



## MEMBERSHIP POLICIES MONTHLY + FLEX-VISIT + DAY PASS

### ACCEPTANCE OF AGREEMENT

The Services FLX Workspace provides to you, the undersigned Member, including but not limited to building access, use of office space, access to Internet, and the other Services listed below, are subject to the following Membership Agreement (the Agreement).

The most recent Agreement will be posted online and made available upon request. Members will abide by the Agreement, as well as other terms determined by FLX Workspace staff, which may be communicated verbally, by email or written notice. FLX Workspace reserves the right to add to or amend the Agreement at our reasonable discretion with or without notice to Member. Member's continued use of FLX Workspace facilities and services following any changes to the Agreement constitutes acceptance of such new term(s).

### TERMINOLOGY USED WITHIN THIS DOCUMENT

- FLX Workspace refers to the space, its ownership, or affiliates.
- Member refers to the undersigned member of FLX Workspace.
- Services refer to the services and amenities provided by FLX Workspace.
- Guests are all non-members who are invited into FLX Workspace.

### COWORKING BEST PRACTICES

FLX Workspace is a shared, collaborative, and open workspace. In order for everyone to peacefully co-exist, there are some best practices that we should all follow:

- **Be friendly.** You are encouraged to introduce yourself to others. You'll probably find other motivated individuals and hard workers like yourself. They can sometimes be great resources to bounce ideas off or gain opinions.
- **Be considerate and respectful of others.** When you are finished using something, put it back the way you found it. Push chairs back in, clean your workspace, and erase any used white boards. Always keep in mind you are sharing the space with others.
- **You may want headphones.** FLX Workspace won't have any music or ambient noise in the backdrop. If you feel that noise from other members might bother you, or you prefer to work with background music or entertainment (i.e. Kindles, tablets, portable DVD players, etc.), you will want to bring headphones. All desks are furnished with tablet stands for those who prefer video.
- When it's time for you to focus and do your productive work, the universal sign for "**do not disturb**" is to put on your headphones. If others have headphones on, that's a sign they have serious work to get done or don't want to be interrupted.

- **Occasional phone calls or conferencing** in the open space are fine, just talk at a normal volume and be aware that there will likely be associated background noise. If you need privacy, have to talk at a high volume, or expect multiple calls, please reserve the conference room, take a walk outside, or use your vehicle. Please refrain from using the hallway for phone calls so you don't disturb other businesses.
- FLX Workspace is not be the best option for those needing to perform daily sales calls or hold consistent ongoing phone conversations.
- **Keep our space clean.** When you leave, another person will most likely sit at that same spot. So please keep it clean and discard your trash. If you used any of the whiteboards, please erase with the provided supplies.
- Coffee, water, and tea are provided to members as a perk. Snacks are available on an **"honor bar"** basis. There is a money slot attached to the snack station and the suggested amount is \$1 per snack item so we can continue to offer this convenience. Net proceeds are donated to our sponsored youth program.
- When using the Keurig to make coffee or tea, please fill the reservoir with **bottled spring water from the basket.** Do not use tap water or chilled water from the mini-fridge.
- **If collaborating with others,** keep your voices to a normal volume if others are in the open workspace. There are several collaboration areas available.
- As much as we love animals, **pets are not allowed** in FLX Workspace.
- FLX Workspace is a collaborative environment for adults. While we love children, **guests must be 18+.**
- The **private conference room** cannot be used without prior reservations or arrangements.
- **The lounge area** in the middle of the space is available to all Members and Guests. There are laptop desks beneath each chair for your convenience.
- **We are a community,** let us know of suggestions on how we can make the FLX Workspace better.
- **Access to FLX Workspace** is available 24/7 to Monthly members and Flex-Visit members.
- Due to building policy, the elevator, hallway, and handicap access is available from 9am-5pm Monday-Friday. Please contact us ahead of time if you need access outside these hours or over the weekend and **we will do our best to personally accommodate.**
- **If you need help or have questions,** we are generally available via Facebook Messenger, email, our app, or by telephone 7 days a week.
- If you see someone who appears they shouldn't be in FLX Workspace or see something suspicious, **please alert us.**

## 1. NO UNLAWFUL OR PROHIBITED USE

As a condition of Membership in FLX Workspace and use of the Services, Member will not use the Services for any purpose that is unlawful or prohibited in this Agreement. Member may not use the Services in any manner that could damage, disable, overburden, or impair any FLX Workspace server, or the network(s) connected to any FLX Workspace server, or interfere with any other party's use and enjoyment of Services.

Member may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any FLX Workspace server or to any of the Services, through hacking, password mining or any other means. Member may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

## 2. ACCEPTABLE USE POLICIES

**The undersigned Member agrees to abide by the following as well as enforce the following with any guests of member. Members and Guests will not:**

- 2.1. Restrict or inhibit any other user from using and enjoying the Services;
- 2.2. Violate any guidelines which may be applicable for any particular Service;
- 2.3. Harvest or otherwise collect information about others, including email addresses and phone numbers, without the authorization or consent of the disclosing party;
- 2.4. Violate any applicable laws or regulations;
- 2.5. Create a false identity for the purpose of misleading others;
- 2.6. Allow any guest(s) or Members to enter the building without authorized access according to our policies;
- 2.7. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, any duplicative or unsolicited message (commercial or otherwise);
- 2.8. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- 2.9. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through FLX Workspace servers;
- 2.10. Perform any activity that is reasonably likely to be disruptive or dangerous to other members, their guests, or their property;
- 2.11. Use the Services to conduct or pursue any illegal activities;
- 2.12. Use the Services to conduct any activity that is generally regarded as offensive;

- 2.13. Attach or affix any items to the walls or devices in the office space, or bring additional furniture into the office space without our prior written consent;
- 2.14. Misrepresent himself or herself to the FLX Workspace community, either in person or online;
- 2.15. Take or copy information belonging to other members or their guests;
- 2.16. Use the name “FLX Workspace” or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without our prior written consent;
- 2.17. Use the office space in a “retail,” “medical,” or other nature that would require frequent visits by members of the public.

### 3. SERVICES

Subject to the terms of this Agreement, **FLX Workspace** will provide each **Member** services including but not limited to those described below. These services are referred to in this Agreement as the “**Services**.”

**3.1. Building Use:** Access to the shared or private office space specified in the Membership Details form. All memberships include use of the lounge area, desks, collaboration areas, snack station, restroom, and open coworking space. The private conference room must be reserved and is separate from membership.

- 3.1.1. Upon completion of the membership Agreement, members will receive a card key or app access (Android/iPhone), which will allow entry to FLX Workspace 24/7. Any guests must be accompanied by a member and cannot remain in the space once the member has left. Guests must leave prior to the member leaving premises.
- 3.1.2. An FLX Workspace staff person will be available via text, app, and/or phone 7 days a week.
- 3.1.3. Coffee, tea, and water are complementary to members. Snack items are provided on an “honor bar” basis and prices are \$1 per item (you will see a blue cash box attached).

**3.2. FLX Workspace Furnishings:** FLX Workspace provides Members use of furnishing in all areas.

- 3.2.1. FLX Workspace furnishing provided are the sole property of FLX Workspace.
- 3.2.2. FLX Workspace furnishings may never be removed from FLX Workspace.
- 3.2.3. FLX Workspace furnishings, aside from white chairs and black office chairs, may only be moved upon approval of FLX Workspace staff. If chairs are moved, please return to original location before leaving the space.
- 3.2.4. Any damage to FLX Workspace furnishings by Member are the sole responsibility of the Member. Member may be liable for the full replacement cost of any damaged items.

3.2.5. Any damage to FLX Workspace by Guests are the sole responsibility of the Member

3.2.6. FLX Workspace does not guarantee furnishings for any particular purpose or usage.

### **3.3. Member Belongings:**

3.3.1. FLX Workspace is not responsible in any way for Member Belongings.

3.3.2. Members should safeguard their Belongings and not leave any items behind when leaving.

3.3.3. Members can bring their own snacks and beverages, but cooked meals or foods with a strong smell or distinct aroma are not permitted.

**3.4. Private Conference Room:** Subject to availability, members are entitled to reserve and use the private conference room 24/7, subject to availability.

3.4.1. Monthly memberships include two hours of free conference room credits and additional conference room reservations are discounted 50%.

3.4.2. Additional reserved time past the included credit is billed at current prevailing rate available on the member portal.

3.4.3. Conference room credits are only valid for the month in which they are allocated. No month to month roll overs or pre-usage of future hours are allowed.

3.4.4. Conference room usage by Day Pass or Flex Visit members is billable at the current prevailing rate.

**3.5. Shared Space:** The FLX Workspace central area is a shared space.

3.5.1. Shared space and common areas can be used by all members.

3.5.2. Shared spaces are to be used by our members and guests on a temporary basis, meaning personal and work items should not be left overnight, and all work areas used by members should be cleaned and items removed when finished working.

3.5.2. Guests cannot use isolated desks if none are available for paid Members.

**3.6. Events in the Shared Space:** From time to time, FLX Workspace will have events, workshops, and classes in the shared space or private conference room.

3.6.1. Events will be posted on the website and in the open space so members are aware of potential disruptions ahead of time.

- 3.6.2. Members will receive discounted rates for all FLX Workspace events, workshops, and classes.
- 3.6.3. If not attending the events, Members and guests are free to use available space with the understanding that there will be associated noise and discussions taking place.
- 3.6.4. FLX Workspace may reconfigure the main area during events by moving furnishings.

**3.7. Guests:** FLX Workspace allows Guests (Visitors) for all Monthly and Flex-Visit Members.

- 3.7.1. Non-member Guests can be let into the space by an associated Member so long as the Member is also entering at that time or already inside FLX Workspace at the time of the Guest's arrival.
- 3.7.2. All non-member Guests must exit with, or prior to, the associated Member.
- 3.7.3. Monthly and 3/5/10 Flex-Visit Members are allowed a maximum of two guests in the open coworking space. Additional guest passes can be purchased separately by other guests. Guests are permitted access for up to one hour. Extended time would require a pass.
- 3.7.4. Single Day Pass holders are not permitted to bring Guests or provide access to any other person. Additional day passes must be purchased for each person using the space.
- 3.7.5. Non-member Guests may be required to purchase a separate pass if anticipated usage of the space is going to be frequent. Occasional guest access is permitted.
- 3.7.6. Conference Room usage includes free Guest access up to the standard capacity of the room. Conference Room guests are not permitted to use the open space desks or common areas, aside from the restroom and snack station.

**3.8. Mail and Shipment Receiving:** FLX Workspace will not accept mail or deliveries on behalf of any Member or Organization. All mail, packages, or deliveries of any kind will be returned to sender.

**3.9. Facility Maintenance:** Regular maintenance of the office space will be provided by FLX Workspace.

- 3.9.1. FLX Workspace will be professionally cleaned regularly and as needed.
- 3.9.3. FLX Workspace will provide climate control throughout the space. Members and Guests are not permitted to adjust thermostats or settings, but can request adjustments.
- 3.9.4. Any maintenance resulting from damage, misuse, spills, or mistreatment by a Member will be billed to that Member up to the actual cost + 5%.

**3.10. Facility Security:** FLX Workspace provides all Members with Card Key or smartphone app access.

- 3.10.1. Access to FLX Workspace is available at 119 Fall Street (24/7) and at the hallway entrance inside 115 Fall Street (9am - 5pm Monday through Friday). Off-hour access to 115 Fall Street can be requested.
- 3.10.2. Members are not permitted to provide their Card Key or Smartphone App to anyone else for any reason. Sharing access will result in termination of Membership with forfeiture of any and all fees paid.
- 3.10.3. Aside from time of entry, all doors must remain closed unless expressly open by FLX Workspace staff.
- 3.10.4. Smartphone app access is provided to all Members. Card Key access requires a \$20 deposit, which will be refunded if your Card Key is returned undamaged.
- 3.10.5. For your security and to protect the premises, FLX Workspace is equipped with 24/7 security cameras and Cloud-based recording with 14-day archiving.
- 3.10.6. Members should report any suspicious persons or activity to the FLX Workspace staff.
- 3.10.7. Members will be liable for replacement costs should they or their associated Guests lose, steal, damage, or destroy property, furnishings, or infrastructure.

### 3.11. Card Keys:

- 3.11.1. All Card Keys are the property of FLX Workspace and cannot be duplicated for any reason.
- 3.11.2. Member may not lend, share, or transfer any Card Keys to any third party. Providing a Card Key to another person is grounds for Membership termination and will sacrifice the Card Key deposit.
- 3.11.3. A lost card will result in forfeiture of the \$20 security deposit and a new deposit will be charged to generate a replacement.

**3.12. Network, Internet and IT Infrastructure:** Members are entitled to unlimited access to the space's shared Internet connection.

- 3.12.1. The Wired and Wireless networks are shared infrastructure. Network abuse may result in a reduction of Member bandwidth. Repeated abuse may result in termination of Membership.
- 3.12.2. Each Member is responsible for completing and updating their Member profile on the FLX Workspace Member portal.
- 3.12.3. FLX Workspace is not liable for Internet outages, power outages, or other service provider failures outside its control.

3.12.4. FLX Workspace does NOT make any warranties or guarantees about security and it is the customer's responsibility to secure their own personal computer(s) with intrusion detection/prevention software (firewall) and anti-malware clients.

**3.13. Printers/copiers/scanners:** Each Member is granted access to all printers and the primary copier.

3.13.1. There are no monthly printing allocations, but normal use is expected. High-volume printing or copying over 50 pages in a single day should be done off-site.

3.13.2. In order to maintain lower membership rates, printing will remain free assuming standard usage. Higher page needs will require an additional fee. There is a Copy Shop near FLX Workspace that's open Monday - Friday from 9am to 5pm. Additional options can be provided upon request.

3.13.3. Members are encouraged to ask for assistance regarding printer and/or copier use.

**3.14. Member Portal:** FLX Workspace will provide a Member portal with valuable Member-only offers, the event calendar, conference room calendar, Membership billing and billing history and other Member perks.

**3.15. Pets:** Pets are not permitted in FLX Workspace at any time for any reason.

**3.16. Children:** FLX Workspace is reserved for Members and Guests who are 18+. For security and to ensure a productive working environment, children are not permitted in FLX Workspace without prior permission for each instance. Even if permission is granted, it can be revoked at any time if children are disruptive, noisy, running around the space, or causing issues for other guests.

**3.17. Staff Availability:** FLX Workspace staff may not always be available on-site but will be accessible 7 days a week via email, Facebook Messenger, the app, or by telephone (telephone hours are limited).

## 4. MEMBERS

**4.1. Types of Membership:** FLX Workspace Membership can come in many forms, from single day passes to flex visits to monthly memberships. All current FLX Workspace Memberships are defined on the FLX Workspace web site ([www.flxworkspace.com](http://www.flxworkspace.com)).

**4.2. Membership Payment and Authorization:** Member authorizes FLX Workspace to process automatic payment of amounts specified in this Agreement by credit card or PayPal withdrawal.

**4.3. Payment Contact and Account Changes:** Member shall promptly notify FLX Workspace of any change to Member contact and payment information

**4.4. Payment Dates:** Monthly membership fees and Flex Visit membership fees start on the date of registration and are due on the same date each calendar month until canceled. Automated payments are required and access will be blocked if payment isn't processed successfully.

#### 4.5. Security Deposits:

- 4.5.1. Monthly memberships and Flex Visit memberships may require a \$50 security deposit. This deposit will be returned when the Member terminates membership.
- 4.5.2. The security deposit is not intended to be a reserve from which fees may be paid. In the event Member owes FLX Workspace other fees, they will not be deducted from the security deposit, but must pay them separately. The security deposit amount must remain the same for the duration of the agreement.
- 4.5.3. Upon termination of Membership, the security deposit may be applied to repairs resulting from any damage caused by Member or any amounts due.
- 4.5.4. Any balance remaining on the security deposit will be returned to Member within 7 days of request.

**4.6. Conference Room Fees:** Conference Room reservations must be prepaid at the time of booking and are non-refundable.

**4.7. Late Fees:** If payment for monthly Membership fee(s) or any other accrued and outstanding fee(s) is not made on time, access will be restricted, and a late fee of \$20 will be assessed. The late fee must be paid along with the due membership fee for reinstatement of access.

**4.8. Outstanding Fees:** FLX Workspace may withhold services or terminate this Agreement if any outstanding fees remain due for 3 days past the established due date.

**4.9. Changes to Fees:** Membership fees may be subject to increases during the term of this Agreement. FLX Workspace will do its best to limit Membership Fee changes. Other service fees are subject to increase from time to time. FLX Workspace will notify Members at least thirty (30) days prior to fee increases.

**4.10. Refunds:** FLX Workspace membership fees are not refundable once payment is processed. Refunds may be issued for security deposits when there are no services or maintenance that would apply to the deposit and no additional outstanding fees. Refunds will also be issued if billing errors occur.

**4.11. Notice of changes:** FLX Workspace will provide notice to Members of any changes to services, fees, or other updates to the registered email addresses provided. It is your responsibility to read such emails and keep your email address updated with FLX Workspace.

## 5. TECHNOLOGY RELEASE

In order to utilize all the Services offered by FLX Workspace, it may be necessary to install or run software on a Member's computer. In addition, from time to time, at a Member's request, FLX Workspace or an affiliate may troubleshoot problems a Member may have accessing certain Services such as Printing, Copying, or Wi-Fi. Regarding the foregoing, you agree that FLX Workspace and our affiliates are not responsible for any

damage to any Member's computer system related to such technical support or downloading and installation of any software. FLX Workspace does not assume any liability or warranty in the event that any manufacturer warranties are voided and do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

## 6. INSURANCE

You are responsible to maintain, at your own expense, personal property insurance and commercial general liability insurance covering property loss and damage, injury to the Members and the Members' guests and prevention of or denial of use of or access to, all or part of the Premises in form and amount appropriate to your business. FLX Workspace must be named as additional insureds on any such policies of insurance.

## 7. LEGAL DISCLOSURES

### 7.1. Information Security:

- 7.1.1. FLX Workspace will make its best effort to protect all confidential information regarding Member.
- 7.1.2. FLX Workspace may disclose information about Member as necessary to satisfy any applicable law, regulation, legal process or government request
- 7.1.3. FLX Workspace will not harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.

**7.2. Our Reserved Rights:** FLX Workspace staff will access the open space and/or conference room, with or without notice, for maintenance, safety or emergency purposes. During these times, FLX Workspace may temporarily move furniture contained in the office space. FLX Workspace reserves the right to move or alter the office space. FLX Workspace may modify or reduce the list of Services at any time with prior notice. The Services may be provided by FLX Workspace, an affiliate or a third party.

**7.3. Member Disputes:** FLX Workspace does not control and is not responsible for the actions of other Members. If a dispute arises between Members or their invitees or guests, FLX Workspace shall have no responsibility or obligation to participate, mediate or indemnify any party. FLX Workspace does reserve the right to terminate Membership immediately, without refund, if any Member's dispute becomes disruptive.

**7.4. Behavior:** Harassment, profanity, threats, or aggressive behavior will not be tolerated and is cause for termination.

**7.5. Waiver of Claims:** To the extent permitted by law, you, on your own behalf and on behalf of your employees, agents, guests and invitees, waive any and all claims and rights against FLX Workspace, FLX Workspace affiliates, third parties hired by FLX Workspace, other Members, assignees, officers and directors resulting from injury or damage to, or destruction, theft, or loss of property or person.

**7.6. Indemnification:** You will indemnify FLX Workspace and our affiliates from and against any and all claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach of this Agreement by you or the Members or their guests or pets or their actions or omissions. If any such claim, action, or proceeding is brought against FLX Workspace or our affiliates, you, will at your expense, upon notice from FLX Workspace, defend such action or proceeding by counsel approved by FLX Workspace.

**7.7. Limitation of Liability:** The aggregate monetary liability of FLX Workspace or our affiliates to you, the Members, or your or their guests for any reason and for all causes of action, will not exceed the total Membership fees paid by you to FLX Workspace under this Agreement. FLX Workspace and our affiliates will not be liable under any cause of action, for any indirect, special, incidental, consequential, or punitive damages, including loss of profits or business interruption. You may not commence any action, or proceeding against FLX Workspace or our affiliate, whether in contract, tort, or otherwise unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

**7.8. Legal to enter into Agreement:** 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 Membership Agreement 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.

**7.9. Acceptance of Agreement:** The Services FLX Workspace provides to you, the undersigned Member, including but not limited to building access, use of office space, access to Internet, and the other Services listed below, are subject to the Membership Agreement. The most recent Agreement will be posted online and made available upon request. Members will abide by the Agreement, as well as other terms determined by FLX Workspace staff, which may be communicated verbally, by email or written notice.

**7.10. Day Pass Perpetuity:** You agree that this agreement shall remain in effect for future Day Pass requests without the need to sign a new agreement each time. This agreement will carry forward and be considered in force with each and every future Day Pass reservation. Changes to policies may require a new agreement.

**With all the legalese out of the way, enjoy the space!  
We're excited to welcome you! :)**