

# Meeting & Event Space Use Terms & Conditions

You must read and accept this agreement as a condition to using our space for meetings or events.

## General Rules

We are happy to welcome you to our space at Railyard Offices and look forward to hosting your event or meeting! We do not have a lot of rules in our space but those we do have focus on respect: Respect for other members in the space, the community and for the space itself. This agreement may be terminated by Railyard Offices (Railyard Offices LLC) without notice for disrespectful behavior in, or damages to the space. You are responsible for the conduct of your guests and any damages they may cause.

Railyard Offices is a shared space and our members may leave their personal items in the space. Please respect our member's privacy, confidentiality, property, and data. Please do not touch items at any of the workstations.

Without exception, there is no smoking or vaping permitted in the building or within 20 feet of any building entrances, exit, operable windows, air intakes and ventilation systems of the building. Littering is strongly frowned upon; smoking materials must be disposed of safely and properly.

We love pets but not everyone does so Railyard Offices is a pet free space. Please leave Muffin at home unless Muffin is a certified service animal.

Part of our mission as a creative community hub is to foster a positive, inclusive, and safe environment for all members and their guests. We have a zero-tolerance policy for inappropriate behavior in our space. Members or their guests who do not demonstrate respect and courtesy for others or behave in a manner that is destructive to the space will be asked to leave. If anyone in our space makes you feel uncomfortable, bring it to our attention immediately.

## Security

Railyard Offices controls access to the building and the coworking space using an electronic door access system. Railyard Offices is typically unlocked during the hours of M-Th 8:00 AM to 5:00 PM and F 8:00 AM to 12:00 PM.; during other times entry is granted per individual based on membership privileges. Your access is automatically set based on your event, so that you may have access during times when the facility is typically locked. Never let anyone into the space that you are not willing to be personally responsible for. Railyard Offices members have their own fob or mobile credential to enter.

Please be aware that the space is outfitted with security cameras, for the protection of our members and our facility. In the event of injury or theft, video may be turned over to police for investigation purposes.

## Internet Access

Railyard Offices makes every effort to provide fast and reliable internet access. We do not provide refunds or compensate members or space renters for internet down-time during events or the quality of IP voice or video communications.

Be responsible and respectful with your internet usage while using the space. No illegal online activities are permitted by members or their guests over the Railyard Offices internet connection.

## Housekeeping & Maintenance

While Railyard Offices looks after general housekeeping and cleaning, please remember that this is a shared space. Please clean up after yourself and your guests. This includes dirty dishes, please wash what you use and put them away as you found them. Please leave the kitchen space, meeting room and lounge spaces tidy when you leave them, ready for the next member to enjoy.

During snowy or wet days, please do your best to remove mud, slush, or snow from your footwear before entering the space to help keep it looking nice for your event and our members who share the space.

If you notice any problems with plumbing, electrical, heating, cooling, water leaking, equipment, furniture, Wi-Fi issues, etc., please bring them to the attention of the Railyard Offices management immediately.

## Parking

Off-street parking is available in the Railyard complex. Street parking is not permitted. Please be considerate and do not take up two spots for one vehicle.

## Sustainability

We would appreciate your assistance in helping us lighten our environmental footprint. Help us keep our operational impact to a minimum with a few simple things:

- ⊙ Please turn off the lights and audio/video equipment in the meeting space when you are finished. If you are the last one out, please turn off the main space the lights. Washrooms are on occupancy sensors, so you do not need to worry about those lights.
- ⊙ Please do not adjust the thermostat. We do our best to keep a comfortable temperature for everyone. If you are too cold or too warm, please let us know so we can adjust accordingly.
- ⊙ Minimize waste: Recycle using the bins located throughout the space. Please rinse any recycling items that have food residue on them before placing in the recycling bin in the breakroom area to minimize odors and mess.

# TERMS & CONDITIONS

The services Railyard Offices provides to you are subject to the following Terms and Conditions (T&C). Railyard Offices reserves the right to update the T&C at any time without notice to you. Railyard Offices membership and/or space rental does not create a tenancy but a prepaid usage allowance to use the provided meeting space for the agreed upon term.

## Description of Services

As part of its service offering, Railyard Offices may provide you with access to office or event space, meeting space, workstations, Internet access, TV's, small kitchen appliances, and other services (collectively, "Services"). The Services at all times are subject to the T&C.

## Participation in or Use of Services

You acknowledge that you are participating in or using the Services of your own free will and decision. You acknowledge that Railyard Offices does not have any liability with respect to your access, participation in, use of the Services, or any loss you may incur resulting from such participation or use.

While we value privacy, Railyard Offices reserves the right at all times to disclose any information about you and your participation in and use of the Services as Railyard Offices deems necessary to satisfy any applicable law, regulation, legal process or official governmental request.

## Insurance

Railyard Offices carries Liability and Business Property insurance. As a user of the space, you are not required but it is strongly suggested that you carry your own insurance policy to cover your own equipment while using our space. The Railyard Offices insurance policy covers Railyard Offices property, not that of our members or guests.

## Disclaimer of Warranties

To the maximum extent permitted by the applicable law, Railyard Offices 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.

## Exclusion of Incidental, Consequential and Certain Other Damages

To the maximum extent permitted by the applicable law, in no event shall Railyard Offices 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 Railyard Offices, and even if Railyard Offices has been advised of the possibility of such damages.

## 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 Railyard Offices 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. 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.

## Non-Disparagement

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 Railyard Offices, or any of Railyard Offices officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

## Indemnification

You release, and hereby agree to indemnify, defend and save harmless Railyard Offices and Railyard Offices subsidiaries and parent companies (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 Railyard Offices or its respective officers and agents in connection with the defense of such claim or lawsuit.

## Severability

In the event that any provision or portion of this T&C is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

## Damage

Railyard Offices reserves the right to pursue recovery of costs for any damages done to the space, and for cleaning fees for any space left in a mess. We also reserve the right to terminate access to the space for any future events should the damages be found in full. Any fees paid to Railyard Offices in advance may be withheld to cover the costs of damages with any balance remaining refunded to the renter / member.

## Meeting & Event Space Use Terms & Conditions Agreement Acceptance:

By accessing or using our space and service(s) you agree to be bound by the Terms & Conditions outlined in this agreement, the acceptance of which shall apply to ALL future uses and/or rentals. If you are using the space or service(s) on behalf of an organization or entity ("Organization"), then you are agreeing to these Terms & Conditions on behalf of that Organization and you represent and warrant that you have the authority to bind the Organization to this agreement. In that case, "you" and "your" refers to you and that Organization.