



## **Coworking Service Agreement**

### **Acceptance of Terms**

The services inTANDEM workspace, LLC provides to you are subject to the following Terms and Conditions (T&C). inTANDEM workspace reserves the right to update the T&C at any time without notice to you.

inTANDEM workspace membership application does not create a tenancy but a prepaid usage license to use the provided amenities on a monthly or casual basis.

### **Description of Services**

inTANDEM workspace may provide you with access to office space, work space, Internet access, office equipment, conference space, knowledge resources, and other services (collectively, "Services"). The Services at all times are subject to the T&C.

### **No Unlawful or Prohibited Use**

You will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any inTANDEM workspace's server, or interfere with any other party's use and enjoyment of any Services.

You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any inTANDEM workspace server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, nor should you post or download files that you know or should know are illegal or that you have no rights to.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this T&C and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

### **Use of services**

You agree that when participating in or using the Services, you will not:

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spamming or any duplicative or unsolicited messages (commercial or otherwise);

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through inTANDEM workspace servers.
- Upload, or otherwise make available, file that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker.
- Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
- Restrict or inhibit any other user from using and enjoying the Services.
- Violate any code of conduct or other guidelines that may be applicable for any particular Service (including the Building Rules).
- Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party.
- Violate any applicable laws or regulations; or
- Create false identity for the purpose of misleading others.

### **Renewals and Terminations**

This Agreement is automatically renewed at the end of each period with consent of each party.

The T&C must be adhered to at all times. Failure to follow T&C can result in non-renewal or even early termination of the usage license. inTANDEM workspace reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&C. This includes non-payment or violation of the space rules. If this happens, inTANDEM workspace will refund any amounts paid for unused periods that remain after deducting any pending charges, on a pro-rata basis.

Members may terminate this Agreement by giving a written notice of termination as established in this Agreement. Termination shall be in effect as of the end of that calendar month. Should Member not provide timely notice of termination to inTANDEM workspace then the Membership Period shall continue to the end of the following calendar month and the service fees for that calendar month shall be payable.

### **Invoicing and Payment**

The member is automatically invoiced monthly in advance based on their membership option. Also included are any variable charges such office supplies that may have been incurred during the pervious period. Payment is required at the beginning of the month for that period, at the date specified in the invoice. Payment for casual usage is either paid on the day of use unless other arrangements have been made with inTANDEM workspace.

**inTANDEM workspace reserves the right at all times to disclose any information about you.**

Your participation in and use of the Services as inTANDEM workspace deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part in inTANDEM workspace sole discretion.

**Confidentiality**

You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by inTANDEM workspace or any participant of using or that has used the Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of inTANDEM workspace any analysis, compilations, studies or other documents prepared by inTANDEM workspace or otherwise derived in any manner from the Confidential Information that you are obliged to keep confidential or know or has reason to know should be treated as confidential.

Your participation in and/or use of the Services obligates you to:

- maintain all Confidential Information in strict confidence;
- not to disclose Confidential Information to any third parties;
- not to sue the Confidential Information in any way directly or indirectly deter mined to inTANDEM workspace or any participant or user of the Services.

All confidential information remains the sole and exclusive property of inTANDEM workspace or the respective disclosing party. You acknowledge and agree that nothing in this T&C or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property proprietary rights of inTANDEM workspace or any participant or user of the Services.

**Participation in or Use of Services**

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that inTANDEM workspace does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

**Disclaimer of Warranties**

To the maximum extent permitted by the applicable law, inTANDEM workspace provides the Services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including but not limited to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

## **Exclusion of Incidental, Consequential and Certain Other Damages**

To the maximum extent permitted by the applicable law, in no event shall inTANDEM workspace or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of inTANDEM workspace, and even if inTANDEM workspace has been advised of the possibility of such damages.

## **Indemnification**

You release, and hereby agree to indemnify, defend and save harmless inTANDEM workspace and inTANDEM workspace subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorney fees and costs incurred by inTANDEM workspace or its respective officers and agents in connection with the defense of such claim or lawsuit.

## **Severability**

In the event that any provision or portion of this T&C is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

## **Insurance**

inTANDEM workspace strongly suggests that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of inTANDEM workspace.

## **Membership Features**

Below are some, but not all, of the benefits members receive as part of their membership (see attachment A for complete membership descriptions). Memberships are non-transferrable.

- High speed wireless internet
- Private offices and/or open work space depending on type of membership
- Lounge area
- Copier/printer/scanner
- Fridge/microwave
- Coffee
- Two conference rooms (large seats 12 and equipped with white boards and flat screen, small accommodates up to 6 with white boards)

- Access to the space for Dedicated and Mobile members 24/7. People interested in dropping in for a day can do so at a daily rate of \$10 per day provided there is sufficient space.

In addition, the following opportunities will be available as part of membership as well as to non-members for a fee:

- Education – weekly webinars and monthly presentations to provide members and non-members with exposure to various topics to help them start and grow their businesses.
- Resources – connecting startups with the proper resources to take that first step and to expand their business is vital to success. inTANDEM workspace will be the place to go when local business owners or those thinking of starting up have questions or are looking for services.
- Networking – various networking events will be held monthly to connect members and non-members all aimed at raising awareness of the skill set available within Webster City and surrounding areas.

### **Payments**

- All membership payments are due on the first business day of the month or the day services are provided.
- inTANDEM workspace reserves the right to charge late fees and/or withhold services if payments are not received on time.

### **Payment Methods**

Members may pay via cash, check, PayPal, and debit/credit card.

### **Contact Information**

Please provide the following information regarding you and your business.

**Name:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Business Description:** \_\_\_\_\_

**Home address:** \_\_\_\_\_

**Cell #:** \_\_\_\_\_

**Work phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Web address:** \_\_\_\_\_

**Is it OK to publish your name, company, position, and web site on our member directory and web site? Your personal contact information (phone, address, email) will be kept private.**

\_\_\_ Yes \_\_\_ No

I acknowledge that I have read and understand and agree to be bound by this Agreement regarding my participation in the inTANDEM workspace services.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Membership level (please check):

Dedicated Member - \$375/mo\*

Mobile Member - \$60/month (\$150/3 months)

\*5% discount if fee is paid 6 months at a time

\*10% discount if fee is paid annually

On behalf of the inTANDEM workspace, LLC

By: \_\_\_\_\_

Darcy Swon, Founder

Date: \_\_\_\_\_

## **Attachment A**

Following are the various types of memberships available at inTANDEM workspace.

### **Dedicated Member**

Use of a private office and full access 24/7 of the inTANDEM workspace facility including the following amenities:

- High speed wireless internet
- Private office with lock
- Use of open work space
- Mail delivery
- Copier/printer/scanner
- Fridge/microwave
- Coffee and water
- Two conference rooms (large seats 12 and is equipped with white boards and a flat screen; small accommodates up to 6 and is equipped with white boards).
- Education – webinars and presentations to provide members exposure to various topics.
- Resources – connecting startups and existing businesses with the proper resources to take that first step and/or to expand their business.
- Networking – various networking events will be held monthly to connect members and non-members to raise awareness of the skill set available within Webster City and surrounding areas.

### **Mobile Member**

Mobile Members receive the same benefits as Dedicated Members sans the private office and mail delivery.

### **Daily Pass**

Want to drop in and work occasionally? Non-members are welcome to join us in the workspace at a cost of \$10 per day during the hours of 9 am – 5 pm. You will receive use of the high-speed wireless internet and coffee/water. A small fee applies to the use the printer/copier, conference facilities and to attend educational and/or networking opportunities.

### **Conference Room Rental**

Conference rooms are available to non-members at a cost of \$40/day, \$25/4 hours, and \$10/hour based off availability. Non-profit organizations are able to use the conference rooms at no cost.