

THE THIRD PLACE CLUB

MEMBERSHIP AGREEMENT

Version September 2026. Sample copy for review. Members sign a paper or electronic original.

This is the agreement you will be asked to sign when you join. It is posted so you can read it before you apply. Payment details and the signature page come with the copy we send you at signup.

This Membership Agreement (the "Agreement") is between **Synova Talent Solutions, Inc.**, an Ohio corporation, doing business as The Third Place Club (the "Club," "we," or "us"), and the individual who signs it (the "Member," "you"). By signing, you agree to the terms below and to the House Rules, which are part of this Agreement.

1. Membership

- 1.1 Membership tier.** You are joining as a Pilot Member at the single pilot rate of \$100.00 per month. Membership is personal to you and may not be shared, transferred, or resold.
- 1.2 Location.** The Club is located at 13228 Shaker Square, Suite B-100, Cleveland, Ohio 44120 (the "Premises"). We may relocate within Shaker Square or change the layout of the Premises on reasonable notice.
- 1.3 Start date.** Your membership begins on the start date shown on your signed copy once this Agreement is signed, your application fee and first month's fee are paid, and your background check is satisfactorily completed (Section 6).

2. Nature of Membership: License, Not a Lease

- 2.1 License only.** This Agreement grants you a revocable, non-exclusive, non-transferable license to use the shared areas of the Premises and the services described in Section 5, subject to this Agreement and the House Rules. It is similar to a gym or club membership.
- 2.2 No tenancy.** This Agreement is not a lease or sublease. You do not have exclusive possession of any space, you acquire no interest in real property, and no landlord-tenant relationship is created. You are not entitled to any particular seat, desk, or area.
- 2.3 Club control.** The Club controls the Premises at all times, including hours, seating arrangements, access credentials, events, and closures for maintenance, private events, holidays, or safety reasons.

3. Term and Renewal

- 3.1 Month-to-month.** Membership runs month to month and renews automatically on the same day each month until cancelled under Section 4.
- 3.2 Pilot period.** You acknowledge the Club is operating a pilot program. The Club may end the pilot, and all memberships, on 30 days written notice. Any prepaid fees for the period after that date will be refunded.

4. Fees, Payment, and Cancellation

- 4.1 Application fee.** A one-time, non-refundable application fee of \$30.00 is due at signup. It covers the cost of your background check and is not refunded if membership is declined or cancelled.
- 4.2 Monthly fee.** The membership fee is \$100.00 per month, payable in advance on or before the 1st of each month by Zelle or by check payable to "Synova Talent Solutions, Inc." Payment instructions are provided with your membership agreement at signup. Your first month is prorated from your start date to the end of that calendar month and is due at signup together with the application fee. The Club does not store card or bank information.
- 4.3 Failed payments and late fees.** If the fee is not received within 5 days of the due date, a late fee of \$15.00 applies and your door code may be deactivated until the balance is paid. We may terminate membership for non-payment after 15 days. Any bank fee for a returned check is your responsibility.
- 4.4 No refunds or proration.** Monthly fees are not refunded or prorated for partial months, unused visits, closures for holidays or events, or early cancellation, except for the first-month proration in Section 4.2 and as stated in Section 3.2.
- 4.5 Cancellation by you.** You may cancel at any time by written notice (email is fine) to contact@synovasearch.com. Cancellation takes effect at the end of the monthly period in which we receive at least 30 days notice. You remain responsible for fees through that date.
- 4.6 Termination by the Club.** We may terminate your membership immediately, without refund, for non-payment, violation of this Agreement or the House Rules, conduct that threatens the safety, comfort, or property of others, or any illegal activity on the Premises. We may also end any membership for any reason on 30 days written notice, with a refund of any prepaid fees after the termination date.
- 4.7 On termination.** On the effective date, your door code is deactivated. You must remove your belongings. Items left more than 7 days may be disposed of.
- 4.8 Fee changes.** We may change the monthly fee on at least 30 days written notice. Continued membership after the effective date is acceptance of the new fee.

5. Services, Hours, and Access

- 5.1 What is included.** Open seating in the shared work areas during Club hours, Wi-Fi, coffee as available, reasonable use of the shared printer, and admission to member events. Seating is first come, first served; a seat is not guaranteed at peak times.
- 5.2 What is not included.** The Club does not provide a business address or mail service, overnight storage, private offices, reception or staff services, or parking. The Club is not responsible for any of your business activities.
- 5.3 Hours.** Club hours are Monday through Friday, 7:30 a.m. to 7:30 p.m., and may be changed, and the Club may be closed, on notice posted at the Premises or sent by email.
- 5.4 Access credentials.** You will be given a personal door code. It is for your use only. Do not share it, write it where others can see it, prop doors, or admit anyone who is not a Member or an approved visitor. The Club may change codes at any time and will notify you. Sharing your code is grounds for immediate termination.

5.5 Visitors and day guests. You may have a visitor stop in to meet you for lunch or a short meeting during Club hours. Visitors must sign in and sign the Visitor Waiver on arrival, must stay with you, and must leave when the visit ends. If someone who is not a Member wants to work at the Club for the day as your guest, the day-guest fee is \$10.00, payable before the visit; email contact@synovasearch.com ahead of time with the guest's name and date. You must be on site the entire time your guest is present. A person may visit as a day guest no more than three times in any month, after which they must apply for membership. Guests do not receive a door code. You are responsible for your visitors' and guests' conduct and for any unpaid guest fee. Leaving a visitor or guest alone on the Premises is grounds for termination.

5.6 Unattended premises. The Premises are not staffed, attended, or supervised. There is no receptionist, security guard, or Club representative on site, and you may be alone in the space. You are responsible for your own safety, for securing the door behind you, and for calling 911 in an emergency. Report any safety concern to contact@synovasearch.com.

6. Background Check

6.1 Condition of membership. To help keep the Club a safe and trusted community, membership is conditioned on a satisfactory criminal background check obtained from a consumer reporting agency. The check is limited to criminal history records and sex offender registries; the Club does not obtain credit reports. You will be asked to complete the screening company's disclosure and authorization form before the check is ordered.

6.2 Club decision. The Club decides in its reasonable discretion, using criteria applied consistently to all applicants, whether the results are satisfactory. In general, the Club will decline or end membership for convictions involving violence, sexual offenses, theft, fraud, or drug trafficking, and may consider other convictions in light of their nature, how long ago they occurred, and their relevance to a shared workspace. If the Club intends to decline or end membership based on the report, it will follow the notice procedures required by the Fair Credit Reporting Act.

6.3 Confidentiality. Background check results are kept confidential, shared only with those who need to make the decision, stored securely, and disposed of securely when no longer needed.

7. House Rules and Conduct

7.1 House Rules. The House Rules, as posted at the Premises and updated from time to time on notice, are part of this Agreement. A violation of the House Rules is a violation of this Agreement.

7.2 Respect and safety. Harassment, discrimination, threats, intimidation, or abusive behavior toward any Member, guest, or Club representative is prohibited and is grounds for immediate termination.

7.3 Confidentiality of others. In a shared space you may overhear calls or see others' work. You agree not to use, record, or disclose any confidential information of other Members that you learn while at the Club, and you understand the Club cannot guarantee the confidentiality of your own conversations or materials.

7.4 Lawful use. You will use the Club only for lawful, professional purposes. Retail sales, walk-in client traffic, and use of the Premises as a registered business address are not permitted.

8. Technology and Wi-Fi

- 8.1 Acceptable use.** You will not use the Club network for illegal activity, to access or distribute unlawful material, to interfere with the network or other users, or in any way that exposes the Club to liability.
- 8.2 No guarantee.** The Club provides internet access as a convenience and does not guarantee its speed, availability, or security. You are responsible for securing your own devices, data, and accounts, and for maintaining your own backups.

9. Personal Property and Insurance

- 9.1 Your risk.** You bring personal property to the Club at your own risk. The Club is not responsible for loss, theft, or damage to your belongings, including devices and vehicles, from any cause. Do not leave items unattended or overnight.
- 9.2 Your own insurance.** The Club's insurance covers the Club only. It does not cover your personal property, your equipment, your health, or your business or professional activities. You are responsible for carrying whatever insurance you consider appropriate for yourself, your belongings, and your work, such as renters or business property coverage, health insurance, and professional liability coverage.

10. Assumption of Risk, Release, and Indemnification

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

- 10.1 Assumption of risk.** You understand that using a shared, unattended workspace involves ordinary risks, including slips and falls, injuries from furniture or equipment, illness, loss of property, and the absence of on-site staff to respond to an incident. You voluntarily assume these risks.
- 10.2 RELEASE. TO THE FULLEST EXTENT PERMITTED BY OHIO LAW, YOU RELEASE AND AGREE NOT TO SUE THE CLUB, ITS OWNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, AND THE OWNER OF THE PREMISES FROM ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER LOSS ARISING FROM YOUR USE OF THE PREMISES OR SERVICES, INCLUDING CLAIMS BASED ON THE CLUB'S ORDINARY NEGLIGENCE. THIS RELEASE DOES NOT APPLY TO GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**
- 10.3 Indemnification.** You will defend, indemnify, and hold the Club and the persons listed above harmless from any claim, loss, or expense (including reasonable attorney fees) arising from your acts or omissions, your guests, your breach of this Agreement, or your business activities.
- 10.4 Limitation.** The Club's total liability to you for any claim arising from this Agreement is limited to the membership fees you paid in the three months before the claim arose. The Club is not liable for indirect, consequential, or lost-profit damages.

11. Video Surveillance and Privacy

11.1 Cameras. The Premises may be monitored by video surveillance for safety and security, and recordings may be reviewed and shared with law enforcement. By entering you consent to recording. Cameras are not placed in restrooms.

11.2 Your information. We use your contact and payment information to operate the Club, communicate with you, and process payments. We do not sell your information. Payment details are handled by our payment processor and are not stored by the Club.

11.3 Photos (optional). The signed copy includes an optional box to consent to appear in photos or video taken at Club events for use in the Club's marketing. Consent is optional and may be withdrawn at any time by email.

12. General Terms

12.1 Changes. The Club may update this Agreement or the House Rules on 30 days written notice (fee changes are covered in Section 4.8). Continued membership after the effective date is acceptance.

12.2 Notices. Notices to you will be sent to the email address on your signed copy. Notices to the Club go to contact@synovasearch.com. Either party may update its address by notice.

12.3 Governing law and venue. This Agreement is governed by Ohio law. Any dispute will be brought in the state or federal courts located in Cuyahoga County, Ohio. Before filing suit, the parties agree to try in good faith to resolve the dispute by direct discussion for at least 30 days.

12.4 Entire agreement; severability. This Agreement, the House Rules (including the Visitor Waiver), and the background check authorization you sign are the entire agreement between us. If any provision is unenforceable, the rest remains in effect.

12.5 No assignment. You may not assign this Agreement. The Club may assign it to a successor operator of the Club.

12.6 Electronic signatures. This Agreement may be signed electronically, and an electronic signature has the same effect as an original.

Ready to join, or want to see the space first? Email contact@synovasearch.com. The copy you sign includes the signature page, your start date, and payment instructions.