



PIONEER COWORKING ASSOCIATE AGREEMENT

Pioneer Coworking offers a shared, community-driven workspace for location-independent workers. As an associate, you will not just be a customer of Pioneer Coworking; you'll be an active part of a community of people who come together in a safe, innovative, and fun working environment.

Co-working Associate Features

Below are some, but not all, of the benefits co-workers receive as part of their associate status:

All Co-working Associates

- Access to high-speed wireless internet
- Access to high speed laser printer
- Use of conference room (as available)
- Access to the shared workspace during normal operating hours (9:00am – 5:00pm Monday thru Friday, except holidays)

Day Pass

(\$25/day)

People interested in dropping in for the day can do so for a day rate, provided there is sufficient space.

Contact us ahead of time for availability at connect@pioneerucc.org.

Part-Time Associate

(\$95/month)

- Access to the shared workspace up to five days per calendar month
- Discount on additional days (\$15 per additional day)

Full-Time Associate

(\$200/month)

- Access to the shared workspace anytime during normal operating hours (full-time associates may continue to use the workspace after 5:00pm)

- Access to the Sutter parking garage (full-time associates will be issued a key card and may only park in spaces assigned to Pioneer Church on the bottom level)
- Priority on use of conference room
- Use of mailing address

Dedicated Desk Associate

(\$350/month)

- All the benefits of full-time associates, PLUS
- A dedicated desk for your exclusive use with a locking file cabinet

Private Office Associate

(\$1,000/month)

- All the benefits of full-time associates, PLUS
- A private locked office for your exclusive use

Payment Terms & Options

The following outlines how payments are handled:

Payment Methods & Due Dates

Associates may pay via cash, check, or PayPal. All associate payments are due on the first business day of each month. Pioneer Coworking reserves the right to charge late fees and/or withhold services if payments are not received on time.

Choose Associate Level

- Day Pass (\$25/day)
- Part-Time Associate (\$95/month)
- Full-Time Associate (\$200/month)
- Dedicated Desk Associate (\$350/month)
- Private Office Associate (\$1,000/month)

I have paid \$_____ in advance, which includes a one month security deposit and ____ months of associate status. Associate status will commence on _____.

Contact Information

Name:	
Home address:	
Phone:	
Email:	
Company (if applicable):	
Position:	
Web address:	

Is it OK to publish your name, company, position, and web site on our associate directory and website? Your personal contact information (phone, address, email) will be kept private.

- Yes
- No

Agreement

By entering into this associate agreement, I agree to the attached Pioneer Coworking Terms of Use and will abide by the attached Pioneer Coworking Community Rules.

Signature

Date

PIONEER COWORKING TERMS OF USE

1. Acceptance of Terms

The Services (including but not limited to access to office space, work stations, internet access, office equipment, conference space, knowledge resources, and other services as Pioneer Coworking may offer from time to time) that Pioneer Congregational United Church of Christ ("Pioneer Coworking") provides to you, the undersigned, are subject to the following Terms of Use ("TOU"), as well as the Associate Agreement ("Agreement") to which this TOU is attached and the Community Rules. Pioneer Coworking reserves the right to modify and/or update the TOU (as well as the Community Rules) at any time by notice to you.

2. Compliance

You agree to abide by and cause your employees, agents, guests, invitees, contractors and subcontractors ("Invitees") to abide by this Agreement.

3. Workspace Use and Access

You agree to use the space provided to you for general office purposes only and you may not use the space to carry out any illegal activities or use the space (A) in violation of law, the Community Rules or any other reasonable regulations or rules adopted by Pioneer Coworking, or (B) for any immoral, unlawful, or objectionable purposes. Further, you shall not use or permit the usage of any illegal drug or substance and shall not make or permit any unreasonable or unnecessary noises or odors in or upon the space or the building. You shall not commit, or suffer to be committed, any waste upon the Space or any nuisance (public or private) or other act or thing of any kind or nature whatsoever that may disturb the quiet enjoyment or cause unreasonable annoyance of any other occupants in the Building.

You shall not make alterations, additions or improvements to the Space, including the installation of lighting or any phone or data lines.

You shall not generate, store, install, dispose of or otherwise handle any hazardous materials in the Space, or in or around the Building, in any manner contrary to any applicable law. You shall be liable for the costs of any removal, clean-up and/or remediation of any hazardous materials released by you or your Invitees.

Pioneer Coworking or its authorized representatives may enter the space at any time and such access rights shall not give rise to any decrease or abatement of fees. Unless there is an emergency, Pioneer Coworking will, as a matter of courtesy, try to inform you in advance when Pioneer Coworking needs access to the space to carry out testing, repair or work other than routine inspection, cleaning, and maintenance. Repair work shall be done solely at the discretion of Pioneer Coworking and the failure of Pioneer Coworking, for any reason, to furnish any maintenance or repairs shall not render Pioneer Coworking liable to you, constitute a constructive eviction, or give rise to a refund or abatement of fees.

You shall not cause or permit any lien to be placed on the space, the building or the land underlying the building. Any such lien shall be discharged by you within 10 days of you becoming aware of such lien.

4. Mail and Packages

You may use the Pioneer Coworking address as your business address to receive mail, and advertise it as your business address on your website, personal branding products, outside websites such as Google and Yelp. As soon as your associate status is canceled or terminated, you agree to immediately cease using the address on all materials and websites. If you choose to use this as your business address, you must let it be known to your customers that it is by appointment only, because of the nature of coworking spaces we cannot allow unscheduled walk in customers.

5. Keys and Security

Any keys or entry cards for the space or the building, which Pioneer Coworking lets you use, remain Pioneer Coworking's property at all times. You shall not make any copies of them or allow anyone else to use them without Pioneer Coworking's consent. Any loss of keys or entry cards must be reported to Pioneer Coworking immediately, and you must pay the cost of replacement keys or cards and or changing locks, if required by Pioneer Coworking. You shall not place any additional locks or bolts of any kind upon any of the doors or windows of the space or building nor make any changes to existing locks or the mechanisms thereof.

6. Pioneer Coworking Disclosures

You consent to Pioneer Coworking's disclosure of information about you (including photographs of you) and/or your participation in and use of the Services as Pioneer Coworking deems necessary or advisable for community development or maintenance purposes.

7. Community Confidentiality

- 7.1. You acknowledge and agree that during your participation in the Pioneer Coworking community you may be exposed to Confidential Information of Pioneer Coworking or of other associate(s) of the community ("Associates"). "Confidential Information" shall mean all information, in whole or in part, that is nonpublic, confidential, or proprietary in nature. Confidential Information 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 Pioneer Coworking or any Associate, any analyses, compilations, studies or other documents prepared by Pioneer Coworking or any Associate 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.
- 7.2. Your participation in the Pioneer Coworking community obligates you to:
 - 7.2.1. Maintain all Confidential Information of Pioneer Coworking and each Associate in strict confidence;
 - 7.2.2. Not to disclose Confidential Information to any third parties, including any Associate other than an Associate disclosing Confidential Information to you;
 - 7.2.3. Not to use Confidential Information in any way directly or indirectly detrimental to Associate Coworking or any Associate.
- 7.3. All Confidential Information remains the sole and exclusive property of Pioneer Coworking or the respective disclosing Associate. You acknowledge and agree that nothing in the Associate Agreement, this TOU or Community Rules, 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 Pioneer Coworking or any Associate.

8. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PIONEER COWORKING PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF INFORMATION, RESULTS, WORKMANLIKE EFFORT, 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.

9. Exclusion of Consequential and Certain Other Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PIONEER COWORKING OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, ASSOCIATES, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, JOINTLY AND INDIVIDUALLY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR BUSINESS INTERRUPTION) OR 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 IF PIONEER COWORKING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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 PIONEER COWORKING OR ITS SUBSIDIARIES (WHETHER OR NOT WHOLLY-OWNED), AFFILIATES, DIVISIONS, AND THEIR PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, ASSOCIATES, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS UNDER ANY PROVISION OF THIS YOU AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE UP TO THE SUM OF THE LAST THREE CONSECUTIVE MONTHS OF ASSOCIATE FEES PAID BY YOU PRIOR TO THE DAMAGES BEING INCURRED. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

11. Termination; Cancellation of Associate Status

As it improves the Pioneer Coworking community, Pioneer Coworking reserves the right to modify or terminate any Service at any time. Pioneer Coworking 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 or Community Rules. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THE SERVICES PROVIDED BY PIONEER COWORKING NOR THIS AGREEMENT SHALL IN ANY MANNER CONSTITUTE A LANDLORD/TENANT RELATIONSHIP, AND

PIONEER COWORKING MAY IMMEDIATELY TERMINATE THE SERVICES FOR ANY REASON AT ANY TIME. Upon termination, you agree to immediately remove any and all of your personal property from the Premises. In addition to the foregoing, you may only cancel a Dedicated Desk or Private Office Associate status with a full calendar month's notice. For example if you would like January to be your final month of associate status, you must give your notice by January 1. No portion of the payment will be refunded to you in the event of termination/cancellation of the associate status prior to the full term for which such payment was made.

12. Indemnification

You release, and hereby agree to indemnify, defend and save harmless Pioneer Coworking, Pioneer Coworking's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, associates, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees), judgments, fines and penalties based upon or arising out of your negligent actions, errors or omissions, willful misconduct and/or fraud in connection with the participation in the Pioneer Coworking community or use of the Services. You further agree that you shall be liable for any attorneys' fees and costs incurred by Pioneer Coworking or its respective officers and agents in connection with the defense of such claim or lawsuit.

13. Damages and Insurance

You are responsible for any damage you cause to the space or any Pioneer Coworking property beyond normal wear and tear. Pioneer Coworking has the right to inspect the condition of the space from time to time and make any necessary repairs. You are responsible for arranging insurance for your personal property against all risks and for your liability to and for your employees and third parties. You have the risk of damage, loss, theft or misappropriation with respect to any of your personal property and liability to and for your employees and third parties. You agree, as a material part of the consideration to be rendered to Pioneer Coworking under this Agreement, to waive any right of recovery against Pioneer Coworking, and Pioneer Coworking's directors, officers and employees for any damage, loss, theft or misappropriation of your property under your control and any liability to and for your employees and third parties, including for injuries to you or your Invitees in or about the space, and you agree to hold Pioneer Coworking exempt and harmless and defend Pioneer Coworking from and against any damage and injury to any such person or to such property, arising from your use of the space or from your failure to keep the premises in good condition and repair as provided in this Agreement. All property in your space is understood to be under your control.

14. No Assignment

In no event may you assign in whole or in part your associate status or use of the Services, without the advance written consent of Pioneer Coworking.

15. No Lease

YOU ACKNOWLEDGE THAT THIS AGREEMENT IS NOT A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY. IT IS A CONTRACTUAL ARRANGEMENT THAT CREATES A REVOCABLE ASSOCIATE STATUS AGREEMENT. The parties do not intend to create a lease or any other interest in real property through this Agreement. Pioneer Coworking retains legal possession and control of the space assigned to you. This Agreement shall terminate simultaneously with the termination of the operation of Pioneer Coworking for any reason at no cost or penalty to Pioneer Coworking. When this Agreement expires or is earlier terminated, your right to occupy the space shall automatically be revoked. You agree to remove your personal property and leave the space as of the date of such expiration or termination. Pioneer Coworking is not responsible for your personal property left in the space after expiration or termination. If you fail to remove your personal property, at the Host's option, such personal property

shall (a) be deemed conveyed to Pioneer Coworking and shall become the property of Pioneer Coworking, or (b) be removed from the space by Pioneer Coworking at your expense.

16. No Broker

You represent that you have dealt with no broker in connection with this Agreement. You agree to indemnify, defend, and hold the Host harmless from any claims of any brokers claiming to have represented you in connection with this Agreement.

17. Subordination

This Agreement is subordinate to any underlying lease, mortgage, deed of trust, ground lease or other lien now or subsequently arising upon the space or the building and to renewals, modifications, refinancings and extensions thereof.

18. Internet Policy

Wireless access to the Internet is provided during your associate status. Service interruptions, if they occur, will be handled as promptly as possible. Pioneer Coworking is not responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus, or other malicious attack. Unless otherwise set forth by Pioneer Coworking in writing, you are receiving a single user account solely for your use of the Services through one unit per login session. You agree not to resell any aspect of the Service, whether for profit or otherwise, share your IP address or ISP Internet connection with anyone, or authorize any individual or entity who is not an Associate to use the Service. You agree that sharing the Service with a non-Associate third party breaches this TOU and may constitute fraud or theft, for which Pioneer Coworking reserves all rights and remedies. You have no proprietary or ownership rights to a specific IP or other address, log-in name, or password that you use on our network. Pioneer Coworking may change your address, log-in name or password at any time. Pioneer Coworking will assign you an IP address each time you access the Service, and it will vary. You may not assign your login name, password or IP address to any other person.

You agree not to use the Service, any Pioneer Coworking 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: a. Attempting to intercept, collect or store data about Associates or third parties without their knowledge or consent; b. Deleting, tampering with or revising any material posted by any Associates or other person or entity; c. Accessing, tampering with or using non-public areas of the Service or any Pioneer Coworking or related website, computer systems or network; d. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; e. Attempting to access or search the Service or any Pioneer Coworking or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Pioneer Coworking or other generally available third party web browser; f. Using the Service or any Pioneer Coworking or related website or network to send altered, deceptive or false source-identifying information; g. 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 Pioneer Coworking or related website or network; or h. 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 Pioneer Coworking or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Service or any Pioneer Coworking or related website or network. If Pioneer Coworking suspects violations of any of the above, Pioneer Coworking 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 Pioneer Coworking in investigating suspected violations, and to accept Pioneer Coworking's determination of whether any particular use of the Service or of any Pioneer Coworking or related network or website is improper. You shall not install, maintain or otherwise locate at Pioneer Coworking any computer server of any kind, whether hardware or software.

19. Miscellaneous.

- 19.1. Entire Agreement. This TOU, the Associate Status Agreement, and Community Rules constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.
- 19.2. Severability. In the event that any provision or portion of this TOU, the Associate Status Agreement or Community Rules is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU, the Associate Status Agreement and Community Rules shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
- 19.3. Waivers. No waiver shall be binding on Pioneer Coworking unless executed in writing by an authorized representative of Pioneer Coworking.
- 19.4. Successors and Assigns. This TOU, the Associate Status Agreement and Community Rules shall be binding on your heirs, legal representative, successors and assigns.

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 and Community Rules regarding my participation in and use of the Services.

Signature

Date



*Connecting people with God's love.
Sharing a safe place to belong.
Serving our community and beyond.*

PIONEER COWORKING COMMUNITY RULES

Pioneer Coworking is a community of people who come together in a safe, innovative, and fun working environment. Our unique community comes with its own set of rules and standards to make it a great place to be for all associates. As a condition of associate status, we each agree to abide by the following set of rules:

1. Pioneer Coworking is, first and foremost, a place to work. While we want our community to be open, fun, and collaborative, we also want it to be professional.
2. Pioneer Coworking is an opportunity to develop a community. We absolutely encourage Pioneer Coworking associates to make connections, collaborate, and share ideas. We encourage Pioneer Coworking associates to buy/sell goods and services from each other (except where prohibited under the Terms of Use). Associates may NOT spend their days directly soliciting other associates. It's both disruptive and unprofessional.
3. Every person using Pioneer Coworking must be a paid associate. Exceptions are non-associates who can use Pioneer Coworking if they are meeting Pioneer Coworking associates for business-related conference room or private office meetings. If you'd like to bring a guest to work with you for the day, you may purchase a Day Pass for them at a discounted rate. Associates are accountable for the conduct of their guests at all times. Never leave guests unattended in the building.
4. Pioneer Coworking key and key cards are NOT transferable. Please do not give keys or key cards to anyone else for any reason. All keys and key cards are subject to a \$10 replacement fee if lost.
5. We expect associates to keep the common areas clean. In the kitchen, please do your dishes by rinsing them and putting them in the dishwasher. You are also responsible for any guests' dishes.
6. Refrigerators and freezers are shared by all Pioneer Coworking associates, Pioneer Church staff, and Ghost Kitchen renters. Please never take or use anything out of the refrigerators that doesn't belong to you. All spoilable food will be thrown away at the end of the day on Fridays.
7. Food garbage should be thrown away in the kitchen trash, not in any office or shared space.
8. Pioneer Coworking is a drug-free workspace. The use, possession, consumption or sale of alcohol, cannabis, or illegal drugs is not permitted at any time.
9. Access to the church parlor as a conference room is one of the great benefits of Pioneer Coworking associate status. The rules regarding conference rooms are as follows:
 - a. If you want to use the conference room, you must reserve it. Associates status includes a set amount of conference room time a month. If you would like additional time, it can be purchased.
 - b. You may not resell or donate your conference room time.
 - c. Please clean up after using the conference room. Request assistance from Pioneer Coworking staff if you need furniture rearranged or moved.
10. We cannot allow dogs or pets (except service animals) at Pioneer Coworking.
11. Pioneer Coworking is a 24/7 facility for associates in full time or higher associate status, however you cannot live here. Under no circumstances is sleeping in the space overnight permitted.

12. Pioneer Coworking is dedicated to providing a harassment-free environment for everyone, regardless of sex, gender, gender identity, gender expression, age, sexual orientation, disability, physical appearance, race, religion, medical condition, ancestry, national origin, military or veteran status. We will not tolerate harassment in our space of any kind, including but not limited to:
 - a. Offensive language or comments
 - b. Sexual images in public spaces
 - c. Intimidation
 - d. Stalking or following
 - e. Photography or recording without consent
 - f. Sustained disruption of talks or other events
 - g. Inappropriate physical contact
 - h. Unwelcome sexual attention
13. We expect all associates to be mindful of security at all times. Doors should never be propped open or the security system otherwise circumvented.
14. Associates cannot put up any signs on the doors to the space or building or anywhere else, which are visible from outside the space you are using, or the building.
15. All associates should familiarize themselves with these Community Rules and the Terms of Use.
16. I agree to these Pioneer Coworking Community Rules, and acknowledge that breaking these rules may lead to termination of my Pioneer Coworking associate status. I am committed to making Pioneer Coworking a fun, collaborative, and professional place to work.

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

Signature

Date

