

VisionPulse Creative Network Association Membership Agreement

v. 050810

Enrollment Date _____ Location _____ Referred By _____ (# _____)

complete if you intend to resell any VisionPulse services and receive compensation

TaxID# _____ - _____ - _____

Print Name _____
 Address _____ City, State, Zip _____
 Phone (_____) _____ Fax (_____) _____ Mobile (_____) _____
 Email _____

About your business: (use a separate sheet if necessary or email to Membership@VisionPulse.com)

Business Name or DBA _____ Contact Phone (_____) _____

Type of Business: _____ Website URL _____

Description of Services: _____

Client References: _____

MEMBERSHIP RATES AGREED: init. _____

I agree to the following rate plan:

Select your Creative Network Executive Office

Suites Membership Plan Type:

StartMeUp Entrepreneur Mogul Magnus

One time Enrollment Fee: \$ _____

Credits Included: _____

Dues:* Monthly Quarterly \$ _____

Credits Included: _____

*To be paid in advance.

PLEASE READ CAREFULLY

MEMBERSHIP TERMS: init. _____

_____ (hereinafter referred to as "Applicant") has applied for membership in the VisionPulse Creative Network Association (hereinafter referred to as the "Association"), and on acceptance and approval by the Association, the Applicant will hold a membership in the Association and be entitled to all privileges of membership.

As a member of the Association, the Member shall be entitled to use Association facilities provided for its members as set forth in the Membership information, on receipt of full payment of all fees and dues. Members' rights are subject to payment of enrollment fee and compliance to Association rules and regulations as set forth in the VisionPulse CEOs Policies (hereinafter referred to as "Policies"), which may be amended by the Association. Failure to pay any fees or comply to any and all rules and regulations may result in forfeiture of all amounts paid and all membership privileges. In the event Applicant is not accepted as a member, all monies tendered will be returned.

Acceptance of membership into the Association is subject to a recurring membership dues paid:

- Monthly in advance.
- Quarterly in advance.

The fee is set upon initial agreement, however, the fee may be increased on a quarterly basis at the reasonable discretion of the Association. If Members do not have their fees paid on or before the dues renewal date, Member may be subjected to the fee increase. However, if Member pays the fee on or before the dues renewal date, Member will not be subjected to the fee increase. The next Membership renewal dues for the next and all subsequent payment periods will commence on ____/____/20____ (this is the next anniversary of your joining date) in the amount of: \$ _____.

All payments are final. Dues are debited automatically via:

- PayPal or CardFlex.

Members may change their plan or unsubscribe from their membership at any time prior to the beginning of a dues renewal period and member must notify the Association 30 days prior to the next date in which dues are to be paid.

Applicant accepts this agreement for the sole and express purpose of availing Applicant of the Association facilities and services, and by affixing Applicant's signature to this agreement, states that Applicant has read, understands and consents that this agreement and Policies therein, represent the entire agreement between the parties.

RELEASE OF LIABILITY: init. _____

(Our Lawyers made us do it.)

In consideration for allowing Applicant to become a Member of the Association, which includes but is not limited to use of office equipment, Applicant agrees to release the Association, its employees, landowners, tenants and assigns from all liability for injury and property to Applicant or assigns, relatives, guests or other affiliate included in Applicant's membership, regardless of the nature, manner and/or severity in which the injury is sustained.

Applicant affirmatively acknowledges the following: (1) that Applicant has read this agreement, which includes and incorporates the Policies, in its entirety and fully understands the terms, conditions and agreements herein; (2) that Applicant, its assigns, relatives, guests or other affiliates' use of Association properties and facilities may involve the use of: office equipment that may be a safety hazard; (3) that property provided for use to Members by the Association and its Landowners or tenants may have office equipment on site that may be a safety hazard; (4) that I have been advised and am now aware that the Association expressly reserves the right to amend its Policies at its sole discretion and that Applicant is expected and obligated as a condition of the membership to read and comply with all amendments to the Policies.

b. Subject to the laws and regulations of the State of California, each Applicant, Applicant's assigns, relatives, guests or other affiliates, shall indemnify and hold harmless the Association from and against, and shall defend and pay the full amount of any and all losses suffered, including but not limited to reasonable attorney's fees, incurred or sustained by the Association, its employees and/or affiliates, arising out of, resulting from, based upon, in connection with or relating to any breach of the Applicant's agreement or arising out of, resulting from, based upon, in connection with or relating to the gross negligent act or inaction of any member, his or her assigns, relatives, guests or other affiliates.

IF YOU DO NOT UNDERSTAND THE FOREGOING AGREEMENT, PLEASE SEEK COMPETENT LEGAL COUNSEL FOR ADVISE. OTHERWISE, IF YOU SIGN BELOW, IT IS PRESUMED THAT YOU HAVE READ AND UNDERSTAND THE TERMS AS DESCRIBED HEREIN.

Applicant's signature and VisionPulse Creative Network Association's receipt of funds from Applicant that are applied against the Membership Fee shall constitute my agreement with the terms herein.

OTHER ITEMS OR TERMS: init. _____

ACCEPTANCE

I approve and accept the terms as set forth herein:

 Applicant Signature

 Print and Date

Send completed application to:

VisionPulse
Attn: Creative Network Association
2658 Del Mar Heights Rd. #265
Del Mar, CA 92014

For more info:
 www.VisionPulse.com
 858.720-8286 • FAX 858.481-6487
 CEOs@VisionPulse.com

OFFICE USE ONLY

- Enrollment Fee Paid _____
- Dues Subscription Paid _____
- Acct#: _____
- Referral ColorCode: _____ - _____

APPROVAL

If approved, a copy of this Signed Agreement will be given to the Applicant in the Welcome Kit.

Applicant has been approved and accepted for _____ (type) Association Membership.

 VisionPulse Creative Team Associate Signature

 Print and Title and Date

CREATIVE TEAM KIT CONTENTS:

Welcome Kit Folder:

- CABN Membership Card w/ Benefits Directory
- What You Get When You Join
- CEOs Time - \$50 of Office Time x _____
- Laser/Copy Card - \$10 of Color Laser Prints x _____
- Referral Flyer & Cards (code# _____)
- Printing & Design Services Brochure
- Copy of Signed Agreement
- Copy of Signed Policies
- Copy Enrollment Receipt
- Copy Dues Subscription Receipt

Member File Folder

- Attach "One Time Enrollment Fee" receipt
- Attach "Dues Subscription" receipt

Other Items to Review

- Useage Log
- Send Welcome Email with Passwords
- Add Member to Roster
- Add Member to BizPulse Invitations
- Other Items to Review**
- Participation in CABN as Benefit Provider
- Savings at 100's of businesses w/ CABN Membership

VISIONPULSE CEOs POLICIES (03/14/09)

The opportunity to be a member of the VisionPulse Creative Network and enjoy use of the Creative Executive Office Suites (CEOs) is a privilege and not a right. Please help make your participation and the participation of other members as enjoyable, professional and productive as possible by abiding to the following Policies. These Policies may be amended at any time without notice.

Thank You!

RSVP's

To make an Office Space Reservation, you may either visit www.VisionPulse.com/CEOs and select "Reserve Office Time" and simply follow the instructions. Alternatively, you can call 858.720-8286 and we will log your reservation for you. (Don't make calling a habit or we may have to charge you an Admin fee!). You will need to provide the following information: date; time of arrival; anticipated length of stay; select office suite or conference room; and request any special set-up or accommodations you require.

No Shows

If a VisionPulse CEO Member in good standing reserves a period of Office Time, the amount of time reserved will be debited from the Members CEO Card even if the Member does not use the office space during the entire time reserved. Where cancellation of reservation is necessary by the Member, the Member will provide VisionPulse with Cancellation Notification at least 24 hours prior to the pre-reserved Office Time otherwise the member's CEO Card will be debited for the amount of time the reservation covered.

Regular Hours

Monday thru Friday 10:00am – 6:00pm. The office and facilities are available during these times with RSVP only. Drop-ins may find the office closed for lunch or errands. Best to call ahead. The Office may be closed on most major holidays.

After Hours Usage

Use of the office after hours (any time other than stated Regular Hours) is available upon Special Request. Not all Special Requests may be able to be accommodated so please plan accordingly. Usage after hours will be at 2x the regular rate of office usage.

Sign In/Out Logs & Reconciliation

You are asked to SignOut either in your personal folder or on a Community Log Sheet. You may track your own usage on your CEOs Cards. Periodically, your account will be reconciled and any variances shared with you.

Conduct

Have fun yet remember that this is a professional place of business and you are not likely to be the only one in the office. Here's a few tips: watch your volume and your language; children must be supervised and cleaned up after; leave your work space clean and tidy after use; don't leave anything on the computer that you may be concerned if viewed or deleted; no smoking (of anything) in the office or within 30 feet of the main entrance; no drugs; please simply use common sense and be considerate of others.

Appearance and Hygiene

• **Acceptable Clothing** - this is a professional place of business that caters to creative individuals. Therefore, acceptable clothing/appearance is left to personal discretion. Please understand that if anyone is wearing something inappropriate or completely unacceptable to others or management, they may be asked to change or leave.

• **Unusual Smells** – please make a visit to the office a pleasant experience for others.

Restrooms

Please be respectful of others. Lower the seat when done. Take careful aim. Clean up after yourself. Spray air freshener when necessary. Please place feminine products in trash and not the toilet. Let us know if supplies are low or out.

Types of Allowable Businesses & Usage

We invite any type of legally recognized business type to become a member and participate. However, if a business is considered to be harmful or disturbing to other members, that business may not be invited to join. VisionPulse reserves the right to refuse membership to anyone or business.

Membership

We invite any type of legally recognized business type to become a member. Subscription and Dues must be current to be eligible for the benefits of membership.

Services, Supplies & Fees (rates and services are subject to change)

• **Copies &/or Prints** – B&W laser (\$.10 each) | Color laser (\$.50 each). Pay the Piggy Bank on the Honor System or Debit from your Account.

• **Fax Usage** – no charge to local area. Self-sent.

• **Computer Usage** - no charge during Office Space Reservation time period.

• **Internet Usage** – no charge during Office Space Reservation time period.

• **Phone Usage & Private Numbers** – With the popularity of mobile phones, you are encouraged to use a mobile phone as your office number. If you need to make a local call on the office phones, you may as long as a line is available. If you need a Private Phone Line, you may purchase a Phone Plan. See VisionPulse staff for details.

• **Office Supplies** (pens, folders, etc.) – we do not intend to be a full service office supply store. You may borrow items that are available from others in the office. Consideration for each item used is suggested.

• **Admin/Virtual Asst. Services** – services and rates available on request.

• **Private Lockers** - \$15.00 per month (paid quarterly) includes combination lock.

• **Mail and Address** - we will accept incoming mail for you on a limited basis. If your volume of mail is deemed to be worthy, you will be requested to subscribe to a locker.

Address Format:

Your Business Name

Attn: Your Name or Your Account Name #XX

5945 Pacific Center Blvd. Suite 510

San Diego, CA 92121

• **Bottled Water/Sodas** - 25¢ per bottle. Pay the Piggy Bank on the Honor System or Debit from your Account.

• **Coffee/Coffee-Maker/Tea** - Grounds and tea bags provided complimentary during Office Space Reservation time period and you may brew your own if none is already brewed.

• **Snacks/Candies** - Complimentary during Office Space Reservation time period. If you need more, please ask.

• **Food in the Refrigerator** - these are private items. Label your own food. Please ask if you see something you'd like and maybe someone will feed you. Otherwise, hands off!

I have read and agree to the CEOs Office Use Policies:

Print _____ X _____ Date _____