Coworking At The Commons

The Sackville Commons Cooperative Ltd. aims to support our community in developing a culture of innovation & collaboration in our community by providing a range of services to organizations, individuals and businesses. The Commons is being developed as a hub designed to provide affordable workspace, education, support, events and workshops to people working in community, art & business in Sackville & Tantramar. We have a range of workspace offerings built around the idea that one size doesn't fit all and in the belief that there should be no barriers to entry. The Commons offers self contained units, managed desk space and as described in this document Coworking space.

The Commons isn't just another 'rent a desk' type of place. The Commons is a Coworking space. Coworking is a movement that provides a collaborative space for creative, freelance, independent and nomadic workers that is underpinned by a core set of values. At The Commons we aspire to and expect those who work with us to share in those values of:

**Collaboration:** One of the great benefits of working in a Coworking space is that you will meet all sorts of people with all sorts of knowledge and where possible collaborate to support each others activities.

**Openness:** We believe in transparency and openness. In a world where people are free, but ideas are not, only a few benefit. When ideas are free, everyone benefits. Therefore, we encourage open spaces and discussions and want to hear how we can make our space & organization better on an ongoing basis.

**Community:** We thrive on connections and mutual support. It is important that everyone give into as well as benefit from the strong community Coworking has become.

**Accessibility:** In order to be fully open, we must make the effort to be accessible to all. This means that we endeavor to create both a financially and a physically accessible space that is respectful to all. We are committed to this principle and welcome feedback on how we can make it even more accessible and inclusive.

**Sustainability:** Shared spaces are also better for the planet, so we like to take that a little further and make certain our space is environmentally responsible.

In using the facilities of The Commons we expect people to behave in a way that is congruent with those values, specifically:

- Respect the space and leave it as you find it. If you moved things around then return them to their original location and please tidy up after yourself.
- Give back the equivalent of what you take out. If you drink the coffee; occasionally contribute some, if you can't afford to buy it, make good in kind.
- This is a Coworking space so there is an expectation that you will collaborate where possible and be prepared to draw on the help and support of others whilst respecting their right to get their own work done.
- Respect the people around you and embrace differences. One of the great things about Coworking is it draws in a variety of people, enjoy and respect the difference.
- Spread the word to like minded people.
- Give us feedback! We're a work in progress & we're not psychic. We genuinely want & need your feedback to improve and build processes that encourage collaboration, transparency & efficiency. Please help us get better by sharing your insights!

** Many of the ideas and much of the text have been borrowed from others in the co-working movement including The founders of The Werks/ Workshop, Tracey Boyer, Joanne McCrae of The Hub Halifax, Tara Hunt & Chris Messina of Citizen Space, Alex Hillman of Independents Hall and Marcus Nelson of Citizen Desk. Thanks.**
CO-WORKING MEMBERSHIP AGREEMENT

Please provide the following contact information:

First Name: ____________________________  Surname: ____________________________
Address: ______________________________
City: ____________________________  Postal Code: ____________________________
Phone: ______________________________
Email: ______________________________
Website: ______________________________
Industry: ______________________________
Job Title: ______________________________

___ Please initial here that it is OK for us to publish your name, industry, title, and URL on our member directory. Sensitive information, such as phone number and email, will be kept private.

Please select a membership level:

___ Day Tripper
___ Part Timer
___ Full Timer
___ Other

I ___________________________ agree to membership of THE SACKVILLE COMMONS COOP Ltd. for a term of ____ months at the level selected, which will allow me access to The Commons resources as outlined below.

<table>
<thead>
<tr>
<th>Day Tripper</th>
<th>Part Timer</th>
<th>Full Timer</th>
</tr>
</thead>
<tbody>
<tr>
<td>The deal:</td>
<td>Pops in occasionally. (&lt;8hrs a month)</td>
<td>Comes and goes during regular office hours.</td>
</tr>
<tr>
<td>The rate:</td>
<td>$20 a month</td>
<td>$99</td>
</tr>
<tr>
<td>How often:</td>
<td>A couple of times a month</td>
<td>2-3 days per week</td>
</tr>
<tr>
<td>When:</td>
<td>Monday - Friday 9:00am - 5:00pm</td>
<td>24/7 includes keys</td>
</tr>
</tbody>
</table>
| The services: | • Shared wireless broadband  
• Shared desk space  
• Use of kitchen  
• Use of all communal spaces  
• Preferential rates on workshops & conference room  
• Access to office amenities + mailbox available | • Self-booking for space  
• Some dedicated desks/offices available  
• Multi-User membership!  
• 4+ board room uses per month |

Membership due: 1st working day of month

Note: all prices exclude HST

**Dedicated members are expected to make a one-month deposit, and agree to 12 month terms of service. Replacement keys cost $50.
The Commons Coworking Terms of Use

1. Acceptance of Terms.
The services The Sackville Commons Cooperative Limited. ("Commons") provides to you, the undersigned (including but not limited to use of office space, access to Internet, etc.), are subject to the following Terms of Use ("TOU"). The Commons reserves the right to update the TOU at any time without notice to you.

2. Description of Services.
THE COMMONS may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services as THE COMMONS may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU.

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 any COMMONS server, or the network(s) connected to any COMMONS 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 COMMONS 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 email, spamming, spimming or any duplicative or unsolicited message (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 COMMONS servers, notice boards, events or COMMONS spaces;
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 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;
f. 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;
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 of other guidelines which may be applicable for any particular Service (including the Building Rules for The Commons, 64 & 62 Main St Sackville NB);
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;

l. Create a false identity for the purpose of misleading others.

5. Building Rules.

a. It is expected that you will observe the quiet enjoyment and normal use of the Building at all times and not damage or deface the Building or its fixtures fittings, decor and furnishings.

b. The Licensee will not compromise the Building or its protection from fire, flood, gas, electricity or weather.

c. The Licensee will not compromise the building security or the security of the spaces therein and will ensure that all reasonable measures are taken to safeguard the COMMONS buildings, occupants and the occupants possessions. At no time should security locks be bypassed or left in an open position and external doors should never be propped open whilst unattended.

d. You are deemed to have read, understood and accepted the full Building Rules, as copy of which is available from the Management or may be read in the Library/Reception at the hosting desk.


As in any commercial office or studio COMMONS is not covered for the risks and liabilities associated with children or animals. Therefore they enter the premises at their own risk and that of their carers/owners. We leave it to the discretion of the Host and/or administrators whether animals or children are being disruptive to shared spaces in the COMMONS and may be asked to leave. Any problem with this policy or its enforcement should be brought to the attention of the Directors.

6. Key-holder responsibilities.

a. A key-holder is deemed to be any person who takes possession of keys to THE COMMONS or any COMMONS building. Key-holders acknowledge and accept responsibility for the security of the doors and spaces there accessed. The key-holder is expected to secure the building when either they believe they are the last person on the premises or any time after 5pm or before 9am.

b. Key-holders must sign the key-holder agreement and pay a month’s rent deposit which will be forfeit should the keys be lost.

7. The Sackville Commons Coop Ltd. reserves the right at all times to disclose any information about you.

This applies to your participation in and use of the Services as COMMONS deems necessary help 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 Commons sole discretion.


b. 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 COMMONS 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 The Commons, any analyses, compilations, studies or other documents prepared by COMMONS 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.

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

I. maintain all Confidential Information in strict confidence;

II. not to disclose Confidential Information to any third parties;

III. not to use the Confidential Information in any way directly or indirectly detrimental to COMMONS or any participant or user of the Services.
d. All Confidential Information remains the sole and exclusive property of COMMONS or the 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 or proprietary rights of COMMONS or any participant or user of the Services.

5. 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 COMMONS 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.

6. Disclaimer of Warranties.
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMMONS 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, 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, QUIET POSSESSION, AND 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.

7. Exclusion of Incidental, Consequential and Certain Other Damages.
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMMONS 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 COMMONS, AND EVEN IF COMMONS HAS 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.

8. 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 COMMONS 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 POUNDS (GBP £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.
COMMONS reserves the right to terminate any Service at any time. In the case of dedicated members, written notice will be given 15 days in advance of termination if Key-holders at which time the key must be returned or deposit will be withheld. COMMONS 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.

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

11. Indemnification.
You release, and hereby agree to indemnify, defend and save harmless COMMONS and COMMONS' 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 attorneys' fees and costs incurred by COMMONS or its respective officers and agents in connection with the defense of such claim or lawsuit.

12. Sever-ability.
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.

13. Insurance.
As required by the owner of 62 & 64 Main St, COMMONS carries Public Liability. As a user, you are not required but 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 of COMMONS.

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.

SIGNATURE: ___________________________ Date: ___________________________

(PRINT) NAME: _________________________________________________________

As a key-holder I have read and understood the terms relating to building security in this TOU and further agree to be bound to the TOU regarding my responsibilities as a key-holder.

SIGNATURE: ___________________________ Date: ___________________________

(PRINT) NAME: _________________________________________________________