

# Membership Agreement

**This Membership Agreement, the Service Agreement Terms and Conditions, and the Member Rules and Guidelines apply to Lower Mill, Inc. d/b/a MillWorks Co-Sharing Workspace located at 77 Mill Street in Westfield, Hampden County, MA.**

MillWorks Co-Sharing is a creative, collaborative, supportive, and professional community. In the interest of sustaining and maintaining this community and the members that it supports; all members must agree to our Terms and Conditions and adhere to the membership rules and guidelines.

<b>Date:</b>	
<b>Member Name:</b>	
Address:	
Phone:	Email:
Business Name:	Business Inception Date:
Type of Business:	
Type of membership option that you are interested in:	
<input type="checkbox"/> Flexible Desk – Shared Space	<input type="checkbox"/> Private Office Desired square footage:
<input type="checkbox"/> Dedicated Desk – Shared Space	<input type="checkbox"/> Event/Presentation Room
<input type="checkbox"/> Day Pass	
Other requests or accommodations:	
Are you interested in having a USPS Mail Box at the MillWorks location?	
When are you planning to occupy a space at MillWorks?	

*I hereby acknowledge that I have read and understood all of the Terms and Conditions and Rules and Regulations contained in this Membership Agreement document and further agree to be bound to the Terms and Conditions and Rules and Guidelines stated here.*

\_\_\_\_\_  
*Member Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print member name*

\_\_\_\_\_  
*MillWorks Representative*

# Membership Features

The features that you will have access to will depend on the type of membership that you have signed on for. Please check the website for pricing information.

## Community Member

- Access to the MillWorks Proximity portal. This is where the event space and conference rooms can be reserved, where the community calendar can be found, and it is a convenient platform for networking.
- Can reserve and use Conference Rooms and the Event space as available. Rates are posted on the website.
- On-site parking.

## Day Pass Members and Punch Pass Members

- Access to the MillWorks Proximity portal.
- Access to secure, hi-speed, wi-fi internet.  
You will receive your password with your welcome email.
- Access to the printer/copier/scanner – Print fee: black & white \$0.05/page, color \$0.20/page.
- Access to the working area from 7am – 9pm.
- Use of the lounge area and kitchenette for food and drink storage and consumption.  
There is a microwave for reheating – but no cooking is allowed.
- Filtered water, coffee, and tea.
- Can reserve and use Conference Rooms and the Event space as available. Rates are posted on the website.
- Storage locker, standard size (bring your own lock).
- On-site parking.

## Flex Desk/Dedicated Desk/ Private Office Members

- Access to the MillWorks Proximity portal.
- Access to secure, hi-speed, wi-fi internet.  
You will receive your password with your welcome email.
- Access to the printer/copier/scanner – Print fee: black and white \$0.05/page, color \$0.20/page.
- 24/7 access to the Co-Sharing WorkSpace.
- Use of the lounge area and kitchenette for food and drink storage and consumption.  
There is a microwave for reheating – but no cooking is allowed.
- Filtered water, coffee, and tea.
- Flex desk and Dedicated desk memberships include 4 hours of conference room use each month. Private office memberships include 8 hours of conference room use each month. Conference room use is “as available” and cannot be rolled over from month to month. Additional time is billed at the rate posted on the website.
- Storage locker, standard size (bring your own lock).
- On-site parking.
- EV charge stations.

Optional add-on benefits include large locker, on-site mailbox, and adjustable sit-stand desks.

# MillWorks Co-Sharing Service Agreement Terms and Conditions

## **I. Introduction**

The following Service Agreement Terms and Conditions (“Agreement”) are lengthy but worth reading so that you understand the terms of membership to which you agree by signing this document. If you have any questions or concerns please contact the MillWorks Co-Sharing manager at [admin@millworkswestfield.com](mailto:admin@millworkswestfield.com)

The services MillWorks Co-Sharing provides to you are subject to the following Service Agreement Terms and Conditions (“T&C”) MillWorks Co-Sharing reserves the right to update the Agreement and any addendums at any time without advance notice to you.

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 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.

## **II. Description of Services**

Lower Mill, Inc. and Rockwell Management Corporation in management of MillWorks Co-Sharing at 77 Mill Street Westfield, MA will provide you with access to office space, furniture, workstations, wi-fi internet access, office equipment, conference space, knowledge resources, use of common areas, and other services (collectively, "Services"). The Services at all times are subject to the T&C of this Agreement. This Membership Agreement represents a license for the Member to use the Services, and is not intended to nor does it create a lease between the parties.

## **III. No Unlawful or Prohibited Use**

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 any MillWorks Co-Sharing server, or interfere with any other persons 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 MillWorks Co-Sharing 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, nor should you post or download files that you know or should know are illegal or that you have no rights to.

#### **IV. Use of Services**

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

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited messages (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through MillWorks Co-Sharing servers.
- 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 a limitation, copyright, trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker.
- Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
- Restrict or inhibit any other user from using and enjoying the Services.

- Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules).
- Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- Violate any applicable laws or regulations; or
- Create false identity for the purpose of misleading others.

## **V. Renewals and Terminations**

This Agreement will automatically renew at the end of each period. The must be adhered to at all times. Failure to follow T&C can result in non-renewal or even early termination of membership and associated privileges. MillWorks Co-Sharing reserves the right to terminate membership and any Service at any time, immediately and without notice, if you fail to comply with the T&C. This includes non-payment or violation of the space Rules and Guidelines (see addendum 1). If this happens, MillWorks Co-Sharing will refund any amounts paid for unused periods that remain after deducting any pending charges, on a prorated basis.

Members may terminate this Agreement by giving a written notice of termination as established in the Rules and Guidelines (addendum 1). Should Member not provide timely notice of termination to MillWorks Co-Sharing then the Agreement shall continue to the end of the following calendar month and the service fees for that calendar month shall be payable.

## **VI. Invoicing and Payment**

Invoices are generated monthly and will include the monthly membership fee based on the membership level. The invoice will also include any variable charges that may have been incurred during the previous month. Invoices are viewable and downloadable using the membership portal. Payment is due on the first of the month and is late if received after the 10<sup>th</sup> of the month and will be subject to a late fee pursuant to the Member Rules and Guidelines.

Invoice payment is set to be automatically charged to the payment method set up in the member's profile. Members can make manual payments; this must be noted at the time of joining and arrange made with the manager. Payment for casual usage is paid on the day of use unless other arrangements have been made with the MillWorks Co-Sharing manager.

All payments are processed through our website using STRIPE, a secure third-party payment processing method. ACH or credit cards are both acceptable. Once you create your membership you can add your preferred payment method to your profile.

## **VII. Confidentiality**

As a member of MillWorks Co-Sharing, you may be exposed to Confidential Information.

"Confidential Information" shall mean all information, in whole or in part, that is disclosed by MillWorks Co-Sharing or any participant or user of the Services, 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, knowhow, 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 and/or books and records of MillWorks Co-Sharing, any analyses, compilations, studies or other documents prepared by MillWorks Co-Sharing or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential.

Your participation in and/or use of the Services obligates you to:

- Maintain all Confidential Information in strict confidence;
- Not to disclose Confidential Information to any third parties;
- Not to use Confidential Information in any way directly or indirectly detrimental to MillWorks Co-Sharing or any participant or user of the Services.

All confidential information remains the sole and exclusive property of MillWorks Co-Sharing or the respective disclosing party. You acknowledge and agree that nothing in this T&C 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 proprietary rights of MillWorks Co-Sharing or any participant or user of the Services. All members hereby assume the risk of the Confidential Information being accessible by other Members, and each Member does hereby remise, release and forever discharge MillWorks Co-Sharing, Lower Mill, Inc., and Rockwell Management Corporation from any and all liability associated with the exposure of their Confidential Information.

## **VIII. Disclosures**

MillWorks Co-Sharing reserves the right at all times to disclose any information about you and your participation in and use of the Services as MillWorks Co-Sharing 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 as MillWorks Co-Sharing deems appropriate.

## **IX. 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 MillWorks Co-Sharing does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

## **X. Disclaimer of Warranties**

To the maximum extent permitted by the applicable law, MillWorks Co-Sharing 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. MillWorks Co-Sharing will make its best efforts to ensure that the Services are not interrupted for any unreasonable period of time.

## **XI. Exclusion of Incidental, Consequential and Certain Other Damages**

To the maximum extent permitted by the applicable law, in no event shall MillWorks Co-Sharing, Lower Mill, Inc., and Rockwell Management Corporation, their 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 MillWorks Co-Sharing, and even if MillWorks Co-Sharing has been advised of the possibility of such damages. Regardless of the above, MillWorks Co-Sharing may be liable only for acts of Gross Negligence or Intentional or Wanton actions or failure to act by it or its agents or employees.

## **XII. 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 MillWorks Co-Sharing, Lower Mill Inc., and Rockwell Management Corporation their subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this T&C and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to USD \$299.00. The foregoing limitations, exclusions and disclaimers, including the previous sections shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

## **XIII. Indemnification**

You release, and hereby agree to indemnify, defend and save harmless MillWorks Co-Sharing and MillWorks Co-Sharing subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorney fees and costs



incurred by MillWorks Co-Sharing or its respective officers and agents in connection with the defense of such claim or lawsuit.

#### **XIV. 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.

#### **XV. Insurance**

Lower Mill, Inc.'s Liability and Business Personal Property insurance does not cover your personal equipment or property while using the space. It does not cover any liabilities related to your business activities. Lower Mill, Inc. is responsible for all Common Areas including elevator, common area halls and lobby and parking lots, while Members are responsible for their own areas. As a user, you are not required but it is strongly suggested that you carry an insurance policy to cover your own equipment, personal property, and business liabilities while using MillWorks Co-Sharing Workspace. A Certificate of Insurance for Lower Mill, Inc. will be made available to you at no cost at your request.

#### **XVI. Compliance with Member Rules and Guidelines**

All members agree to comply with the MillWorks Co-Sharing Member Rules and Guidelines as set forth in Addendum 1. Failure to comply with these guidelines may result in termination of your membership and access to Services.

#### **XVII. Notice**

Notice. All notices, requests, demands or other communications for which this T&C provides shall be in writing and shall be addressed at the following addresses:

Lower Mill, Inc, dba MillWorks Co-Sharing, PO Box 493, Wilbraham, MA 01095  
Attention: JR Allen.

If to you: At the address provide in your membership profile or such other address as any party may designate in writing. All notices under this T&C, shall be effective: (a) forty-eight (48) hours after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt

requested; (b) Upon delivery, if delivered in person to the address set forth above; or (c) upon delivery, if sent by commercial express service, such as Federal Express, except that notices of change of address shall be effective upon receipt.

**XVIII. Waivers**

No waiver shall be binding on MillWorks Co-Sharing unless executed in writing by an authorized representative of MillWorks Co-Sharing.

## **Addendum 1**

### **MillWorks Co-Sharing Member Rules and Guidelines**

MillWorks Co-Sharing is a collaborative, supportive, and professional community. In the interest of sustaining and maintaining this community and the members that it supports; all members must abide by the following rules and guidelines.

1. An active MillWorks Co-Sharing Membership is required to use any of the spaces or Services described here-in. Exceptions are limited to:
  - Day Pass holders,
  - Clients or guest of MillWorks Co-Sharing members with scheduled meetings or appointments, provided the Member is present.
  - Non-member attendees of events at the space, provided that the Member who reserved the space and is hosting the event is present.
2. All memberships are month-to-month with the exception of those private office space members that have negotiated a longer-term commitment. Month start date is 1<sup>st</sup> of the month, the end date is the last day of the month.  
For memberships starting mid-month the fees will be pro-rated accordingly.  
A 14-day notice is required for month-to-month members to terminate their membership. For members with longer commitments, a 30-day notice must be submitted if the member does not wish to renew the agreement.
3. Monthly Membership Fees. Monthly membership fees are due on the first day of each month. Payment is late if received after the 10th of the month, a \$25 late fee will be applied on the 11th. Payment is automatically charged to the payment method set up by the member in the member's profile. Any problems with the payment method must be resolved prior to the 5<sup>th</sup> to avoid the \$25 late fee. Members can make manual payments; this must be noted at the time of joining and arrangements for invoicing and payment made with the space manager.
4. All payments are processed through our website using STRIPE, a secure third-party payment processing method. ACH or credit cards are both acceptable. Once you create your membership you can add your preferred payment method to your profile.
5. Members cannot sublease space nor resell any services already offered and sold by MillWorks Co-Sharing. This includes, and is not limited to, sharing, gifting, or reselling office space, desk space, conference room, or event space hours.
6. MillWorks access codes for the building and wi-fi are not transferable. You are not authorized to copy or to give or "loan" your access code to anyone else for any reason. If this rule is violated your membership may be cancelled.
7. Guests. A guest is defined as a person or persons that are visiting a member for a period not to exceed one workday, with the Member present.
8. Noise Level. Members will maintain a noise level that is respectful of others and will permit all members to work without disturbance.

9. Members shall not place anything in the common areas, hallways, doors, windows, or any other surface or place that is visible by members without prior approval from the space manager.
10. Members will keep hallways, passages, exits, entrances, and stairways free from obstructions at all times.
11. Reserving conference rooms and the event/presentation room. The member room booking portal is used to reserve dates and times for these rooms. Please be respectful of schedule times and book ample time for your meetings so that you don't run over into another member's time slot. It is recommended to leave at least 15 minutes between meetings to allow time for cleanup. Member room credits do not roll over from month to month and cannot be sold or gifted to others.
12. Kitchenette(s) and Common Areas. All members are asked to help to keep these areas neat and tidy. Please clean up after yourself; toss the coffee cups, clean spills, use the vacuum if you make a mess. Please report any major issues (heat or a/c issues, floods, leaks, bathroom back-up, etc.) to the building maintenance staff. This number is posted in the larger kitchenette area.
13. Refrigerator rules: Feel free to store food or beverages in the refrigerator. Please don't eat anyone else's food or drink their drinks. Label your things with name and date. Toss your leftovers before they get stinky and green. Storage of alcoholic beverages is not permitted.
14. No cooking is allowed in the MillWorks Co-Sharing space. Use of the microwave, coffee pot, and electric kettle is permitted.
15. Please honor and respect the boundaries of all members. While socializing is a perk of a co-sharing space, most are here to get stuff done – please be mindful of that.
16. **Internet Guidelines.** Internet access included with memberships is through a wi-fi network managed with a Meraki access points. Access to the wi-fi network is granted through the membership portal. All private office spaces have Cat6 Ethernet cable available. Private office members have the option of contracting directly with Whip City Fiber for direct ethernet internet access. These members will be responsible for all fees related to this service and all contractual obligations with Westfield Gas and Electric/Whip City Fiber.

You may not assign your login name, password or IP address to any other person. You agree not to use the Service, any MillWorks Co-Sharing or related network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to:

- Violating any applicable law or regulation;
- Posting or transmitting content you do not have the right to post or transmit;
- Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right;

- Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, harmful or otherwise objectionable as determined in our sole discretion;
- Attempting to intercept, collect or store data about third parties without their knowledge or consent;
- Deleting, tampering with or revising any material posted by any other person or entity;
- Accessing, tampering with or using non-public areas of the Service or any MillWorks Co-Sharing Space or related website, computer systems or network;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- Attempting to access or search the Service or any MillWorks Co-Sharing or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by MillWorks Co-Sharing or other generally available third-party web browser;
- Sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail";
- Using the Service or any MillWorks Co-Sharing or related website or network to send altered, deceptive or false source-identifying information;
- Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service or any MillWorks Co-Sharing or related website or network;
- Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Service or any MillWorks Co-Sharing or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any MillWorks Co-Sharing or related website or network; or
- Impersonating or misrepresenting your affiliation with any person or entity. If MillWorks Co-Sharing suspects violations of any of the above, MillWorks Co-Sharing will investigate and may institute legal action, immediately deactivate Service to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with MillWorks Co-Sharing Space in investigating suspected violations.