



TERMINOLOGY USED IN THIS DOCUMENT

- HL refers to Hacker Lab Inc, its ownership or affiliates.
- Member refers to the undersigned member of Hacker Lab.
- Member Organization refers to any business entities associated with Member
- Services refer to the services and amenities provided by Hacker Lab.
- Guest are all non-members who are invited into Hacker Lab.

COWORKING BEST PRACTICES

Hacker Lab is a **shared, collaborative, and open** workspace. In order for everyone to peacefully coexist, there are some best practices that we should all follow:

- Be **friendly**. Introduce yourself to others. You'll probably find other motivated hard workers like yourself. They can be great resources to bounce ideas off. Many a business have been formed based on common goals and complementary skills.
- Be **considerate and respectful** of others. When you are finished using something, put it back the way you found it. Push chairs back in, clean off work spaces, and erase white boards. Always keep in mind you are sharing the space with others.
- **Advertise yourself**. If you have a permanent office or desk, put something up with your logo. If you want to share or test your marketing material, bring it to our mixers and share it with the community. The more the community knows what you are about, the more buzz it can create for you.
- When it's time for you to focus and do your productive work, the universal sign for "**do not disturb**" is to put on your headphones. If others have headphones on, that's a sign they have serious work to get done.
- **Phone calls** in the open space are fine, just talk at a normal volume and be aware it is an open space with the associated background noise. If you need privacy, are practicing aggressive negotiations or you have to yell at someone, use an available conference room or training room, take a walk outside, or use the insulated quiet of your car. On the flip side, if you get disturbed easily by someone on a call, a good set of headphones are a must. If you are on the phone a lot using your booming sales voice, a private office is your best membership option.
- **Keep our space clean**. When you leave, another person will most likely sit at that same spot. So please keep it clean and trash your trash. Note that the refrigerator is emptied every Friday.
- If the **coffee** is out, make a pot yourself! You'll probably get lots of love for brewing good coffee.
- We are **Pet Friendly**. If you do bring your small pet with you, see the guidelines regarding registering your pet and bringing your pet in. Keep them confined to your area and never leave them unattended. You are responsible for any mess your pet makes. Your pet should not be a disturbance to others.
- We are a community, let us know of **suggestions** on how we can make the Hacker Lab better. We're interested in both large and small suggestions from what brand coffee beans to order, to enhancements in the conference room.
- The front desk attendant, Membership Services Staff, is generally available and front doors are typically open from 9am-5pm.
- If you see someone that appears that they shouldn't be in the building, tell the Membership Services Staff.



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1. NO UNLAWFUL OR PROHIBITED USE

As a condition of Membership in Hacker Lab and use of the Services, Member will not use the Services for any purpose that is unlawful or prohibited in this Agreement. Member may not use the Services in any manner that could damage, disable, overburden, or impair any HL server, or the network(s) connected to any HL server, 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 any HL server 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.

2. ACCEPTABLE USE POLICIES

The undersigned **Member** agrees to abide by the following as well as enforce the following with any guests of member.

- 2.1. Do not 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.
- 2.2. Do not 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 Member owns or controls the rights thereto or have received all necessary consent to do the same;
- 2.3. Do not 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.
- 2.4. Member will not download any file(s) that cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- 2.5. Do not restrict or inhibit any other user from using and enjoying the Services.
- 2.6. Do not violate any guidelines which may be applicable for any particular Service.
- 2.7. Will not harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- 2.8. Will not violate any applicable laws or regulations.
- 2.9. Will not create a false identity for the purpose of misleading others.
- 2.10. Will not allow any guest(s) or such Members to enter the building without registering such guest(s) according to our policies.
- 2.11. Will not use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, any duplicative or unsolicited message (commercial or otherwise);
- 2.12. Do not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- 2.13. Will not publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through HL servers;
- 2.14. Do not perform any activity that is reasonably likely to be disruptive or dangerous to other members, their guests, or their property
- 2.15. Do not use the Services to conduct or pursue any illegal activities
- 2.16. Do not use the Services to conduct any activity that is generally regarded as offensive
- 2.17. Do not attach or affix any items to the walls, install antennas, or telecommunication lines or devices in the office space or bring additional furniture into the office space, in each case without our prior written consent;
- 2.18. Will not misrepresent himself or herself to the HL community, either in person or online
- 2.19. Do not take or copy information belonging to other members or their guests without their prior written consent;
- 2.20. Do not use the name "Hacker Lab" or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without our prior written consent;
- 2.21. Do not use the office space in a "retail," "medical," or other nature involving frequent visits by members of the public;



3. SERVICES

Subject to the terms of this Agreement, **HL** will provide each **Member** services including but not limited to those described below. These services are referred to in this Agreement as the “**Services**.”

- 3.1. Building Use.** Access to the shared or private office space specified in the Membership Details form. All memberships include use of the kitchen, makerspace, meeting rooms and coworking space.
 - 3.1.1. Upon completion of the membership Agreement, member will receive a key fob, which will allow access to HL 24/7. Day Pass and Guests excluded.
 - 3.1.2. An HL staff person will be onsite from 10:00am-3:00pm on weekdays in HL’s Sacramento and Rocklin locations.
 - 3.1.3. Access to the shared or private office space specified in the Membership Details form.
- 3.2. HL Furnishings.** HL provides Members use of furnishing in all shared space areas.
 - 3.2.1. HL Furnishing provided are the sole property of HL.
 - 3.2.2. HL Furnishings may never be removed from HL.
 - 3.2.3. HL Furnishings may only be moved upon approval of HL staff.
 - 3.2.4. Any damage to HL Furnishings by Member are the sole responsibility of the Member. Member may be liable for the full replacement cost of any items damaged by member.
 - 3.2.5. Any damage to HL Furnishings by Guests are the sole responsibility of the Member
 - 3.2.6. HL does not guarantee HL Furnishings for any particular purpose or usage.
- 3.3. Member Furnishing and Belongings.** Members are encouraged to bring furnishings and belongings if they reserve a dedicated desk, cube or private office.
 - 3.3.1. Member Furnishing and Belongings must be left within reserved space only.
 - 3.3.2. HL is not responsible in any way for Member Furnishings or Belongings.
 - 3.3.3. Members should safeguard their Furnishings and Belongings.
- 3.4. Shared Conference/Meeting Rooms:** Subject to availability, members are entitled use of all conference rooms during HL regular business hours on regular business days. Special arrangement must be made with HL staff for usage of conference rooms outside of regular business hours.
 - 3.4.1. Members are entitled to a number of meeting room hours per month specified in the Membership Details form.
 - 3.4.2. All monthly memberships include meeting room hours which can be used to reserve available meeting rooms. Hours can be used in any of our meeting rooms that are available. Check membership level for the number of hours included in your membership.
 - 3.4.3. Additional reserved time past the included hours is billed at current prevailing rate available on the member portal.
 - 3.4.4. Conference room hours are only valid for the month in which they are allocated. No month to month rollovers or pre-usage of future hours are allowed.
 - 3.4.5. Day Pass/Guests/Single Day Use members have NO reserved conference room or meeting room hours included in their Membership. Any conference or meeting room usage is billable at the current prevailing rate for non-Members and usable during standard office hours.
- 3.5. Shared Space:** The HL central area is a shared space.
 - 3.5.1. Shared space and common areas can be used by all members.
 - 3.5.2. Shared space is the primary work area of All-Access members.
 - 3.5.3. Shared spaces are to be use by our members and guests on a temporary basis, meaning reserving desks or work areas is not permitted, personal and work items should not be left overnight, and all work areas used by members should be cleaned and items removed when finished working.
- 3.6. Events in the Shared Space:** From time to time, events will be held in the Share Space.
 - 3.6.1. The events will almost always be in the evening.
 - 3.6.2. All events will be advertised in advance in the events calendar.
 - 3.6.3. If not attending the events, feel free to sit in the kitchen or any of the other spaces that HL will open up during the event time.
 - 3.6.4. HL will reconfigure the main area during events by removing the tables and adding more chairs.
- 3.7. Private Office:** Some membership Agreements will contain occupancy of private spaces including private offices.
 - 3.7.1. Member acknowledges that office space has a limited capacity. Whether or not additional members are included in Members account, no more than that capacity is permitted to work in Members space at any given time. Office space capacity is listed on the membership Details form.



- 3.8. Guests.** HL allows Guests (Visitors) for all members.
- 3.8.1. All non-member Guests are required to possess and display a valid visitor pass at all times.
 - 3.8.2. Conference Room usage will include visitor passes up to the standard capacity of the room.
 - 3.8.3. All non-member visitors must check in at the front desk and may be required to pay a day use fee for usage of the space that exceeds 1 hour.
 - 3.8.4. Members are required to have ALL visitors check in with the front desk prior to usage of the space.
- 3.9. Mail and Shipment Receiving.** HL will accept mail and deliveries on behalf of Member or Member Organization during regular business hours on our regular business days.
- 3.9.1. Dedicated desk, cube & private office memberships include unlimited mail reception. HL will receive letters, sign for packages, and place them in reserved space unless otherwise instructed.
 - 3.9.2. Memberships that do not include Mail and Shipment Receiving may add this service at https://hacker_lab_sacramento.spheremail.co/voffice/get_voffice with a one time setup fee of \$35 and a monthly fee of \$29.99.
 - 3.9.3. Memberships that do not include Mail and Shipment Receiving are limited to 3 pieces of postal mail per month, unless the above services has been added to their membership. Should these Members receive more than 3 pieces of mail in the month, they will be billed the setup fee detailed above.
 - 3.9.4. HL will keep Member mail with until Member is able to pick it up.
 - 3.9.5. Following membership cancellation, all mail will be returned to sender after one week.
 - 3.9.6. All mail, packages, or deliveries of any kind received for non-members, day members, half time members or expired members will be returned to sender.
- 3.10. Facility Maintenance.** Regular maintenance of the office space will be provided by HL.
- 3.10.1. HL will be professionally cleaned regularly and as needed.
 - 3.10.2. Garbage and recycling will be emptied daily.
 - 3.10.3. HL will provide heat and air-conditioning in the office space during regular business hours on regular business days.
 - 3.10.4. Any maintenance resulting from damage, misuse or mistreatment by a Member will be billed to that Member in their next monthly membership bill at up to the actual cost.
- 3.11. Facility Security.** HL provides all monthly Members with 24/7 card key access.
- 3.11.1. Card key access is available at the main entrance only.
 - 3.11.2. All exterior doors are to remain closed at all times until expressly open by HL staff.
 - 3.11.3. Members with Private Offices will access their office using a separate office key.
 - 3.11.4. HL is equipped with security cameras throughout the space.
 - 3.11.4.1. For security reasons, HL may regularly record via video certain areas in the Premises;
 - 3.11.5. Members should safeguard HL property.
 - 3.11.6. Members will be liable for replacement fees should any such property be lost, stolen or destroyed.
- 3.12. Keys and Card Keys:**
- 3.12.1. All keys and key fobs are the property of HL and should never be duplicated for any reason.
 - 3.12.2. Member may not lend, share or transfer any keys or Card Keys to any third party.
 - 3.12.3. A lost card fee of \$20 will be charged for any lost card key.
- 3.13. Network, Internet and IT Infrastructure.** Members are entitled to access and use of the HL business- networking site, and unlimited access to and use of the shared Internet connection.
- 3.13.1. The Wired and Wireless networks are shared infrastructure. Network abuse may result in a verbal or written warning. Repeated abuse may result in termination of Membership.
 - 3.13.2. Each Member is responsible for completing and updating their Member profile on the HL Member portal site.
 - 3.13.3. HL may provide Members with other IT amenities as they become available.
 - 3.13.4. HL does NOT make any warranties or guarantees about security and it's the customer's responsibility to secure their own personal machine with intrusion detection/prevention software (firewall) and anti-malware clients
- 3.14. Printers/copiers/scanners and 3D printer:** Each Member is granted access to print within a reasonable means without incurring a printing charge.
- 3.14.1. Printing is not granted to Day Pass/Guest Single Use Memberships.
 - 3.14.2. Printing paper and ink is provided by Hacker Lab to Member.
 - 3.14.3. Maintenance of the printer is provided by Hacker Lab to Member.
 - 3.14.4. Print outs and copies in excess may be subject to cost fees.
 - 3.14.5. For 3D printer usage policies, please see <https://hackerlab.org/makerspacerules> .
- 3.15. Member Portal.** HL will provide a Member portal with event calendar, conference room calendar, toll reservation



access,

membership billing and billing history.

3.15.1. Opportunity to participate in Member-only events, benefits and promotions.

3.15.2. Discounts on HL event space. See event agreement for details.

3.15.3. Access to HL Membership program benefits. See site for details.

3.16. Makerspace HL will make available to its Members.

3.16.1. For details on use, review the Makerspace Rules below and sign the Liability Release below.

3.17. Pets: HL is Pet Friendly.

3.18.1. Please review the Pet Policy below.

3.18. Staff on site: HL staff will be available on-site during most business hours/days.

3.19. "Regular business hours" are generally from 10:00 a.m. to 4:00 p.m. with the exception of days prior to U.S. federal holidays, when our regular business hours end at approximately 1:00 p.m.

4. MEMBERSHIPS

4.1. Types of Membership: HL Membership can come in many forms from single day passes to multi-month offices. All current HL Memberships are defined on the www.hackerlab.org web site.

4.2. Guest/Day Pass/Single Day Use: Guest/Day Pass/Single day use members may not be entitled to all of the Services outlined above. Check online or with a Studio Manager for details.

4.3. Primary Member. A Primary Member has the sole authority to make changes to or terminate this Agreement.

An executive officer of the company has authority to override the request of a Primary Member, provided that HL receive such request within 24 hours following such Primary Member's request. Executive officer of the company has the authority to remove or replace the current Primary Member. In certain circumstances, the individual designated as the Primary Member may cease to provide services to the company or cease using the office space regularly. Unless HL receives instructions from an executive officer of the company, HL will use our reasonable judgment in designating a replacement Primary Member. HL will be entitled to rely on communications to or from such person as notice from or to the company. HL is entitled to request reasonable information to confirm that an individual claiming to be an executive officer of the company truly is one.

4.4. Membership Payment and Authorization. Member authorizes HL to accept payment of all amounts specified in this Agreement by means of Electronic Funds Transfer (EFT). Member authorizes HL's third-party administrator to electronically and automatically bill your bank or credit card company for payment by way of EFT. The EFT may apply to membership, services (including but limited to products, training, or conference room use, etc.) or related incidental/service charges as a result of Insufficient Funds. Only a check or credit card account may be used at any given time to make payments under this Agreement. If payment via credit card fails on two occasions, HL may require you to make payments via direct withdrawal.

4.5. Payment Contact and Account Changes: Member shall promptly notify HL of any change to Primary Member contact and payment information. If Member pays via credit card, inform HL promptly of any changes to such credit card and ensure credit card information is updated prior to its expiration date. Contact HL no less than (5) before the auto-renewal date to cancel or make changes to payment method. Changes will not be accepted in the last five (5) business days of the billing period. Changing your payment method may result in a change in the amount required under this Agreement to be held as a security deposit. Canceling less than (5) business days before auto-renewal date may result in one additional membership term being charged.

4.6. Commitment Fees. Upon submitting a signed and completed Agreement, Member may be obligated to pay a nonrefundable commitment fees to hold certain Memberships prior to their start day, each in the amount indicated on the Membership Details form. Without commitment fees, spaces assigned to Memberships with future start dates cannot be guaranteed. Your commitment fee is your guarantee to hold a space.

4.7. Security Deposits.

4.7.1. On the Membership start date, any pre-paid commitment fee will be applied to security deposits due.

4.7.2. Security deposit are up to \$500.00 depending upon Membership. Hotdesks/Day Pass/Guests require no security deposit

4.7.3. The security deposit is not intended to be a reserve from which fees may be paid. In the event Member owes HL other fees, they will not be deducted from the security deposit, but must pay them separately. The security deposit amount must remain the same for the duration of the agreement.



- 4.8. Membership Charges:** During the term of this Agreement, HL will process payment for your Membership fee and other outstanding fees, in advance. The Membership fee covers Memberships for only the number of Members indicated. Additional Memberships will result in an increased Membership fee.
- 4.9. Billing Schedule:**
- 4.9.1. All Membership invoices will be generated for the next month's services and delivered to the Primary Member via email. Member should review all charges upon receipt.
- 4.9.2. HL** will charge or debit Member's accounts on or after the same day of each month, as listed in Membership Registration, for all charges due for the next month and any overages from the previous month.
- 4.9.3. Additional fees will be charged or withdrawn immediately or at the time of requested services.
- 4.10. Overage Fees.** Membership entitles Members to a certain number of prepaid Services (conference room, printing) as specified on the Membership Details form. Members exceeding allocated amounts will be responsible for paying fees for such overages. The overage fee for conference rooms is \$15 per hour for members. Fees will be billed immediately. Members generating excessive overages may be billed at the full Services rate at the discretion of HL.
- 4.11. Past Due Payments/Late Payment – Assigned Spaces:** Payment for assigned spaces are due on the 1st of each month. Should payment not be received in full on the 25th, HL reserves the right to release to other Members any spaces that have been allocated at the time of current membership expiration.
- 4.12. Late Fees.** If payment for monthly Membership fee(s) or any other accrued and outstanding fee(s) is not made (5) days after due date, you may be assessed a late fee of \$25.
- 4.13. Insufficient Funds Fees.** Should Members payment be returned for insufficient funds or invalid credit card information, a charge will be added to the current bill and the total amount due for the current month will be increased by \$25.
- 4.14. Outstanding Fees.** HL may withhold services or terminate this Agreement if any outstanding fees remain unpaid more than (14) days including but not limited to building and network access. When HL receives funds from you, HL will first apply funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of funds received will be applied to current fees due.
- 4.15. Changes to Fees.** Membership fees may be subject to increases during the term of this Agreement. HL will do its best to limit Membership Fee changes to once a year. Other service fees are subject to increase from time to time. HL will notify Members at least thirty (30) days prior to fee increases.
- 4.16. Refunds:** HL memberships and commitments fees are not refundable once payment is processed. Refunds may be issued for security and pet deposits when there are no services or maintenance that would apply to the deposit and no additional outstanding fees. Refunds may also be issued when billing errors occur.
- 4.17. Updating the Member List.** You are responsible for maintaining the accuracy of the names of the Members on the Member List included on the Membership Details. If you have any changes to the individuals designated as Members, before such changes take effect, the primary Member must email HL to the email address specified at the bottom of the cover page to this Agreement. In this email, the primary Member must include the name(s) and email address(es) of the departing and new Member(s) and the effective date of this change. Only those individuals set forth on the Member List will be deemed to be "Members" and entitled to the benefits described in this Agreement. If the number of Members exceeds the number allocated on the Membership Details form, you will be required to pay the additional fee described on the Member List. HL reserves the right to limit the number of additional Members in connection with this Membership Agreement.
- 4.18. Notice of changes.** HL will provide notice to Members of any changes to services, fees, or other updates to the email addresses provided. It is your responsibility to read such emails and keep your e-mail address updated with HL.

5. MEMBERSHIP TERM AND TERMINATION

- 5.1. Term.** This Agreement will be effective once signed by Member. Member will be entitled to the Services and benefits of HL once payment is made by Member of all deposit and Membership fees. Each Membership will begin on the later of the Start Date specified in the Membership Details Form and the date you request the addition of such individual to the Member List. Each Membership will terminate upon the earlier of the termination of the Agreement, your removal of a Member from the Member List or our notification to you that a Member violated these Terms and Conditions. If the Start Date is a Business Day, the Members will be entitled to move into the office space on the Start Date. If the Start Date is not a Business Day, the Members will be



- entitled to move into the office space on the first Business Day after the Start Date no earlier than 11 a.m.
- 5.2. Cancellation Prior to Start Date By You.** You may cancel this Agreement prior to the Start Date upon delivery of notice to HL and may be entitled to a full or partial refund of the commitment fee upon the following terms: (i) if notice of termination is received by HL more than twenty one (7) business days prior to the Start Date, you will be refunded all fees paid by you and received by HL; and (ii) if notice of termination is received by HL less than seven (7) days from the Start Date, you will be refunded fifty percent (50%) of the commitment fee.
- 5.3. Office Space Not Timely Available.** If HL are unable to make the office space available by the Start Date, HL will not be subject to any liability therefore, nor will such failure affect the validity of this Agreement. In this event, you will not be obligated to make payments of the Membership fee until the office space is made available to you. If the office space is not made available to you within fifteen (15) days of the Start Date, you may terminate this Agreement by providing HL with notice of such termination at any time before the office space is made available to you. If you elect to terminate Membership under this provision, HL will refund to you all fees paid by you and received by HL.
- 5.4. Termination After the Start Date by You.** You may terminate this Agreement by delivering to HL an exit form executed by the Primary Member at least thirty (30) days prior to the termination. You expressly agree that you may specify only the last business day of the calendar month as the termination date and you will not be entitled to pro ration with respect to such last month's Membership fee. For example, if you deliver a 30-day termination notice on March 15, the termination will not be effective until April 30. This paragraph also applies to changes of office space within the Premises initiated by you. On such last business day, you must vacate the office space no later than 4:00 p.m.
- 5.5. Termination After the Start Date by HL** may immediately terminate this Agreement: upon breach of this Agreement by you or any Member; upon termination of our rights in the Premises; or at any other time, when HL, in our reasonable discretion, see fit to do so. You will remain liable for past due amounts and HL may exercise our rights to collect due payment despite termination of this Agreement.
- 5.6. Early Termination Fee:** For Members who have negotiated terms based on agreements longer than a single month, HL reserves the right to charge Member an Early Termination Fee up to one month's full Membership fee. Members who inform HL of the termination of their agreement at least 30 days in advance may not be subject to an Early Termination Fee.
- 5.7. Removal of Property upon Termination.** Prior to the termination of this Agreement, you will remove all of your, the Members', and their guests' property from HL. After providing you with reasonable notice, HL will be entitled to dispose of any property remaining in or on the office space after the termination of this Agreement without any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible to pay any fees reasonably incurred by HL regarding such removal. Following the termination of this Agreement, HL will not forward or hold mail or other packages delivered to HL.

6. OTHER MEMBERS/MEMBER DISPUTES

- 6.1. HL does not control and is not responsible for the actions of other Members. If a dispute arises between Members or their invitees or guests, HL shall have no responsibility or obligation to participate, mediate or indemnify any party. HL does reserve the right to terminate Membership immediately, without refund, if any Membership dispute becomes disruptive.
- 6.2. Harassment of any kind will not be tolerated.

7. TECHNOLOGY RELEASE

In order to utilize all the Services offered by HL, it may be necessary to install or run software on a Member's computer. In addition, from time to time, at a Member's request, HL or an affiliate may troubleshoot problems a Member may have accessing certain Services such as Printing and Wi-Fi. Regarding the foregoing, you agree that HL is not responsible for any damage to any Member's computer system related to such technical support or downloading and installation of any software. HL does not assume any liability or warranty in the event that any manufacturer warranties are voided and do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

8. INSURANCE

You are responsible to maintain, at your own expense, personal property insurance and commercial general liability



insurance covering property loss and damage, injury to the Members and the Members' guests and prevention of or denial of use of or access to, all or part of the Premises in form and amount appropriate to your business. HL must be named as additional insureds on any such policies of insurance. You shall provide proof of insurance upon our request.

9. ADDITIONAL FEE SCHEDULE

- Mailbox and Receiving fee for non-assigned Members: \$25 setup fee + \$25/month
- Lost Card Key: \$20
- Additional Conference Room Usage: \$40/hour for members, \$50/hour for non-members.
- Insufficient Funds Fee: \$25
- Membership Payment late Fee: \$25
- Cleaning, Damages, and Repairs: Actual Cost



10. MAKERSPACE USE POLICY AND LIABILITY RELEASE

HL Provides a Makerspace for the professional use of its Members. Member agrees to the following Makerspace related policies and rules:

- 10.1. Member will review, agree to, and sign the **Makerspace Rules** document provided upon new member orientation. It can also be view at the following link: <https://hackerlab.org/makerspacerules> .
- 10.2. Member will not use the makerspace while under the influence of alcohol, drugs or narcotics.
- 10.3. Member will not engage in horseplay in the makerspace.
- 10.4. Member will be educated on the safe use of the makerspace and each piece of equipment, and agree to follow safe practices at all times, including maintaining safe distances from others and using a helper when necessary.
- 10.5. Member will tidy up equipment area after each use, and during use if necessary.
- 10.6. Member agrees to use the makerspace only during the hours of operation and agrees to immediately vacate if asked to do so by HL staff or any affiliate staff.
- 10.7. Member understand the makerspace is only for the use of authorized HL Members and staff. Children, visitors, guests, temporary employees, family Members or friends are not permitted to enter the makerspace at any time.
- 10.8. Member will not allow unauthorized access to the makerspace.
- 10.9. Member will wear properly fitting attire, including closed toe shoes and protective eyewear. Baggy clothes that can be stepped upon or hang from the neck, are not permitted. Long hair must be tied back.
- 10.10. HL is not responsible for loss or damage to any items left in the makerspace
- 10.11. Member will immediately report any accident, injury, or damage to equipment to HL Staff.
- 10.12. Release of Liability: In exchange for the authorized use of the HL Makerspace, Member does hereby release and hold harmless Hacker Lab, and their affiliated or related companies, officers, directors, employees, agents, landlords and lessees (hereinafter the "Released Parties") from any and all liability for injury their person caused in any manner, including the negligence of the Released Parties, by use of Hacker Lab Makerspace. Member intends this release to apply to all future use of Makerspace. I agree to indemnify and defend Hacker Lab against all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees and other litigation costs, which may in any way arise from my unlawful or tortious conduct in connection with my use of or presence in the Makerspace. I agree to pay for all damages to the facilities of Hacker Lab caused by my negligent, reckless, or willful actions. I acknowledge that Hacker Lab Makerspace is designed for authorized use of recreational, aerobic and weight lifting equipment on a voluntary basis, and that my use of the Makerspace is at my discretion. I acknowledge that I have been advised to consult with my physician with respect to any past or present injury, illnesses, cardiovascular problem, knee problem, or any other physical condition that may affect my ability to use Makerspace in a safe manner. I acknowledge that I have discussed the appropriateness of using Makerspace, in connection with any illness or condition that I have or had, with my physician and that I knowingly execute this release from liability.

Makerspace Release of Liability Member Signature: _____

_____ Date: _____



11. PET POLICY AND LIABILITY RELEASE

HL is a pet friendly facility. All Members may come in contact or close proximity with pets belonging to other Members. HL welcomes small pet(s) in our office and hope Members enjoy the benefit of bringing pets to work. To ensure a harmonious and safe work environment for all HL Members (both pets and otherwise) we ask Members who are considering bringing pets to work abide by the following:

- 11.1. All Members desiring to bring a pet to Hacker Lab may be required to complete sign pet waiver below.
- 11.2. All Pets must be supervised at all times, clean and not smell, and already be housebroken.
- 11.3. Pets must be socialized and well-behaved towards people and other pets.
- 11.4. Because not all people get along with pets and not all pets get along with each other, we will limit the number of pets that may be in the office on any given day to five (5). If your pet is selective in whom they consider their friend(s), you may wish to leave him/her at home.
- 11.5. Guardians are responsible for assuring pets are clean and dry before entering the office, that they do not disturb Members or negatively impact productivity and concentration. This includes barking, pawing, whining or other demands for attention.
- 11.6. Pets must be current on their vaccinations and be flea and tick free. Prior to bringing pets to HL, Member may be required to provide proof of vaccination in a form satisfactory to HL.
- 11.7. HL may choose to limit pet attendance to 5 total pets in the space each day.
 - 11.7.1. If more than 5 pet requests are received HL will implement a sign-up and rotation system providing for fair access to all Members.
- 11.8. Pets should be provided a safe and comfortable place near their person's workspace. Water, food and comfort must be provided as well.
- 11.9. Other people's food and the conference rooms are off limits to all pets.
- 11.10. When you walk your pet outside of HL while in the complex, please always make sure that they are leashed and that you clean up after any mess they may create.
- 11.11. Toys that produce loud sounds or squeaks are prohibited.
- 11.12. Destructive behavior will not be tolerated. If a pet willfully causes any damage to property it will be asked to leave and their owner will be liable for any and all costs associated with repairs.
- 11.13. In the event of an accident or any damage, it is the responsibility Member bringing the pet to remedy the damage. If a permanent stain or persistent smell results then Member will be responsible for the actual cost of professional cleaning to remove the stain.
- 11.14. Member releases Hacker Lab, and their affiliated or related companies, officers, directors, employees, agents, landlords and lessees (hereinafter the "Released Parties") from any liability resulting from injury to or from pets at Hacker Lab.
- 11.15. HL reserves the right deny entrance to any pet at its sole discretion and for any reason.

The undersigned Members plans to bring a pet in HL in the future. The undersigned Members agrees to all of the Pet Policy provisions above.

Member Signature:

Date: _____



12. LEGAL DISCLOSURES

12.1. Information Security:

- 12.1.1. HL will make its best effort to protect all confidential information regarding Member.
- 12.1.2. HL may disclose information about Member as necessary to satisfy any applicable law, regulation, legal process or government request.
- 12.1.3. HL will not harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.

12.2. Our Reserved Rights: HL is entitled to access your office space, with or without notice, for maintenance, safety or emergency purposes. During these times, HL may temporarily move furniture contained in the office space. HL reserves the right to move or alter your office space. HL may modify or reduce the list of Services at any time with prior notice. The Services may be provided by HL, an affiliate or a third party.

12.3. Class Action Waiver: Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor HL will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

12.4. 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 HL affiliates, 3rd parties hired by HL, other Members, assignees, officers and directors resulting from injury or damage to, or destruction, theft, or loss of property or person.

12.5. Indemnification: You will indemnify HL 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 HL or our affiliates, you, will at your expense, upon written notice from HL, defend such action or proceeding by counsel approved by HL. You are responsible for the actions of and all damages caused by all persons and pets that you, the Members or their guests invite to enter the building. You may be liable for Repair and Replacement fees of the actual cost of the damage.

Limitation of Liability: The aggregate monetary liability of HL 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 Membership fees paid by you to HL under this Agreement. HL 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 HL 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 accrual.

12.6. 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 Membership 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.

13. ACCEPTANCE OF AGREEMENT

The Services Hacker Lab (HL) provides to you, the undersigned Member, including but not limited to building access, use of office space, access to Internet, and the other Services listed below, are subject to the following Membership 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 HL staff, which may be communicated verbally, by email or written notice. HL reserves the right to add, delete or amend the Agreement at our reasonable discretion without notice to Member. Members continued use (membership) of HL facilities and services following any changes to the Agreement constitutes your acceptance of such new term(s).

Member Name (Print): «fullname»

Member Name (Sign):

Date 6. August 2019

Hacker Lab (Print):



ADDITIONAL MEMBERS ON THIS ORGANIZATION

Name	E-Mail

ADDITIONAL NOTES