

Community Member Agreement



Name: _____

Company: _____

Title: _____

Email Address: _____

Phone: _____

Mailing Address: _____

Welcome to the Digital Workshop Center (DWC) community! A place to learn, work, and grow.

Established in 2006, DWC is a community center for education, coworking, and professional development. Together we're building a community of entrepreneurs, small businesses and remote workers from a wide variety of industries. We hope that our community space provides a fun, distraction-free environment for you to work, connect and grow your business.

The following terms of membership are intended to ensure value and enjoyment for all community members:

Coworking Membership and Day-Use. Digital Workshop Center offers several flexible options from occasional day- use to full-time, dedicated workspace. Choose the option that works for you and change as-needed. Current day-use and monthly membership features are listed on our web site.

Conference Room. The Community Room and Classroom conference spaces are available hourly and daily for private use and can be reserved in advance by members and non-members. Private office members enjoy unlimited private use of these rooms included with monthly dues. As a community member, you will receive a set number of hours per month, based on your membership level. Refer to our website for the latest member information. Additional conference room hours may be purchased at a discounted rate.

Please contact us to reserve the spaces in advance. Conference room time is first-come, first-serve. All conference room reservations must be approved by a DWC admin.

Discounts on classes. As a community member, you will receive discounts on classes based on your membership level. Please check the website for updated discount information. Discounts may be solely used by the member and are non-transferrable. A discount code will be provided for each member and will only work when applied to that member's account. All class enrollment is subject to our standard Terms and Conditions.

In addition to the member monthly discount, you also are able to give one discount code to one individual per month. This discount code is good for one student registration only and may not be applied to a group registration. Discount may not be combined with any other offers. Good for public classes only. Discount codes do not roll-over to the following month.

Internet. The Digital Workshop Center will provide the highest speed, business class internet for all members and students. Wireless and wired access will be provided throughout the building. The DWC cannot be responsible for any lost work or income due to internet provider outages. We will do our absolute best to make sure internet is consistently available and reliable.

Lockers. Digital Workshop Center shall provide lockers for you to store any personal belongings. Each member is responsible to provide their own lock. DWC will take appropriate steps to ensure that the lockers are kept as secure as possible. However, DWC is not responsible for any theft or lost items.

Phone conversations. Private space for active, extended phone calls is limited in the communal workspace. Please be courteous of other members. To take calls, we encourage you to (1) use the phone booth, (2) schedule use of the Community Room or Classroom in advance or (3) use the common area space next to the kitchenette (see *Common area* details below).

Common area. The common area is shared by all tenants of the building. You are welcome to use the space for informal or impromptu meetings. However, this space is not able to be reserved by any member and is a first-come, first-serve space. Please respect other members and our neighbors by keeping noise level to a reasonable volume while in the common area.

Help us keep the space clean. Please help yourself to complimentary coffee and snacks in the common area or bring in something of your own. Additional vending is available and prices are posted in the vending area. Help us maintain a professional environment by using the trash and recycling receptacles, washing and putting away your used dishes, and wiping down counters and tables.

Be green. Please recycle paper, cardboard, cans, bottles, and other single-stream items in the receptacles provided. Let us know if you have questions about what can be recycled. Please also power down machines/monitors and turn off lights when not in use.

Guests. Digital Workshop Center monthly members may host guests at no cost when space permits. This may be a client, partner, co-worker, or prospective member. At the discretion of the Digital Workshop Center, members may be charged a guest rate or standard day-use fee for frequent guests. Members are responsible for their guests' compliance with these guidelines and Terms of Use (attached). Please notify Digital Workshop Center of all guest visits. For any meetings, please reserve one of the conference rooms in advance.

Other users. We're working hard to build the community by accommodating a variety of users in a small space. Because the conference rooms are available to individuals and small groups during and after regular business hours, some days may be fairly quiet while others might be more active. Members are encouraged to let us know if other users are having a negative impact on their experience.

Parking. Community members should park in the neighborhood side streets. Private office members will receive one dedicated parking space only. Parking on Remington St and other downtown streets may have a 2-hour time limit, so please read signs carefully. Digital Workshop Center is not responsible for any parking tickets you or your guests may incur while at DWC. Please respect all signs in the parking lot and use street parking as-needed. When hosting guests, all members should direct individuals to park in the neighborhood and to obey parking signs carefully.

Payment: Drop-in fees are due on the day of your visit. Monthly membership fees are due on the first day of your payment cycle. We accept credit cards (all major types), cash, and check (with ID).

Administrative Fees: A \$25 administrative fee shall be due in the following cases:

1. After three (3) or more failed attempts to process membership payment. (Note: We will do our best to notify you when we see a first failed payment. Please notify us as soon as possible with any updates to your recurring payment method.)
2. If member cancels membership without proper notice. See Cancellation Policy terms below.
3. Any special requests to membership or billing for a member deemed to cause excessive administrative time for any member of DWC staff. Members shall be notified of special request administrative fees in advance of fulfilling such request and must be agreed upon by member in writing.

Cancellation Policy: To cancel your membership, contact our offices at info@digitalworkshopcenter.com to notify us of your intent to cancel your membership **in writing** at least **21 days before your next billing date.**

We will cancel your recurring payment prior to this billing date. You will still retain access to the coworking space through the end of your final payment cycle. Failure to notify us of intent to cancel will result in an administrative fee of \$25 plus the total due for your final month of membership.

_____ Member Initials

Help us build for the future. We believe the Digital Workshop Center community will grow and thrive as an ideal environment for freelancers, start-ups, remote employees, and other independent professionals, but **our success depends on you.** Please talk to us in person or contact us electronically with your constructive input, ideas, and feedback so that we can continually improve the member experience. We're listening.



Addendum "A"

Terms of Use

This Addendum "A" Terms of Use and the terms and conditions set forth herein are hereby fully incorporated into and made a part of the Community Membership Agreement (the "Agreement") to which this Addendum "A" is attached. The services the Digital Workshop Center provides to you pursuant to the Agreement, which may include access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services as Digital Workshop Center may determine from time to time (collectively, "Services") shall at all times be subject to this the following:

1. Acceptance of Terms.

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 the 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.

2. No Unlawful or Prohibited Use.

You will not use the Services for any purpose that is unlawful or otherwise prohibited by the terms hereof. You may not use the Services in any manner that could damage, disable, overburden, or impair any Digital Workshop Center server, or the network(s) connected to any Digital Workshop Center 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 Digital Workshop Center 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.

3. Use of services.

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

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, pornographic, indecent or unlawful topic, name, material or information on or through Digital Workshop Center Services;

- d. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or 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;
- e. 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;
- f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Intentionally restrict or inhibit any other user from using and enjoying the Services;
- i. Violate any code of conduct of other guidelines which may be applicable for any particular Service (including any rules applicable to the building located at 324 Remington St Suite 130, Fort Collins, CO 80524);
- j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations; and
- l. Create a false identity for the purpose of misleading others.

Digital Workshop Center reserves the right to determine, in its sole and absolute discretion, whether your conduct violates the prohibitions contained herein.

4. Privacy.

You acknowledge that Digital Workshop Center will not disclose any confidential information about you unless required to do so by court order, applicable law, or regulation. Digital Workshop Center reserves the right to edit, refuse to post or to remove any information or materials posted on its servers or on any network connected to its servers, in whole or in part, in Digital Workshop Center's sole and absolute discretion.

5. Confidentiality.

- a. You acknowledge that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean any information, in whole or in part, that is disclosed by Digital Workshop Center, or any participant or user of the Services or any employee, affiliate, or agent thereof, that reasonably could be considered nonpublic, confidential or proprietary in nature.

Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Digital Workshop Center, any analyses, compilations, studies or other documents prepared by Digital Workshop Center or otherwise derived in any manner from the Confidential Information and any information that you know or have reason to know should be treated as confidential.

- b. You agree that you shall:
 - I. Maintain all Confidential Information in strict confidence; II. Not disclose Confidential Information to any third parties;
 - III. Not use the Confidential Information in any way that is directly or indirectly detrimental to Digital Workshop Center, or any participant or user of the Services.

- c. All Confidential Information shall remain the sole and exclusive property of Digital Workshop Center or the respective disclosing party.

- d. Nothing in this Agreement or your participation or use of the Services shall 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 or proprietary rights owned by Digital Workshop Center, or any participant or user of the Services.

6. Participation In or Use of Services.

You acknowledge and agree that you are participating in or using the Services at your own free will. Digital Workshop Center does not have any direct, indirect or consequential liability to you with respect to your access, lack of access, participation in, use of, or loss of information resulting from use of the Services.

7. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, Digital Workshop Center provides the services "as is" and with all faults, and hereby disclaims with respect to the Services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related 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, or non-infringement. The entire risk arising out of participation in or the use of the Services, remains with you.

8. Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by applicable law, in no event shall Digital Workshop Center, affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable to you for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, loss of profit, 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 Digital Workshop Center, and even if Digital Workshop Center has been advised of the possibility of such damages.

9. Limitation of Liability and Remedies.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Digital Workshop Center, affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of the Agreement and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you not to exceed ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

10. Release and Indemnification.

You hereby release and agree to indemnify, defend and save harmless Digital Workshop Center and Digital Workshop Center's, 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 or your failure to comply with the terms of this Agreement.

11. Choice of Law/Severability.

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Colorado. In the event that any provision or portion of the Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of the Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

12. Insurance.

Digital Workshop Center will carry Liability and Business Personal Property insurance under such terms and in such amounts as it determines in its sole and absolute discretion. As a member, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment and business while using our space. That policy may cover your current residence/office, as well as the premises of Digital Workshop Center.

13. Amendment and Termination.

Digital Workshop Center reserves the right to revise and update the terms herein at any time. Digital Workshop Center will attempt (but is not obligated) to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement. Digital Workshop Center reserves the right to terminate any of the Services at any time. Digital Workshop Center further reserves the right to terminate your participation in and use of any Services and this Agreement, immediately and without notice, with or without cause. However, in the event Digital Workshop Center terminates your participation in and use of any Services without cause, Digital Workshop Center shall provide you with a refund of any paid but unused Membership Fees.

14. Assignment.

This Agreement may not be assigned by you without the express written consent of Digital Workshop Center.

15. Attorneys' Fees.

In the event Digital Workshop Center institutes or defends any legal action, arbitration or other proceeding in connection with this Agreement, it shall be entitled to an award of its attorneys' fees and expenses in the event it is the prevailing party.

I have read the guidelines listed above including the Terms of Use attached here as Addendum A.

Print Name

Signature

Date