



Terms of Space Use

Our TOSU is long and boring, but it's important that you read it carefully to understand your rights and protections, as well as ours. We hope to be able to simplify these terms in the future. Please contact us at info@studio38coworking.com you have questions regarding this TOSU.

Studio 38 Coworking (aka S38), a DBA under 38North Corporation, is a membership supported coworking community located at 38 N. Cass Avenue in Westmont, Illinois. Each member pays a daily or monthly fee based on level of usage. By joining Studio 38 Coworking, you agree to abide by rules aimed at helping members and guests work together in an inspiring environment. The members of Studio 38 share a fundamental desire for being in a community which is considerate of others and be helpful to one another while bulding their own business.

This is a “sharing” community and we like to think of it as your second home. Respect the space and the people within it. As tempting as it might be, **Make this your workplace, not your home.** Studio 38 Coworking is for business use only.

Studio38 is quite different from your average working environment. We're not a serviced or fully staffed office, and the following things help us keep our fees fair and accessible. Here are some essentials we ask everyone to be mindful of when using the space.

We encourage you to:

- **Believe in yourself, believe in others, and in the power of coworking.** And, let it show. Do your part in promoting a positive, productive, pleasant experience at Studio 38 Coworking. Be supportive of Studio 38 Coworking and your fellow members so we can all be more successful.
- **Be a good social and environmental citizen of the world – or at least of Studio 38 Coworking.** Recycle. Don't be wasteful. That means don't leave water running, turn out lights when you leave a room, print on both sides of paper, bring a sweater in winter months, etc. – common sense stuff most of us have heard all our lives. Don't be wasteful of the friendships you form at Studio 38 Coworking either.
- **Be true.** You have access to Studio 38 Coworking some number of days per week based on your membership level. We track attendance, but not to shoo you out if you accidentally show up an extra day. Like most things, we ask you to act responsibly and do what's right. Remember, we offer Day Passes if you need an extra day. Conversely, we don't owe you if you don't use all the days you could in a month. Information on membership levels, subject to change, is available on the Studio 38 Coworking website.
- **Let us know in advance if you're leaving.** We'll be sad, but also happy if you're leaving to do something great. All memberships are renewed on a month-to-month basis at their current level unless you say something. Members can request a change to their membership level at any time (it will take effect for the next billing cycle), but must provide a minimum of 30 days' notice to terminate membership and must pay membership fees through the date of membership termination.
- **Be accountable for your actions.** Should any action or inaction on your part harm or cause damage, you agree to own up to it and cover any related costs.



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- Bring problems with plumbing, electrical, HVAC, roof, flooding, broken keypads, natural disasters, etc. to the attention of a staff member. We share desks, internet, kitchen supplies and bathrooms.
- **Be mindful of security. Our insurance does NOT cover your belongings. Never give out keycodes and alarm to anyone. If you wish, you can ask your insurance provider for "renter's insurance." The last member out of each space is responsible for locking doors windows, shutting off lights and firmly closing all keypad-equipped doors.**
- **Pay your membership dues** within 5 days of receiving your monthly invoice. Unless agreed otherwise, we will set up an automated monthly payment. If we notify you that your payment did not post for any reason, you will promptly (within 2 days) rectify the situation and make payment.
- Engage in meaningful greetings with guests and other members.. Pop in and out of all areas and offices to connect with one another.
- Use your cell phones only in designated spaces. Do not engage in calls while in the open space.
- Clean up after yourself, washing your dishes and tidying up is **everyone's responsibility**. We work together to maintain a space we feel proud of.
- Be sure to use the bathrooms respectfully. No Hygein products in toilets, do not overflow the toilet. Everyone uses them.
- Leave the spaces as you found them, or in better shape. (This includes cleaning up after your guests.)
- Be respectful. Anyone who behaves in a manner that is destructive to the Space or the Members may be asked to leave. If anyone in our Space makes you feel uncomfortable, bring it to staff's attention right away. **Be nice**. Be courteous. If a problem persists that person (even if it's you) will be asked to shape up within 30 days and, if they (you) don't, they (you) will be asked to leave for the benefit of the community.
- Be responsible and respectful with your internet usage. No bit-torrent, porn or illegal activities. Respect other people's privacy, confidentiality, safety, property and data. If the law comes looking for you, we will give you up immediately.
- Park as available. Our rear lot on a "first come, first served basis, except for the first spot by the door. Note, at times you may be asked to move your vehicle for deliveries or load in. The bike rack may be used at anytime, but be sure to bring a lock. S38 is not responsible damage or theft of or from any vehicle using our lot.
- Use the time you are payng for, f you can't use all of your allotted coworking days in a week, those days can be used within your invoice month but do not carry over to the next month.

A few things related to loss and damages.

We do understand that no one is perfect, but beig a respectful and repsosnible member od our community is for everyone benwfit. Therefore S38 imposes these charges.



Terms of Space Use

You break or lose it, you replace it.

- Private office members pay a damage deposit equivalent to one month of membership at sign-up and 30 days' notice is required to terminate office membership. A damage deposit is retained for damages that exceed normal office wear and tear including but not limited to:
 - Spills on carpet that require professional cleaning: \$125.
 - Holes larger than push-pin size that have to be filled and painted on walls/ceilings: up to \$500. (Please use Command removable adhesives to hang things on walls.)
 - A replacement for a physical key: \$25.
 - Broken window or door glass: cost of replacement

Specifically, you agree to:

Be accountable for your guests. If you bring guests, students, participants – any label you apply – if you in any way for any means bring a person or persons into Studio 38 Coworking, they are your responsibility. It's your job to make sure they follow the rules and generally behave themselves.

Avoid using Studio 38 Coworking or its stuff in connection with bad, annoying or otherwise not-OK things like:

- Pyramid schemes, chain letters, junk email, spamming, or similarly annoying behavior.
- Defaming, abusing, harassing, or threatening others.
- Marketing, pitching, or promoting your business (or your kid's fund raiser) to people trying to work.
- Posting or distributing inappropriate, profane, defamatory, or indecent materials or information.

Internet Use

The Internet is at the sole use of the members. Keep our network safe, too. Be careful not to upload or use files that contain viruses, malware, etc. that may damage the network, computers, or other equipment of Studio 38 Coworking or its members.

As a condition of your use of the Service, 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 Studio 38 Coworking server, or the network(s) connected to that server. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Studio 38 Coworking 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

You may not download, upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws. The use of Torrent sites and visiting any pornographic websites is strictly prohibited may lead to termination and possibly other action.



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Mind your own business.

We coworkers work in close proximity to others. Keeping your information or that of our customers private is up to you. On the flip side, you agree to not inappropriately share, reproduce, or use information or materials of others.

Protect your interests and stuff

We have insurance for Studio 38 Coworking. We recommend you also have insurance, appropriate to your business, to cover liability, loss, theft, damage and the like. Our insurance does not protect you or your business. Also, if you bring (and possibly leave) your bicycle, computer, coffee mug, food, paperwork, or anything else to Studio 38 Coworking, it's your job to secure it.

Do your part to keep Studio 38 Coworking safe

Don't do foolish and dangerous things like play with matches, run with scissors, or do chemistry experiments with cleaning solutions. Wash your hands. Throw away food that has gone bad. Wash and Dry dirty dishes. Clean up spills. Let us know if a light bulb is out, a door is not latching properly, or you see anything at all that needs repair.

Consume alcohol, food, or anything else you choose responsibly and at your own risk

Studio 38 Coworking, its staff and management – none of those – is in the business of serving food or drink. If such exists and you choose to partake, you do so at your own discretion and risk. Call a ride service if you are not well and it would be unsafe to drive. Studio 38 Coworking, its members, Studio 38 Coworking, its staff and management – none of those have any liability for illness, accidents, or any bad thing that results from your consumption of any substance of any kind.

Obey the law

You agree not to use Studio 38 Coworking for any purpose that is unlawful, prohibited or otherwise frowned upon by society, including doing anything that would damage, disable, or impair any property of Studio 38 Coworking or its members or, worse, the members themselves. This also means you won't try to access property or systems of others, or attempt to obtain information or materials not intentionally made available to all Studio 38 Coworking members. If you break the law or do any of the aforementioned bad things, you're out. No 30 days' notice, your membership and any future access under any circumstance will be gone immediately.

Studio 38 Coworking reserves the right at all times to disclose information about you, your participation in and use of the services Studio 38 Coworking provides we deem necessary to satisfy any applicable law, regulation, legal process or governmental request. We may also publish information about you and/or your business, including but not limited to, your name, company name, industry, title, and URL. We may take pictures of you working in our space or at Studio 38 Coworking events and use them at our discretion. We may also edit, refuse to post or to remove any information or materials, in whole or in part from our website(s), social media pages, or our premises. This will all be done at Studio 38 Coworking's sole discretion.



Termination

Studio 38 Coworking reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with this agreement.

Keep up with changes to these rules

Like so many things, Studio 38 Coworking will evolve and change over time (largely from input of members). With that may come changes in these Terms. If we change this agreement, we'll let you know and post the current version of this agreement on our website (studio38coworking.com). By signing this document, you agree to remain familiar with and abide by all current (possibly updated) rules.

Indemnification

Studio 38 Coworking provides use of its space and equipment as a service and not as a lease of real property and disclaims all warranties and conditions, whether express, implied or statutory, including but not limited to merchantability or fitness for a particular purpose or use. We hate to have to say it, but we do: the entire risk as to the quality arising out of participation in or the use of the services, remains with you.

You release, and hereby agree to indemnify, defend and save harmless Studio 38 Coworking, AI and Bonnie Kohout, 38North Corporation and related entities (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 Studio 38 Coworking 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 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.

By signing this agreement, you represent that you have the authority to do so and that you are not violating any agreement you have with any other party. You also understand and agree that, while membership in Studio 38 Coworking has many benefits, it does not empower you to make binding representations or agreements on behalf of AI and or Bonnie Kohout and 38North Corporation, dba Studio 38 Coworking and it's members.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this agreement and agree to be bound it.

I hereby represent and warrant that I have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOSU and no further authorization or approval is necessary. I 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 I am a party.



Signature

Date

Member Name (Printed)