



TEMESCAL WORKS COWORKING MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

Temescal Works is a neighbor-owned, community-driven shared workspace. Our mission is to create an inviting, productive and creative environment where coworkers respect one another and have an opportunity to network.

Like most Terms and Conditions, ours are long and boring. They're shorter than most and we've tried to write them in plain English as much as possible, keeping the "legalese" to a minimum. Please read them carefully to understand what you can expect of us and what we expect of you.

KEY DEFINED TERMS

"You", "Your," or "I" refers to the Member and each of the Member's Authorized Users. "We", "Us", " " or "Our" refers to Temescal Works. A Member who has subscribed for additional persons to be included in their membership must designate in advance each Authorized User who will be included in the Member's subscription.

PAYMENT TERMS AND OPTIONS

1. Membership Agreements are month-to-month. All monthly membership payments are due on the first business day of each month.
2. We may charge late fees and/or withhold services if payments are not received on time.
3. Members may pay via credit card or debit card.
4. If you plan to stay for more than a month, we will set up automatic monthly debit or credit charges.
5. We will automatically charge your card for additional services you use each month, such as printing and meeting room usage beyond the credit hours included in your monthly Membership Fee.
6. We will charge you \$25 for a key fob that you lose or don't return at the end of your membership.

WHAT WE EXPECT OF YOU

1. You are responsible for your actions and conduct and those of your Guests in Temescal Works including, without limitation, any damage you cause to our or any other person's property or any injury you cause to any person. You will reimburse us or the other person for any damage or injury you may cause.
2. You and your guests agree to comply with any house rules we may set.
3. You will do your part to keep Temescal Works attractive for you and your fellow co-workers. Don't bring things in or leave things lying around that are unsightly. If you do, we may ask you to remove them.
4. If you want to use our logo in any way, you must get our prior written agreement.

PRIVACY POLICY

1. We will not share your information with other people except as needed to process your membership agreement and payments, or as required by law, regulation or legal process.
2. We would like to share information about you with fellow Temescal Works Members and on our website but will only do that if you give us your written approval.

WHAT WE MAY DO AND SOMETIMES HAVE TO DO

1. We have placed cameras in the common areas only for use as a security measure. Video will not be used for any other purpose.
2. We do not have a "no children policy" but please leave if your child disrupts the professional working environment all Temescal Works members expect.
3. We may relocate electrical, internet or wi-fi services as needed to serve the co-working business.
4. We may access your office or desk space, with or without notice, for maintenance, safety or emergency purposes. During these times, we may temporarily move furniture contained in the office space.
5. We may move or alter your desk or office space.
6. We may have events, typically after hours or on weekends, that require desks in common areas to be temporarily moved. We will give you at least 48 hours' notice if this may affect your desk.
7. We may modify or reduce the list of Services at any time but will give you a minimum of 30 days prior notice.
8. We're all committed to conserving energy. We may not operate the heating, air conditioning or ventilation systems during off hours or on weekends or holidays unless prior arrangements have been made.
9. Our rates may change from time-to-time, but we will give you at least 30 days written notice before we do.
10. We may take pictures or videos for marketing purposes. If you are included in a picture or video, you authorize us to use your image for our marketing purposes.
11. You will notify us of any unsafe conditions you observe at Temescal Works.

WHAT WE DON'T DO

1. We won't receive any furniture, equipment, merchandise or large or bulky packages on your behalf unless you first get our approval to do so.
2. We are not responsible for any data, business or other losses as a result of Internet or utility service interruptions or any other breakdown in service.
3. We do not warrant that Temescal Works is fit for a particular use or purpose of any kind.
4. Except as otherwise prohibited by law, we are not liable to you for any damages of any kind whatsoever that you may incur in the use of services of or as a member of Temescal Works.
5. We do not control and are not responsible for the actions of other members, their guests or any other user of the Services or Premises. If a dispute arises between members, other users or their guests, we have no responsibility or obligation to participate, mediate, or indemnify any party.

INTERNET POLICY

1. Access to the Internet is provided as part of the Services. Each Member receives a unique username and password that can be used across multiple devices.
2. If you use a lot of data, we may ask you to pay more in following months.
3. If you require a dedicated, high bandwidth connection, you may request, or we may ask that you upgrade to a dedicated bandwidth appropriate for your use.
4. We will handle service interruptions in a commercially reasonable manner.
5. You are responsible to protect your own computer and data from electrical surges, theft, virus or other malicious attack.
6. You may not upload files that you know, or reasonably should know, contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other type of software or program that may damage the operation of another's computer or property of another.
7. You may not download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner or is contaminated in such a way that you would be prohibited from uploading it.
8. You agree not to resell any aspect of the internet access, whether for profit or otherwise, share your IP address or ISP Internet connection with anyone, or authorize any other individual or entity to use the Internet access.

GUESTS

1. Guests are welcome for up to 1 hour per visit. If your guest is staying longer please purchase a day pass for your guest. If your guest is participating in a meeting with you, please see the Guest policy under Meeting Rooms below.
2. You may have Guests in Meeting Rooms you have booked, in your private office (if you have one) or in the common lounge areas, but not at Traveler or Resident Desks.
3. All Guests must sign in at reception.

4. We may ask Guests to sign an acknowledgement that they have read and agree to abide by any rules and regulations applicable to Temescal Works.
5. We may limit the number of guests or the frequency of Guests you may invite into Temescal Works.
6. We may institute a Guest policy at any time or otherwise approve Guests prior to permitting them access to Temescal Works.

INSURANCE

Temescal Works carries General Liability Insurance, but this does not cover any loss to your business, property, possessions or equipment. **We strongly recommend that you carry an insurance policy that covers your own property, possessions, equipment and any business losses while using our space.**

MAIL

1. You may use the address of Temescal Works for receiving a reasonable amount of mail and small packages.
2. If you receive larger volumes of mail than we are prepared to handle, we may ask you to make special arrangements with us that may involve an additional fee.
3. It is your responsibility to check with the community manager to ask if you have mail. We will be responsible to hold your mail for 5 days and may dispose of it after that.
4. If you want us to hold your mail longer or want to receive a larger package, you must make prior arrangements for that in writing.

MEETING ROOMS

1. Meeting rooms are for meetings with customers, teammates, and clients only. They are not to be used by individuals as a private office.
2. If you schedule a meeting,
 - a. You are responsible for cleaning up after using the meeting room. If you re-arrange the furniture in the meeting room, please return it to the original set-up when you're finished.
 - b. You are responsible for being sure all Guests who attended the meeting leave Temescal Works after the meeting and that the exit door is locked.
 - c. Guests may work at Traveler tables or lounges ½ hour before and ½ hour after your meeting time. If your Guest would like to come earlier or leave later, they may purchase a Day Pass. We will discount the Day Pass cost for your Guest if your meeting is booked for more than 2 hours but less than 5 hours. If your meeting is booked for 5 or more hours, we will not charge your Guest for the Day Pass.
3. To maintain security for members and users of Temescal Works, if your meeting is after the regular hours when Temescal Works is staffed, you must arrange for someone to be at the door to let your invited Guests into the building or must arrange for Temescal Works to do that for you at a cost of \$25/hour.

EVENTS: Please see our Event User Agreement for Terms and Conditions

SECURITY

You and your fellow co-workers value the security Temescal Works provides. Your cooperation and participation are important to maintain that security.

1. You are responsible for protecting Temescal Works and your own personal property from theft, robbery and pilferage
2. Don't let anyone into Temescal Works who is not a Member or a Guest. Please make sure they have proper access. If you are unsure, have the person sign in with the community manager during normal business hours. After hours or on weekends, don't let anyone in if you are uncertain they are authorized.
3. Be alert for "tail gaiting" – as you enter or leave the building, don't let anyone else walk in who does not have their own authorized access.
4. Don't make copies of any keys, keycards, apps or other means of entry to the Premises or lend, share, or transfer any of those to anyone else.
5. If you lose a key/keycard/fob, you must inform us immediately. We will disable what you lost and issue you a new one.
6. We will investigate any suspected break-in, theft or breach of security, including information technology, systems or networks and any suspected breach of this Agreement. In doing so, we may involve and cooperate with law enforcement authorities. We may prosecute those who breach our security in any way and/or who violate this Agreement. We may discontinue, suspend or terminate your membership and/or access to our services, in whole or in part, without notice, for any reason and without any obligation to you or any third party.

DRUGS AND ALCOHOL

We appreciate that alcohol and certain drugs are part of our culture, but still:

1. You may not consume or bring any drug prohibited by law into Temescal Works.
2. You may not consume or bring any alcohol into Temescal Works without our prior consent and in a way that may interfere with your fellow co-worker's ability to do the work they have come to Temescal Works to do.

BIKES AND OTHER ROLLING DEVICES

1. You may bring bikes to Temescal Works if you store them on the bike racks we provide indoors or on outdoor bike racks the City of Oakland may allow us to install.
2. Please keep smaller rolling devices like skateboards in your own space at Temescal Works and keep them out of walkways and aisles where they will become a hazard.
3. You may not use bikes, skateboards, roller skates, or rollerblades in Temescal Works.

PETS

Our highest priority is to maintain a quality professional work environment for our Members. Pets can contribute to that in certain circumstances but can also be a detraction. If you want to bring a pet, please ask us first. We will work with you to see if we can agree on a trial period and will ask you to clean up after your pet and to protect us and reimburse

us for any cost we may have, including attorney fees, from any damage or harm your pet may cause to property or a person. We will also ask you to keep the pet under your control and near you at all times. If the pet creates a concern to other co-workers, we may ask you not to bring the pet.

OTHER THINGS YOU MAY NOT DO

Temescal Works is intended to be a safe, professional workspace for the benefit of its members. Respect for others is fundamental to our community and we expect you to help maintain that spirit. We expect you to not do things that are incompatible with that concept. If, in our judgement, you do, we may terminate your membership.

1. You may not bore into or attach things to the walls without first getting our permission.
2. You may not cut wires for any reason.
3. You won't conduct any illegal activities from Temescal Works.
4. You will not sell goods or services at retail in or from Temescal Works without our prior written consent.
5. You and your Guests will not do anything that is reasonably likely to be disruptive, offensive, or dangerous to other members, their guests, or their property or the property of Temescal Works. You agree that Temescal Works can decide what actions, if any, may "cross over the line".
6. You may not sleep over or live at Temescal Works.
7. You won't bring the following things into Temescal Works:
 - a. any kind of firearm, knife, weapon or explosive.
 - b. any kerosene, gasoline or inflammable or combustible fluid or material.
8. You won't use Temescal Works or our services in connection with contests, scavenger hunts, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise).
9. You won't create a false identity or misrepresent yourself to others.
10. You won't use any method of heating or air conditioning other than what we provide.
11. You won't use common spaces as a place for continuous, everyday work.

LEGAL MATTERS

1. You and we agree to resolve any disputes we may have with each other in a collaborative manner.
 - a. If you and we cannot resolve a dispute by sitting down and talking to each other, you and we will try to resolve the dispute by mediation in the JAMS San Francisco office. You and we may propose one or more proposed mediators to the other party with experience appropriate for the nature of the dispute. If you and we can't agree on a mediator, we will ask JAMS to appoint one.
 - b. If you and we are not successful resolving the dispute in mediation, you and we agree to submit the dispute to arbitration in the JAMS San Francisco office. You and we may propose one or more proposed arbitrators to the other party with experience appropriate for the nature of the dispute. If you and we can't agree on an arbitrator, we will ask JAMS to appoint one.

- c. The outcome of the arbitration shall be binding on you and we and neither you nor we shall commence or pursue litigation in a court of law against the other.
 - d. You agree that any dispute you may have with us that may go to mediation or arbitration will be yours alone and not with or on behalf of any other Member, Guest, co-worker or other third party of any kind.
 - e. If either you or we obtain legal counsel in regard to a dispute you or we may have, you and we agree that each party shall be responsible for and pay their own attorney's fees, costs and expenses, regardless of the outcome of such matter. If you do not agree with this, you should not become a Member.
2. You agree not to assert any claims against us that exceed an amount equal to one month's membership fee you have paid to us unless you claim your loss is due to our gross negligence or willful misconduct.
3. You agree to protect us and reimburse us for any cost we may have, including attorney fees, from any claims made by someone else because of your actions or inactions.
4. In the event that any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect to the fullest extent permitted by applicable law.
5. All provisions of this Agreement reasonably expected to survive the termination of this Agreement will do so.

WHAT THIS MEMBERSHIP IS AND ISN'T

These Terms and Conditions give you the benefits of the services for which you have subscribed for the term for which you have paid; but it does not create any interests of any kind in the property or business of Temescal Works. This is not a lease; it doesn't make you a tenant or us a landlord. It doesn't make you our partner or a partner in the business of another co-worker. It doesn't give you any rights of possession of any kind, rights in our business or the business of another co-worker, rights to any of our intellectual property or that of any other co-worker. We are not your employer and you are not our employee. We do not have any fiduciary duty to you.

TERMINATION

1. We may terminate any Service at any time and may terminate your participation in and use of any Services, immediately without notice, if, in our opinion, you fail to comply with the Terms and Conditions.
2. If you have a Traveler Desk membership, you may terminate your membership at any time by not renewing and not paying for another month of membership.
3. If you have a Resident Desk or Private Office membership that is not subject to a fixed term, you may terminate your membership at any time by giving us 30 days written notice and not paying for your membership after the 30 days of notice period. If you give us less than 30 days written notice of termination, we will charge you for the full 30 days.
4. If you or we feel that your use is not suitable for Temescal Works as it is, you or we may terminate your membership.

5. If either party to this Agreement is unable to perform their obligations for reasons beyond their reasonable control, including but not limited to government laws or proceedings, labor disturbances, interruption of power or internet service; fire; explosion; catastrophe; war or act of terrorism; weather, earthquake or any other cause beyond the reasonable control of a party the other party may terminate this agreement. If we change the Terms and Condition and you do not agree to the change in Terms and Conditions, you may terminate your membership.
6. Any suspension or termination will not affect your obligations to Temescal Works under this Agreement.

SIGNING THE AGREEMENT

If you feel these terms and condition are not appropriate for you, we can understand that and suggest that Temescal Works may not be the right place for you. If you accept the terms and conditions, but don't abide by them, we may ask you to leave Temescal Works and may terminate your membership in Temescal Works.

By signing this Agreement, you agree to be bound by these Terms and Condition. We may update these Terms and Conditions at any time and will notify you of any changes by email at the email address(es) you give us. If we change the Terms and Conditions, and you continue to renew and pay for your membership, we will take it that you have agreed to the changes. You can request a copy of the latest Terms and Conditions at any time.

I hereby acknowledge that I have read, understood and agree to all the Terms and Conditions contained in this Agreement and I am authorized to sign this Agreement.

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PRINT NAME

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DATE

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SIGNATURE