



New Member Packet

Day Trial & New Member Information

Works Progress respects each individual's right to personal privacy. All information recorded here is confidential and will only be used for billing purposes and communicating with you. We will never share or sell your information to anyone.

First and Last Name: _____

Business Name: _____

Street Address: _____

City, State, and ZIP: _____

Home Phone: (_____) ____-____ Mobile Phone: (_____) ____-____

Email Address: _____

For up to date information about Works Progress, we will send you our monthly newsletter and regular announcements by email. If you would prefer not to receive this information, please check here: _____

How did you hear about us?: _____

Trial Day on: _____

Notes below are for Works Progress Staff

Membership to Commence as of: _____. Membership to End on: _____

Thanks! We look forward to coworking with you!



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You can pay for you membership dues by credit card or by cash or check. You can also request to have your employer pay your monthly membership fees. All information recorded here is confidential and will only be used for billing purposes and communicating with you. We will never share or sell your information to anyone.

MEMBERSHIP LEVEL

___ Full-Time ___ Part-time ___ Days OR ___ Hours ___ Private Office

*** Please note: Days or Hours in a membership package must be used wihtin the month of membership. No time is rolled into the next month.**

INITIAL PAYMENT

Today, _____ (date), I, _____ (Name), agree to pay:

Membership Rate: _____

Discount (If Applicable) - _____

Add Dedicated Desk \$50/Month

Add 24/7 Access \$300/Annual Fee* _____

**Fee & access processed after one month of membership.*

TOTAL Payment Today _____

Payment Method: ___ Check (to Works Progress) ___ Credit Card ___ Cash

MONTHLY BILLING OPTIONS

1) CHARGE MY CREDIT CARD: I authorize Works Progress to debit my credit card every 30 days, starting on _____ (date), for the membership level checked above. This authorization is to remain in full force and effect until Works Progress has received written or e-mail notice from me of termination of services. **I agree to give 7 days notice of termination before the next payment is scheduled to avoid being charged for the following month.** I also understand that late fees of \$25 will be added after 10 Days past due and again after 15 days past due if my credit card stops working.

Signed: _____ Cardholder

2) SEND THE BILL VIA E-MAIL: _____ Please bill me monthly. _____ Please bill my employer monthly. I agree to pay for my membership every 30 days starting on _____ (date) for the membership level checked above. This authorization is to remain in full force and effect until Works Progress has received written or e-mail notice from me of termination of services. **I agree to give 7 days notice of termination before the next invoice is scheduled to avoid being charged for the following month.** I also understand that late fees of \$25 will be added after 10 Days past due and again after 15 days past due.

Signed: _____

3) THIS IS A ONE TIME CHARGE. Do not renew my membership in 30 days.

Signed: _____



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Additional Payment Information:

Information for billing my employer:

Company Name: _____

Address: _____

Contact Name & Position: _____

Contact Phone: _____

Contact Email: _____

Personal Billing Address, if different from contact address (please print):

Street Address: _____

City, State, and ZIP: _____

Phone associated with card: (_____) _____ - _____

Email for receipt: _____



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Terms of Use

The following terms and conditions apply to all coworking memberships. If you have questions about any of the terms, please feel free to contact us at info@worksprogressseattle.com.

Acceptance of Terms.

The services Works Progress provides to you, the undersigned (including but not limited to use of office space and access to Internet), are subject to the following Terms of Use (“TOU”).

Works Progress reserves the right to update the TOU at any time. Changes to the TOU are binding once posted on our website.

1. Description of Services.

Works Progress may provide you with access to office space, work stations, Internet access, office equipment, meeting space, and other services as Works Progress may provide from time to time, as specifically described in the Member Agreement (collectively, “Services”). The Services at all times are subject to the Member Agreement, this TOU, and the Community Standards Contract.

2. No Unlawful or Prohibited Use.

You will not use the Services for any purpose or in any manner 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 Works Progress server or interfere with any other party’s use and enjoyment of any Services, or is otherwise prohibited by Section 4.

3. Use of Services.

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

- Maintain or store any inventory of goods upon the premises without permission.
- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise).
- Use the Premises for illegal purposes; violate any applicable laws or regulations; or download any files that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Tamper with, borrow, or remove property kept in another Licensee’s area without their express permission.

- 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.
- Act in a manner that, in Works Progress sole discretion, does or may adversely affect the value, enjoyment, by members or others, or peaceful operation of the premises of Works Progress, or the building, including, without limitation, creating any disturbance to occupants of the Works Progress premises or the greater building or their employees, licensees, guests or contractors or engaging in any other conduct Works Progress determines to be inappropriate.

5. Confidentiality.

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 Works Progress 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 Works Progress. You also understand that nothing in these TOU impose on Works Progress any responsibility or obligation to assure the confidentiality of Members’ Confidential Information or any liability of any type or nature in connection therewith, it being understood that Members are solely responsible for protecting their own Confidential Information.

6. Participation In or Use of Services.

You acknowledge that you are participating in or using the Services of your own free will and de-



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cision. You acknowledge that Works Progress 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.

7. Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKS PROGRESS PROVIDES THE SERVICES “AS IS” AND WITH ALL FAULTS, AND HEREBY DISCLAIMS 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, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT CONCERNING ANY USE OF THE SERVICES. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES, REMAINS WITH YOU.

8. Exclusion of Incidental, Consequential and Certain Other Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WORKS PROGRESS 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 WORKS PROGRESS, AND EVEN IF WORKS PROGRESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. 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 WORKS PROGRESS 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 ONE HUNDRED AND FIFTY DOLLARS (USD \$150.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 7 AND 8 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. Termination.

Works Progress reserves the right to terminate any Service at any time. Upon termination, you agree to immediately remove any and all of your personal property from the Premises.

11. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless Works Progress and Works Progress’s 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 (including, without limitation, reasonable attorney’s fees), judgments, fines and penalties based upon or arising out of your use in any manner, or that of any person you have caused to be on the premises, of the Services, including without limitation, any negligent actions, errors and omissions, willful misconduct and/or 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 Works Progress or its respective officers and agents in connection with the defense of such claim or lawsuit.

12. Insurance.

As required by the owner of the building located at 115 N 85th Street, Seattle, WA 98103, Works Progress carries Liability and Business Personal Property insurance, which you acknowledge is for the sole benefit of Works Progress. Works Progress members are not required but it is in their best interest to obtain insurance coverage



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to protect their own equipment and personal property while using our space. That policy may cover your current residence/office, as well as the Premises of Works Progress.

- 13. **Internet Policy:** Wireless access to The Internet is provided during your membership. Service interruptions, if they occur, will be handled as promptly as possible. Works Progress is not responsible for any problems relating to Internet access nor for any data, business or other losses as a result of Internet interruptions. You are solely responsible for the confidentiality of your information, data security, and privacy compliance and for the protection of your own computer and data from electrical surges, theft, virus, or other malicious attack. You agree not to use the Service, any Works Progress 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.
- 14. **Entire Agreement.**
This TOU, the Member Agreement, and Community Standards 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.

- 15. **Severability.**
In the event that any provision or portion of this TOU, the Member Agreement or Community Standards is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU, the Member Agreement and Community Standards shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
- 16. **Dispute Resolution; Governing Law.**
This agreement shall be governed by the laws of the State of Washington. Any dispute involving the interpretation or enforcement of this agreement shall be submitted to binding arbitration by the Judicial Arbitration and Mediation Service. The initial cost of the arbitration shall be paid equally between the parties to the arbitration. The decision of the arbitrator shall be final and binding upon the parties to this agreement and no party shall have any right to appeal or re-litigate the decision of the arbitrator. The arbitrator shall be authorized to include in any award the additional costs and fees associated with the arbitration or the enforcement of any award (including any appeal), including attorney fees, incurred by the prevailing party.

By my signature below, I represent that I have read the above terms and conditions in their entirety, have been given the opportunity to ask questions and/or have this document reviewed by legal counsel, and that I understand and agree to abide by the above terms and conditions of my Space License with Works Progress.

Licensee Signature

Date

Printed Name

Name of Business