

# Pine Ridge Co-Working Agreement

Pine Ridge Presbyterian Church (hereinafter "The Co-Working Space") is providing space located at 7600 NW Barry Road, Kansas City, Missouri 64153 to be used as a co-working space by membership.

## Membership Includes:

- A key fob to access building during office hours (Monday - Friday 9am -5pm)
- Access to open seating in the Holy Grounds Cafe and Chapel
- Access to refrigerator and coffee maker.
- Access to Gray Parlor and Cry Room; by reservation
- Free Wi-Fi
- Use of print/copy/fax machine
  - First 50 copies per calendar month at no cost
  - \$0.20 per copy thereafter
- Mailing address; will have a space in office for mail.
- Free parking

## Fees and Payment:

- Co-workers pay \$150 per month, plus a \$50 registration fee to cover key fob and background check fees. To join, co-workers pay a total of \$200 for the first month, or \$125 if joining after the 15th of the month.
- Co-workers' payments will be deducted automatically through the Pine Ridge app on the first of each month. Key fob access will be removed for non-payment of fees after the 5<sup>th</sup> of the month.
- Co-workers may cancel their membership with written email notice. Access to the facility ends immediately upon cancellation of membership. Co-workers are responsible for returning their key fobs to the office.
- All fees are non-refundable.

## Acknowledgement:

I have read and understand the contents of this agreement, have executed it voluntarily and understand I am responsible by its terms. I have also received and read the Pine Ridge Co- Working Agreement Terms and Conditions and understand I am responsible by its terms.

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Acknowledged and Agreed

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Date

# Pine Ridge Co-Working Terms & Conditions

## Additional Responsibilities / Policies:

- A background check will be completed on all co-workers prior to membership acceptance.
- When key fob is assigned, the person to whom the key fob is issued accepts responsibility for the fob and promises to keep it in their personal possession. The fob may not be loaned out or used to allow another person access into the building. Lost or stolen fobs must be reported to the Church Office immediately, or on the first business day if the loss or theft occurs outside of regular Church Office hours so the fob can be deactivated. Doors may never be propped or wedged open to allow continued access by other individuals.
- Co-workers must sign in at the office upon arrival.
- Members are allowed to bring guests. Co-workers are responsible for signing in guests at the office upon arrival. If guest participates in regular use of the facility they will be required to obtain membership.
- After using any areas of the facility, co-workers must return area to the original configuration or condition or better once completed with use.
- Facility will be closed on inclement weather days, when Park Hill schools are cancelled
- Co-workers will follow Pine Ridge Presbyterian Church Calendar for observance of holidays and closings.
- Co-workers' may not access the education wing or the lower level (PDO and Preschool Program areas) at any time.
- Wi-Fi access: For a password see the Church Administrator. The password is subject to change from time to time.
- Please bring your own food and K-cups. Clean up after yourself.
- Bicycles are not allowed inside the facility.
- Tobacco and alcohol use inside the facility is strictly prohibited.
- No animals of any kind are allowed inside the facility or on the grounds associated with the facility, except for service dogs.
- Co-workers may not leave any belongings overnight. Co-workers are responsible for their personal property.
- Some members or designated individuals may be allowed after hours use or may be granted access to independently enter the facility. This will require agreeing to follow the Pine Ridge Facilities Use Guidelines and a walkthrough of the process prior to access being granted. In addition, the member individual will take full responsibility for any damages caused by neglect or abuse.
- Fire and tornado drills are conducted on a routine basis. Co-workers are required to participate, per fire marshal instruction.

## Internet and Space Usage Terms and Conditions (T&C):

Pine Ridge Presbyterian Church reserves the right to update the T&C at any time without notice to you.

The Co-Working Space Agreement does not create a tenancy but a prepaid usage license to use the provided amenities on a monthly or casual basis.

The Co-Working Space may provide you with access to workstations, Internet access, office equipment, conference space, and other services (collectively, "Services"). The Services at all times are subject to the T&C.

Member may not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. Member may not use the Services in any manner that could damage, disable, overburden, or impair any The Co-Working Space's network, internet access, or interfere with any other party's use and enjoyment of any Services.

Member may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to The Co-working Space network 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, nor should you post or download files that you know or should know are illegal or that you have no rights to.

Member 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 T&C and no further authorization or approval is necessary. Member 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.

In the event of a breach of the terms and conditions of this section, your use and/or participation at the Co-Working Space shall be terminated, immediately. Member agree that when participating in or using the Services, you will not:

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through The Co-working Space network.
- Upload, or otherwise make available, file that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, 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.
- 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;
- Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another co-worker.
- Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
- Restrict or inhibit any other user from using and enjoying the Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules).
- Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.

- Violate any applicable laws or regulations; or Create false identity for the purpose of misleading others.
- Maintain all Confidential Information in strict confidence

In the event of a breach of the terms and conditions of this section, your use and/or participation at The Co-Working Space shall be terminated immediately.

The T&C must be adhered to at all times. Failure to follow T&C can result in non-renewal or even early termination of the usage license. Pine Ridge Presbyterian Church reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&C. This includes non-payment or violation of the space rules. If this happens, The Co-Working Space will not refund any amounts paid for unused periods that remain.

Members may terminate this Agreement by giving a written notice of termination as established in this Agreement. Termination shall be in effect as of the end of that calendar month. Should Member not provide timely notice of termination to The Co-Working Space then the Membership Period shall continue to the end of the following calendar month and the service fees for that calendar month shall be payable.

Member acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by The Co-Working Space or any participant of use of the Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of The Co-Working Space, any analyses, compilations, studies or other documents prepared by The Co-Working Space or otherwise derived in any manner from the Confidential Information that you are obliged to keep confidential or know or has reason to know should be treated as confidential.

Member acknowledges that you are participating in or using the Services at your own free will and decision. You acknowledge that The Co-Working Space does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

To the maximum extent permitted by the applicable law, The Co-Working Space provides the Services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including but not limited 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, correspondence to description or non- infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

To the maximum extent permitted by the applicable law, in no event shall Pine Ridge Presbyterian Church or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to damages for: loss of profits, 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 The Co-Working Space, and even if The Co-Working Space has been advised of the possibility of such damages.

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 Pine Ridge Church or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this T&C and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to \$500.00 The foregoing limitations, exclusions and disclaimers, including the previous sections) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding The Co-Working Space, or any of The Co-Working Space officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

Member releases, and hereby agree to indemnify, defend and hold harmless Pine Ridge Presbyterian Church and The Co-Working Space subsidiaries (whether or not wholly-owned), 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. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorney fees and costs incurred by The Co-Working Space or its respective officers and agents in connection with the defense of such claim or lawsuit.

In consideration of Pine Ridge Presbyterian Church allowing ("Member(s)") parties listed above to use and occupy The Co-Working Space, Member does hereby remise, release, and forever discharge Pine Ridge Presbyterian Church, of and from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, both in LAW and in EQUITY, which against the said Pine Ridge Presbyterian Church, or its heirs, successors, assigns, agents, and servants Member may now have or ever had from the beginning of the world to this date, and more especially on account of Member's use of The Co-Working Space and any loss, injury or theft associated therewith. Occupant is aware of the risks associated with the use of The Co-Working Space, and does hereby expressly assume and consent to the same. Member(s) is/are aware that this Agreement creates legally binding obligations and, therefore, has had the chance to review the same, prior to its execution, with the Attorney of their choice. This agreement shall be governed in accordance with the Laws of the State of Missouri.

Pine Ridge Presbyterian Church carries Liability and Business Personal Property insurance. As a user, you are not required but it is strongly suggested that you carry an Insurance policy to cover your own equipment while using our space.