



CONFERENCE ROOM USE TERMS & POLICIES

ACCEPTANCE OF AGREEMENT

FLX Workspace provides to you, the undersigned user, building access, use of the private conference room at 121 Fall Street, access to Internet, use of the presentation screen, and the other Services listed below, subject to the following Conference Room 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.
- Primary User refers to the undersigned leasee of the FLX Workspace conference room.
- Services refer to the services and amenities provided by FLX Workspace.
- Guests are all non-members who are invited into FLX Workspace by the Primary User.

1. CONFERENCE ROOM BEST PRACTICES

FLX Workspace is a shared, collaborative, and open workspace. The private conference room is the limit of granted access under this agreement, aside from using the restroom or visiting the Snack Station. Active members of FLX Workspace do have full use of the open space, including amenities.

- **Be considerate and respectful of others.** When you are finished using the conference room, replace chairs to their original location, clean off any tables, erase the white board if used, and remove trash.
- **Phone calls and conferencing** are fully permitted in the conference room.
- Conference room guests are welcome to visit the Snack Station in the main workspace area. The coffee, tea, bottled water, and snacks are available on an **"honor bar"** basis to non-member conference room guests. There is a money slot attached to the snack station and the suggested amount is \$1 per item so we can continue to offer this convenience. 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 bottles.
- As much as we love animals, **pets are not allowed** in FLX Workspace.
- FLX Workspace is a collaborative environment for adults. We love children, but **all guests must be 18+**.
- The **private conference room** screen can be used as needed and includes hook-ups for DVI and HDMI.

- The **wall whiteboard** can be used as needed so long as it is cleaned afterwards with provided supplies.
- **WiFi access** is fully provided to all conference room users and visitors.
- **The lounge area** in the middle of the open space is reserved for paid Members and their Guests. The conference room is the limit of granted use (aside from aforementioned restroom and snack station).
- **We are a community**, let us know of suggestions on how we can make the FLX Workspace better.
- **Access to the conference room** is available 24/7 per availability.
- 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.**
- **Please do not operate the popcorn machine.** We can have popcorn prepared upon request (additional charges will apply) at the time of conference room booking.
- **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.**

2. SERVICES

Subject to the terms of this Agreement, **FLX Workspace** will provide the Primary User and Guests services including but not limited to those described below.

2.1. Building Use: Conference room rental includes access to the conference room, the snack station, and the restroom.

- 2.1.1. Upon completion of the Agreement and receipt of payment the Primary User will receive access via our app (Android/iPhone) or a Card Key if requested. This will provide access to the main entrance at 119 Fall Street and the hallway entrance at 115 Fall Street.
- 2.1.2. Guests can be let in at 121 Fall Street, 119 Fall Street, or 115 Fall Street and must be accompanied by the Primary User. Guests cannot remain in the space or conference room once the Primary User has left the premises.
- 2.1.3. An FLX Workspace staff person will be available via text, app, and/or phone 7 days a week.
- 2.1.4. Coffee, tea, and bottled spring water are complimentary to members only and snacks are made available on an "honor bar" basis. Prices are \$1 per item and a money box is attached.

2.2. FLX Workspace Conference Room Furnishings:

FLX Workspace provides the Primary User and Guests use of the conference room furnishings. Tables and chairs can be rearranged as needed.

- 2.2.1. FLX Workspace furnishing provided are the sole property of FLX Workspace.
- 2.2.2. FLX Workspace furnishings may never be removed from FLX Workspace.
- 2.2.3. If chairs are moved, please return to original location before leaving the space.
- 2.2.4. Any damage to FLX Workspace furnishings by the Primary User or Guests are the sole responsibility of the Primary User. The Primary User and Guests may be liable for the full replacement cost of any damaged items.
- 2.2.5. Any damage to FLX Workspace by Guests are the sole responsibility of the Primary User.
- 2.2.6. FLX Workspace does not guarantee furnishings for any particular purpose or usage.

2.3. Member Belongings:

- 2.3.1. FLX Workspace is not responsible in any way for Primary User or Guest Belongings.
- 2.3.2. Primary User and Guests should safeguard Belongings and not leave any items behind.
- 2.3.3. Primary User and Guests can bring their own snacks and beverages, but cooked meals or foods with a strong smell or distinct aroma are not permitted.

2.4. Private Conference Room:

- 2.4.1. Primary User and Guests are only permitted to use conference room for time reserved.
- 2.4.2. Additional reserved time past the included credit is billed at current prevailing rate available on the website.
- 2.4.3. Conference room hours are only valid for the time they were allocated. There are no refunds on missed appointments or time slots.

2.5. Guests: FLX Workspace allows Guests for the Primary User when renting the conference room.

- 2.5.1. Non-member Guests can be let into the space by the Primary User so long as the Primary User is also entering at that time or already inside FLX Workspace at the time of arrival.
- 2.5.2. All non-member Guests must exit with, or prior to, the associated Primary User.

- 2.5.3. Conference Room usage includes 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.

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

- 2.6.1. FLX Workspace will provide climate control throughout the space. Primary User and Guests are not permitted to adjust thermostats or settings, but can request adjustments.
- 2.6.2. Any maintenance resulting from damage, misuse, spills, or mistreatment by Primary User or Guests will be billed to the Primary User up to the actual cost + 5%.

2.7. Facility Security: FLX Workspace provides Primary Users with Card Key or smartphone app access.

- 2.7.1. 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. Primary User can also let conference room guests in at 121 Fall Street.
- 2.7.2. Primary Users are not permitted to provide their Card Key or Smartphone App to anyone else for any reason. Sharing access will result in termination of access with forfeiture of any and all fees paid.
- 2.7.3. Aside from time of entry, all doors must remain closed unless expressly open by FLX Workspace staff.
- 2.7.4. Smartphone app access is provided to all Primary Users. Card Key access requires a \$20 deposit, which will be refunded if your Card Key is returned undamaged.
- 2.7.5. 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.
- 2.7.6. Members should report any suspicious persons or activity to the FLX Workspace staff.
- 2.7.7. Members will be liable for replacement costs should they or their associated Guests lose, steal, damage, or destroy property, furnishings, or infrastructure.

2.8. Card Keys:

- 2.8.1. All Card Keys are the property of FLX Workspace and cannot be duplicated for any reason.
- 2.8.2. Primary User may not lend, share, or transfer any Card Keys to any third party. Providing a Card Key to another person is grounds for termination and will sacrifice the Card Key deposit.

- 2.8.3. A lost card will result in forfeiture of the \$20 security deposit and a new deposit will be charged to generate a replacement.

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

- 2.9.1. The Wired and Wireless networks are shared infrastructure. Network abuse may result in a reduction of bandwidth. Repeated abuse may result in termination.
- 2.9.2. FLX Workspace is not liable for Internet outages, power outages, or other service provider failures outside its control.
- 2.9.3. 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.

2.10. Printers/copiers/scanners: Conference room users and guests do not have use of the facility's printers or the primary copier.

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

2.12. Children: FLX Workspace is reserved for those 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. LEGAL DISCLOSURES

3.1. Information Security:

- 3.1.1. FLX Workspace will make its best effort to protect all confidential information regarding members, guests, and primary users.
- 3.1.2. FLX Workspace will not harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.

3.2. Our Reserved Rights: FLX Workspace staff may access the open space and/or conference room, with or without notice, for maintenance, safety or emergency purposes. FLX Workspace may modify or reduce the list of Services with prior notice. The Services may be provided by FLX Workspace or a third party.

3.3. Member Disputes: FLX Workspace does not control and is not responsible for the actions of other Members or Guests. If a dispute arises, FLX Workspace shall have no responsibility or obligation to participate, mediate or indemnify any party. FLX Workspace does reserve the right to terminate access immediately, without refund, if any dispute becomes disruptive. Harassment, profanity, threats, or aggressive behavior will not be tolerated and is cause for termination and removal from premises.

3.4. 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.

3.6. 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 written notice from FLX Workspace, defend such action or proceeding by counsel approved by FLX Workspace.

3.7. 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 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.

3.8. 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 Agreement and no further authorization or approval is necessary.

3.9. Perpetuity: You agree that this agreement shall remain in effect for any future conference room rentals without the need to sign a new agreement with each rental event. This agreement will carry forward and be considered in force with each and every future rental. Changes to policies may require a new agreement.

Have questions? Need help?

Please call (315) 338-4359 or email flxworkspace@gmail.com for assistance.