

# Powell MakerSpace Co-Work Policy



## What is this?

This is our Co-Work Member Agreement, or basically, what co-work members of Powell Makerspace agree to when they use our co-work space. It's both a legal document and goes over some of the finicky ground rules we've learned. This document is based off [IndyHall](#)'s. Last revised: January 8, 2014

## Updates

Date	What was changed
8-24-2016	Added logo
8-24-2016	Added change log, updated formatting for page breaks

## The Member Agreement

Powell Makerspace Foundation, Inc ("Cowork") is operated by the Powell Makerspace Board ("Board") to, among other things, foster and support a coworking community at 328 E 3rd Street Powell WY by providing its members with space, tables, desks, chairs, trash cans, Internet connectivity, a collaborative community, three hours of conference room usage each month, and other resources and stuff (such services, the "Cowork Stuff"). By joining Cowork, our members agree to certain rules for our community ("Rules of Cowork," "Rules"). The goal of a community such as Cowork is to help each of us work hard, so we should be considerate of each other, play well together, follow the Rules of Cowork. If one of us doesn't follow the Rules, it affects all of us and Cowork, and as a condition to membership, we each agree to abide by this Agreement ("Agreement").

Any questions about this Agreement, the Anti-Harassment Policy, or any rules not covered here, should be addressed by email to [cworkinfo@powellmakerspace.org](mailto:cworkinfo@powellmakerspace.org). Otherwise, here are the Rules of Cowork, which all members, including you, agree to:

# 1. Conduct

Behave well and treat others the way you would want to be treated. Keep in mind that people who are annoyed or offended may not tell you so directly, but instead engage less with Cowork, which hurts everybody.

At the Board's discretion, or upon notice from other members, disruptive or abusive language or behavior will result in a warning and a mark against your membership (a "strike"). On the third strike, your membership will be revoked. Your membership may be revoked prior to the third strike upon the sole discretion of the Board.

These are the general rules we ask you to abide by:

**a. Indoor voice.** We are all trying to get work done, so try to be mindful and respectful of others' attention and time. Generally, if someone has their headphones on, please respect their privacy (that's the most important rule we have). Cowork is not a library, and collaboration is encouraged, but this is a workplace, first and foremost.

**b. Phone calls.** Please be sure to use your indoor voice when on the phone. We want to make sure that your conversation is not a distraction to others. There is nothing more awkward than hearing your fellow Coworkers during their half of a conversation. If you have a difficult time keeping your voice down, feel free to move to another part of the building that is less populated to have your conversation.

**c. Harassment.** Please read our Anti-Harassment Policy. We have zero tolerance for harassing our members or guests of Cowork. Members or guests violating the Anti-Harassment Policy will be sanctioned or expelled from the space or the event at the discretion of the Board.

**d. Guests.** Feel free to invite friends or guests for lunch, a quick meeting, or just to say hello. Guests are required to adhere to the Rules of Cowork.

**e. Reserved and FLEX use.** Some cubicle in the Cowork space are reserved by members. Reserved cubicles are private space and no entry into those spaces is allowed without explicit approval of the member who reserved the cubicle. Those cubicles not reserved will be marked "FLEX" and are for the CoWork community. Please do not leave property on the FLEX desks or around the desks when you will not be working there that day. Take home what you bring in, or arrange with the Board for storage in an out-of-the-way area. Every evening and/or morning the FLEX desks will be cleared of items, which will be deposited in an area for collection. Leaving items on desks despite notice will result in a strike.

**f. Refrigerator.** The refrigerator is primarily for storing that day's food, beverages, and some occasional leftovers from events. As a general policy, food that is older than one week and taking up space will be thrown out. Containers or food left in the refrigerator may be thrown out at any time at the discretion of the Board. Labeling your food will help us at least give you a heads up.

**g. Alcohol policy.** There is a strict no alcohol policy on the premises. Violation of the policy will result in a strike and or immediate termination of membership.

**h. Overnight use.** We understand that our members may need to pull a late night of work every now and again. However, under no circumstances is sleeping at the space overnight allowed.

**i. Heat & air conditioning.** We set the heat and air conditioning on a schedule that makes sense for most people. Please do not raise or lower the temperature. If the heat or air conditioning do not seem to be working, please notify a Cowork staff.

**j. Locks.** The doors are automatically locked most of the time. Cowork will be staffed from noon to 8pm Tuesday - Friday, and 10am to 6pm Saturday. Currently, Cowork does not have 24 hour access to our space. By June 1st, members will have 24 hour access via assigned access code.

We have large windows that look in on our members' gear and our supplies. Do not do anything to allow the doors to be unlocked for any notable length of time. If you believe the doors are not locked when you leave the space, it is your duty to notify a Cowork Board member or staff of the situation.

## 2. Community

Believe in yourself, believe in others, and especially believe in the collaborative power of the Cowork community. Network. Collaborate. Work hard. Have fun. Improve Cowork for all. Give input to make Cowork better. And if this isn't your sort of thing, see 1. Conduct.

## 3. Changes

We will do our best to notify members of changes to the Rules and this agreement. We will strive to keep an up-to-date copy of this agreement on Cowork's website.

## 4. Fees

We collect fees for weekly and monthly memberships (FLEX and Reserved) through (mostly) automatic credit card billing. If you believe you have been billed in error, you should contact the Board before disputing the charge with your card company (they are usually easy to solve). You are expected to pay for services up front by the 1st of each month

Fees can be paid in cash but we prefer credit card for safety and simplicity. If paying by credit card, you must notify Cowork in writing no less than 5 business days before the next billing month of your intention to cancel your membership. Failure to do so means you consent to Cowork billing you for one more month. If paying by cash, you can cancel up to the 1st of the month. If you haven't paid, you cancelled your membership. Cowork cannot maintain a "tab" for you.

1st month memberships for those members starting after the 1st of the month will be prorated.

Current membership fees as of 4/15/16 for Cowork space are:

	WEEKLY	MONTHLY
DROP-IN	\$5	\$16/\$14*
RESERVED	N/A	\$30/\$27*

\*Powell Makerspace member in good standing receive a 10% discounted price

## **5. Termination**

See section 1. Conduct for reference to what actions could lead to termination of your Cowork membership. Beyond those day-to-day rules, you agree not to use Cowork for any purpose that is unlawful, prohibited, or that could damage, disable or impair any of the Cowork Stuff, or keep other members from using the Cowork Stuff, or that would hurt Cowork as an ongoing business. This also means you won't attempt to gain access to any computer systems or networks of Cowork (beyond general web access), or attempt to obtain any materials or information not intentionally made available to all Cowork members. If you attempt to do any of these bad things, then forget about the three strikes under Rules of Cowork No. 1, as your membership may be terminated immediately with notice from Cowork.

## **6. Connections**

You also agree not to use Cowork or Cowork Stuff in connection with:

a. Contests, pyramid schemes, chain letters, junk email, spamming or similar annoying behavior; b. Defaming, abusing, harassing, threatening or otherwise violating the legal rights (such as privacy and publicity) of others; c. Posting, distributing or disseminating inappropriate, profane, defamatory, obscene, indecent, or unlawful material or information; d. Uploading, reproducing, using, performing or otherwise making available, images, software or other material or information which infringes another's rights, or is protected by intellectual property laws where you don't own or license such rights; and e. Uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage the computers or property of Cowork or another member.

## **7. Confidences**

You acknowledge that during your membership in Cowork, you are going to be exposed to Cowork Confidences. "Cowork Confidences" means information (such as business information, trade secrets, technology, customers and prospects, and other secret stuff) disclosed by Cowork or by other members of Cowork (including through your keen observation) that is confidential or proprietary in nature and simply just not known by others. It's plain and simple - you agree to keep confidential and not to disclose or use Cowork Confidences, you understand that they remain the exclusive property of whomever disclosed them, and you don't acquire any rights to such Cowork Confidences.

'Intellectual property' that gets 'created' in the co-work space belongs to the person/s that created it. Cowork makes no claims to it.

## **8. Complaints**

Please don't make defamatory or disparaging comments about Cowork or other members. Frankly, if you don't have anything good to say, then keep it to yourself or let us know about it. We can probably fix it or at least talk about it.

## **9. Liability**

Neither Cowork nor its members will assume any liability to you with respect to your access to, participation in, use of Cowork or Cowork Services, or any loss of information or other property resulting from such participation or use. Basically, if you leave stuff here and it disappears, we are not liable (but we will certainly look into how it happened and work to prevent such losses).

Cowork will not assume liability for damages or injuries to clients, guests, or other parties that members may invite to the Cowork space. We would be glad to put you in touch with our insurance agent about a general liability policy, if this is of particular concern.

## **10. Disclaimer**

Legal types ask that the following sections be CAPITALIZED, which means you're really supposed to pay attention (frankly, you're supposed to pay attention to ALL these Rules of Cowork). Here goes:

a. Cowork PROVIDES Cowork SERVICES "AS IS" AS A SERVICE AND NOT AS A LEASE OF REAL PROPERTY, AND DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TO THE EXTENT PERMITTED BY LAW. OH YEAH, THERE IS ALSO NO WARRANTY OF TITLE, QUIET ENJOYMENT OR POSSESSION. THE ENTIRE RISK OF PARTICIPATING IN OR USING Cowork SERVICES, REMAINS WITH YOU. THAT'S USUALLY THE DEAL, YOU KNOW?

b. IN NO EVENT SHALL Cowork OR ITS AGENTS, OWNERS, MEMBERS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST 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 LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO Cowork SERVICES OR OTHERWISE, TO THE EXTENT PERMITTED BY LAW.

## **11. Indemnification**

Besides all that CAPITALIZED stuff in 10. Disclaimer, you also release, and agree to indemnify, defend and save harmless Cowork, its agents, owners, members and employees, from and against all claims, liabilities, losses, damages, expenses, judgments, fines and penalties based on or arising out of your negligent actions, errors and omissions, willful misconduct or fraud, breach or violation of the Rules of Cowork or otherwise suffered in connection with your participation in Cowork or use of Cowork Services.

## 12. Consent

You are near the end, so keep your pace up. Take note that you can't assign this Agreement without the prior written consent of Cowork. Since Cowork is situated in the City of Powell, we all agree that the law of the great State of Wyoming governs this Agreement. And we further agree that exclusive jurisdiction and venue for all purposes under this Agreement shall be in Powell, Wyoming and everybody consents to such jurisdiction and venue. Finally, in the highly unlikely event that any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect to the fullest extent permitted by law.

Believe it or not, I acknowledge that I have stayed awake, read and even understand this Agreement and the Rules of Cowork. Further, I agree to be bound by this Agreement and the Rules of Cowork regarding my participation in Cowork and the use of Cowork Services.

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Signature

Date

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Print Name