



8:00 AM – 5:00 PM Membership Agreement

Introduction

Coworking is a relatively new approach to work that involves sharing of business space and resources, and a sense of community, collaboration and social interaction among people not employed by the same organization. Typical community members are work-at-home professionals, independent contractors, people working remotely from their employer, start-ups, small businesses, consultants, and self-employed individuals.

As a community of professionals, we are guided by common courtesy, etiquette, and mutual respect. Thus, written rules and prohibitions are at a minimum. The purpose of this membership agreement is not to set out a comprehensive list of rules governing our daily work, but rather to outline a few necessary legal requirements pertaining to membership.

Agreement

Forward Cody Wyoming, Inc. is a Wyoming Non-Profit Company doing business as *@theSquare*, located on the first floor of the Bank of the West building at 1130 Sheridan Avenue in Cody, Wyoming. This agreement is between you as a member (referred to as "You" or "Member") and *@theSquare*. The *@theSquare* premises consists of approximately 2,000 square feet of commercial office space. The premises will be shared and used in common by all members on a non-exclusive basis.

Membership, Payment and Termination

Members enjoy the use of the premises subject to this agreement. *@theSquare* reserves the right to update this agreement at any time without notice. *@theSquare* membership does not create a tenancy but a prepaid usage license to use the premises. The fee is \$100 a month. This \$100 a month membership includes unlimited use of common areas and up to 10 hours a month usage of reserved spaces (Zoom room, classroom, and conference room). These spaces should be reserved ahead of time and prior reservations by other members should be respected. Additional use of these reserved spaces can be purchased at the rate of \$25 a day.

The cancellation policy for the reserved spaces is with 24 hour or more advanced notice (by 8am to morning before your reservation) you will be issued a refund for any charges you incurred by renting the space, minus a \$5 processing fee. Cancellations within 24 hours of the reservation will not be refunded.

@theSquare membership includes access to workspace and conference space on the main street in Cody. All Members have access to High-Speed Internet, a black and white copier/printer, scanner, mailbox, coffee bar, and other typical business amenities.

Members will have access to the facility Monday – Friday 8:00 AM – 5:00 PM (subject to change on holidays).

Membership is billed for a full month in advance, either on the first of the month or your anniversary date, whichever arrangement is agreed upon the commencement of membership. It will be billed via automatic charge to your credit card. Renewal for a full month is automatic unless you notify us five (5) weekdays before your monthly renewal date.

@theSquare reserves the right, in its sole discretion, to terminate a membership at any time and refund the balance of the month's membership, after deducting any amounts that may be owed.

Security

Our wifi is password protected with WPA technology; however, because the internet is provided as a resource shared among many users, there is a risk that you could be subject to a variety of security breaches, including but not limited to viruses. You should install and keep up to date protective software and/or hardware. *@theSquare* will not be liable for any damages related to viruses, ransomware, or similar hazards.

Disclaimer of Warranties

To the maximum extent permitted by the applicable law, *@theSquare* provides the premises and business amenities and services "as is" and with all faults, and hereby disclaim with respect to same all warranties and conditions, whether express, implied or statutory, including but not limited to merchantability or fitness for a particular purpose.

Limitations of Liability; Indemnification

To the fullest extent permitted by law, the Member and each of its employees, agents and invitees, waive any and all claims and rights against *@theSquare*, and its officers,

employees and agents arising from injury to or damage to, or destruction, theft or loss of property or person. *@theSquare* shall not be liable under any cause of action for any indirect, special, incidental, consequential, or punitive damages, including loss of profits or business interruption.

The Member acknowledges that it is responsible to maintain, at its own expense, personal property insurance and commercial general liability insurance covering itself and its employees, agents and invitees for property loss and damage, personal injury and/or loss of use (or prevention of access to) the premises in amounts sufficient to protect the Member's business. The Member agrees to provide proof of such coverage upon *@theSquare's* request.

The Member hereby agrees to defend, indemnify and hold harmless *@theSquare* and its affiliates from any and all claims, liabilities and expenses, including reasonable attorneys' fees, resulting from any breach of this Agreement by the Member or its guests or invitees, or from the acts or omissions of the Member or its guests or invitees. The Member is responsible for the actions of or the damages caused by all persons that the Member or their guests or invitees invited to enter the premises.

Housekeeping

Shared use of space implies shared care of the space. While janitorial services are provided for the common areas, members are responsible for cleaning up of the area that they use.

Common Courtesy

Though it should go without saying, the success of the *@theSquare* co-workspace is contingent on each member's **respect** for their coworkers and the facility. The following are a few items which are key:

- Please help us create a courteous work environment.
 - We understand the nature of business engenders phone conversations – we ask that the volume of conversations are respectful and keep other users in mind.
 - Music, videos, and other media may be enjoyed using headphones.
 - When having an in-person discussion please be mindful to your coworkers.
- Please be respectful to the privacy of other's projects when fellow coworkers are not seeking collaborative input.
- Please refrain from bringing children, pets, or other distractions to the space.

I understand and agree to the Membership Agreement.

Signature: _____

Printed Name: _____

Date: _____

Phone: _____

Email: _____

Physical Address: _____



Day Use Agreement

Security

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Limitations of Liability; Indemnification

To the fullest extent permitted by law, the User and each of its employees, agents and invitees, waive any and all claims and rights against *@theSquare*, and its officers, employees and agents arising from injury to or damage to, or destruction, theft or loss of property or person. *@theSquare* shall not be liable under any cause of action for any indirect, special, incidental, consequential, or punitive damages, including loss of profits or business interruption.

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I understand and agree to the Usership Agreement listed on

Signature: _____ Date: _____

Printed Name: _____

Email: _____