

COWORK @THE DEN-AUBURN HILLS

Membership Application

Contact Information

Name: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

Cell Phone: _____

Website: _____

Email: _____

Twitter Handle: _____

Focus Industry: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Is it okay to publish your name, title, company and website on our website?

- Yes
- No

*Please include a 1-page description of your business plan.

At the time your membership application is accepted, you will schedule a brief orientation with the City of Auburn Hills. At such time, you will be walk through the payment process and receive your key card, review the Terms of Use and Community Norms and Expectations. You will also receive a tour of The DEN.

Payments

We require all members to sign up for the CoWork using our city WebTrac program.

<https://register.parksreconline.com/wbwsc/auburn.wsc/wbsplash.html?wbp=1>

You will create a username and password. This will be utilized for each following login. Visa and MasterCard are accepted and you have the option to select one of the following options for your CoWork Membership:

30 days/\$99
90 days/\$279
180 days/\$559
1 year/\$999

You will be responsible for renewing your membership upon its expiration. You will receive a key card at the time you register with the City. The key will no longer work after your membership has expired, you must renew to reactivate the key card and gain access to The DEN.

Signed: _____ Date: _____

COWORK @THE DEN-AUBURN HILLS

Terms of Use

1. Acceptance of Terms

The services of CoWork @TheDEN (“The DEN”) provided to you (through ownership of the services by the Auburn Hills Tax Increment Finance Authority (TIFA)), the undersigned (including, but not limited to office space and internet access) are subject to the following terms of use contained in this document.

This TOU will remain valid and binding to you for the duration of your membership. The TIFA reserves the right to update the rules of the TOU at any time and will attempt to contact you to notify you of any updates within thirty (30) days of their enactment using the contact information provided in the Membership Application.

2. Description of Services, Payment Terms and Fees

The DEN may provide you with access to office space, work stations, Internet, office equipment, the rental of conference space, use of kitchenette facilities and other services The DEN may provide to you from time to time (collectively, “Services”). The Services at all times are subject to the TOU.

All payments for the Services are due and payable from you in advance. It is your responsibility as a member to track the tenure of your membership and renew your membership via WebTrac if you so choose. If you do not renew your membership, your key card will be deactivated, and you will no longer be allowed to utilize the Services of The DEN.

3. No Unlawful or Prohibited Use

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair The City of Auburn Hills or any of its related servers, or the network(s) connected to any City of Auburn Hills server, or interfere with any other party’s use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any City of Auburn Hills’ server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

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 TOU 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.

4. Use of Services

You agree that when participating in or using the Services, you will not:

- A. Use the Services in connection with contests, pyramid schemes, chain letters, junk mail, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- B. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- C. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through The DEN Services;
- D. 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 you own or control the rights thereto or have received all necessary consent to do the same;
- E. Use any material or information, including images or photography, 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;
- F. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any similar software or programs that may damage the operation of another's computer or property of another;
- G. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- H. Restrict or inhibit any other user from using and enjoying the Services;
- I. Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Community Norms, Conduct and Expectations);
- J. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- K. Violate any applicable laws or regulations; and
- L. Create a false identity for the purpose of misleading others.

5. Disclosure

The TIFA and City of Auburn Hills' reserve the right, at all times, to disclose any information about you, your participation in and use of the Services as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part in the sole discretion of the TIFA and City of Auburn Hills.

6. Confidentiality

- A. You 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 DEN, TIFA or the City of Auburn Hills or in any participant or user of the Service or any employee, affiliate, or agent thereof that is nonpublic, confidential or proprietary in nature.

Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems or books and records of The DEN, TIFA or the City of Auburn Hills, any analyses, compilations, studies or other documents prepared by The DEN, TIFA or the City of Auburn Hills, or otherwise derived

in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

- B. Your participation in and/or use of the Services obligates you to
 - a. Maintain all Confidential Information in strict confidence;
 - b. Not to disclose Confidential Information to any third parties;
 - c. Not to use the Confidential Information in any way directly or indirectly detrimental to The DEN, TIFA or the City of Auburn Hills, or any participant or user of the Services.
- C. All Confidential Information remains the sole and exclusive property of The DEN, TIFA and City of Auburn Hills or respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property of proprietary rights of The DEN, TIFA and City of Auburn Hills or any participant or user of the Services.

7. Participation In or Use of Services

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that The DEN, TIFA and City of Auburn Hills do not have any liability with respect to your access, participation in, use of Services or any loss of information resulting from such participation or use.

The DEN is staffed during hours of operation in which the it is available to the public. The DEN staff work for the TIFA. Therefore, The DEN staff may not, under any circumstances be solicited to work on behalf of your company. If at any point in time, you solicit work on your behalf from The DEN Staff your membership will be terminated immediately.

8. Disclaimer of Warranties

To the maximum extent permitted by applicable law, The DEN, TIFA and City of Auburn Hills provides the services “as is” and with all faults, and hereby disclaim with respect to the services all warranties and conditions whether express or implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related 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, and 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.

9. Exclusion of Incidental, Consequential or Certain Other Damages

To the maximum extent permitted by applicable law, in no event shall The DEN, TIFA and the City of Auburn Hills 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 or 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 DEN, TIFA and the City of Auburn Hills, and even if The DEN, TIFA and the City of Auburn Hills have been advised

of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

10. 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 The DEN, TIFA and the City of Auburn Hills 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 TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. Termination

The DEN, TIFA and the City of Auburn Hills reserve the right to terminate any Service at any time. The DEN, TIFA and the City of Auburn Hills further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.

12. Indemnification

You release, and hereby agree to indemnify, defend and save harmless The DEN, TIFA and City of Auburn Hills subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and its 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 attorneys' fees and costs incurred by The DEN, TIFA and the City of Auburn Hills or its respective officers and agents in connection with the defense of such claim or lawsuit.

13. Severability

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

14. Insurance

The TIFA will carry Liability and Business Personal Property insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises.

15. Use of Photographic Likeness

By signing this TOU, you grant The DEN, TIFA and City of Auburn Hills the right to use your photographic likeness for promotional purposes including, but not limited to online usage and marketing materials as designated by the information given in the membership agreement.

16. Utilities & Environmental Stewardship

The TIFA shall be responsible for the payment of all utilities including internet, cable, water, sewer, electric and heat. In an effort to reduce energy costs and “go green,” members shall not excessively use utilities. A list of acceptable appliances that can be used at The DEN is provided below. Any items outside of this list are considered excessive and The DEN, TIFA and City of Auburn Hills staff will not allow the use of other appliances.

- Computer
- Phone Charger
- Calculator
- Portable Projector

17. Hours of Operation

The DEN shall be open to CoWork members from 7:00 AM to 12:00 AM seven days a week. Please be advised that beginning at 4:00 PM to 12:00 AM Monday through Friday and 2:00 PM to 12:00 AM on Saturday and Sunday, The DEN is open to the public.

The DEN is closed for general use on the following holidays: New Year’s Day, Good Friday, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Eve, Christmas, and New Year’s Eve.

Additionally, the DEN may be closed, or open to CoWork Members and the public beyond normal hours due to city programs and events. Changes will be posted well in advance and can be found on the City’s website: www.auburnhills.org

18. Damage of Destruction of Premises

If The DEN is damaged or partially destroyed by fire, casualty or other causes not resulting from your neglect or fault, during the term or this agreement, The TIFA shall promptly repair the damage. The monthly dues will be reduced proportionately to the extent to which damage and repair operations interfere with your conducting of business. If the repairs cannot be made within ninety (90) days, from the date damage occurs then either party shall have the option to terminate the agreement as of the date the Premises was damaged or destroyed by written notice to the other party.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.

Signed: _____ Date: _____
Name (Printed): _____

COWORK @THE DEN

Community Norms & Expectations of Conduct

CoWork @TheDEN encourages you and your fellow members to take pride and ownership in your community. CoWork @TheDEN operates on the golden rule: behave well and treat others the way you would want to be treated. The space is intended to be collaborative, and open but most importantly, professional.

At the Auburn Hills' TIFA 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 TIFA.

Below are general Community Norms and Expectations of Conduct for creating a healthy and creative environment for everyone utilizing CoWork @TheDEN:

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. The DEN is not a library, and collaboration is encouraged, but this is a workplace, first and foremost.

Phone calls: If you have a phone call and it will last just a minute or two, feel free to take it in the common areas. If you are going to be on the phone for a longer period of time, please step outside for the duration of the phone call. Speaker phones are never allowed at The DEN.

Some exceptions can be made, such as for those working in support jobs, where an occasional and not very talkative phone call of 5-10 minutes is necessary. We ask, however, that you keep your voice quiet, and, if you know that a call will persist for more than 5 minutes or be especially talkative, you take the call outside or in a common area.

Harassment: We have zero tolerance for harassing our members or guests of CoWork @TheDEN. Members or guests violating the Anti-Harassment Policy will be considered in violation of contract and membership will be terminated.

Guests: Nonmembers can use The DEN if they are meeting members for business-related meetings. Members are absolutely accountable for the conduct of their guests. Guests are required to abide by the same rules as members. If a meeting area is required, please refer to the rules regarding use of the conference room.

Workspace use: Every workspace at The DEN is for the community. At this point in time, we do not offer permanent workspaces. Please do not leave property on or around the space when you if not be working there that day. Take home what you bring in with you each day. Workspaces and tables are designated on a first come, first serve basis.

Refrigerator and Common Areas: The refrigerator is primarily for storing that day's food, beverages, and some occasional leftovers. As a general policy, food that is older than one week and taking up space will be thrown away. Containers or food left in the refrigerator may be thrown out at any time at the discretion of the individual cleaning the fridge. Labeling your food will help us at least give you a heads up. Please, as a rule, clean up after yourself.

The kitchenette and other common areas are shared workspaces. The main common area with couches, the fire place and television is for more open, collaborative work while the other common areas are for quieter, more focused work. Please occupy only one spot at a time in the common area. Taking up multiple spots limits the space available to your fellow members. Please abide by the one hour rule: feel free to leave your stuff in the common area, but if you'll be gone for longer than an hour, please pack your stuff up so your spot is available to for another member.

Alcohol policy: The presence, use or possession of alcohol is strictly prohibited on the Premise.

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. Hours of operation are clearly defined in the Terms and Conditions as from 7:00 AM to 12:00 AM. Please note that The DEN becomes available to the public for use from 4:00 PM to 12:00 AM Monday through Friday and 2:00 PM to 12:00 AM Saturday and Sunday. During the hours available for public use, the facility will be staffed and unlocked.

Heat & air conditioning: We set the heat and air conditioning on a schedule is environmentally friendly and makes the best use of The DEN's resources. Please do not raise or lower the temperature. If the heat or air conditioning does not seem to be working, please notify staff.

Locks & Key Cards: The doors are automatically locked and only accessible with a CoWork Membership Key Card from 7:00 AM to 12:00 AM. Please note that The DEN becomes available to the public for use from 4:00 PM to 12:00 AM Monday through Friday and 2:00 PM to 12:00 AM Saturday and Sunday. During the hours available for public use, the facility will be staffed and unlocked. Key cards are NOT transferable. Please do not give you key card to anyone else for any reason.

The DEN Staff: The DEN has a person on staff when it is open and available to the public. This does not mean under any circumstances that staff works for you or your company. If you solicit The DEN staff to work for you at any time you are under contract, your membership will be terminated immediately.

Conference Room: Access to conference rooms is one of the great benefits of CoWork @TheDEN membership. If you want to use a conference room, you must reserve it. Please, no conference room squatting. Conference rooms are for meetings with customers, teammates, and clients only. You may not re-sell or donate your conference room time to nonmembers or outside groups. Please clean up after using a conference room. If you re-arrange the furniture in the conference room, we expect that you will return it to the original set-up when you are finished. Meetings must not exceed 2 hours and reservations are on a first come, first serve basis among CoWork Members. Meetings shall not occur beyond 4:00 PM when The DEN becomes available to the public.

Pets: We cannot allow dogs or pets (except service animals) at The DEN.

Tobacco: All city owned facilities are tobacco free, The DEN included.

Going Green: Please be environmentally friendly as it pertains to the use of utilities. Please do not plug in items that draw excessive energy from The DEN. The following items are permitted for use: computer, phone charger, small portable projector and a calculator. Any items outside of the ones listed are considered an excessive draw on the electricity and not a permissible use of energy.