



2021 Coworking & Reservation Agreement

The following guidelines are in place for the safety and health of our community. By agreeing to this document, you agree to abide by all the guidelines below. Failure to abide by any of the following guidelines may result in your removal from the premises and/or a loss of coworking privileges. Thanks for your understanding and commitment to our community!

1. Check-In Procedure

Coworking reservations are highly recommended. You can reserve your desired workspace ahead of time via your Member Portal.

Upon arriving to 160 Westminster Street, please wear a mask and maintain six feet of distance from any Staff or members arriving at the same time.

Upon arrival, you will check-in with Club staff at the front desk located in the Salon. Please be prepared to answer the following questions upon arrival:

- Are you experiencing symptoms of Covid-19?
- Have you been vaccinated?
- Have you been in contact with anyone diagnosed with Covid-19 over the past 14 days?

2. Cancellations

Please do not come to the Club if you are sick. If you have symptoms of Covid-19 or have been in contact with someone who has tested positive for Covid-19, and need to cancel your reservation, please notify staff via phone or email at the earliest possible time.

Due to Covid-19, there will be no cancellation fees at this time. This is subject to change.

If you are 30 minutes late to your reservation, it will be cancelled.

3. Safety Protocols

If you have a pre-existing condition that may cause you to be at risk of complications due to the coronavirus and require additional safety measures, please contact Club Staff ahead of time and we will do our best to accommodate you.



Wash hands thoroughly. Make good use of the hand hygiene and cleaning stations provided throughout the Club.

PPE

You must wear a mask when entering the Club and when moving through any Club shared common areas and hallways.

If you are vaccinated, you may remove your mask while seated at your workstation.

If you are unvaccinated, we ask that you keep your mask on even while at your workstation unless you are actively eating or drinking.

This can be any type of mask or cloth face covering, as described by the CDC. If you do not have a mask, please let Staff know and we will provide you with one.

Social Distance

Please maintain six feet of distance from Staff and fellow Club Members at all times.

Please take extra precaution in tight areas like the hallway, and avoid congestion. Make use of any and all floor markings or signs for direction in shared common areas.

Food and Drink

You may eat or drink while seated at your workstation, although we do recommend enjoying lunch and snacks outside when weather allows! If unvaccinated, we ask that you put your mask back on after eating or drinking, even when seated at your workstation.

The kitchenette is to be used by only one person at a time. Single-use, compostable utensils and dishware will be available if needed.

Office Supplies

Common supplies (scissors, stapler, pens, etc.) will be held at the front desk with Club Staff and may be requested for singular use and then returned. If you need such tools regularly, it's best to bring your own.

4. Phone & Video Calls

Phone conversations are not allowed in the main coworking areas (the Salon and the Library), the hallway, or the kitchenette to maintain a productive work space for all Members.



For short, impromptu calls (15 minutes and under) you may step into the Telephone Room or the Board Room. Only one person may occupy each room at a time. When in use, the door should be closed. When not in use, the door should remain open.

When receiving an impromptu or unexpected call, you may answer quietly to request the caller hold and proceed to one of the available rooms for the short call. If both phone rooms are occupied, you may check with Club staff for an available space or take your phone call outside.

Longer Calls (15+ minutes)

If you have a planned phone or video call that will be longer than 15 minutes, you can reserve the Telephone Room for private use. Advanced reservation via your Member Portal is highly recommended.

5. Check-Out Procedure

When your reservation has ended or you have finished working for the day (whichever comes first), please check out with Staff at the front desk. Please take all belongings, including food and beverage, with you when you leave.

6. Contact Tracing

If you test positive for COVID-19 or have been on contact with someone who has, and have been at the Club in the two weeks prior to the test, you must contact and inform Club Staff. Your anonymity will be maintained.

I agree to abide by the above rules and procedures and understand that failure to do so could result in revocation of my coworking privileges.

Signature: _____

Date: _____



What Cheer Writers Club Terms of Use

What Cheer Writers Club provides a shared community and workspace. The following Terms of Use ensures that everyone is properly protected. Please contact the General Manager, jillian@whatcheerclub.org, with any questions.

This Terms of Use is executed in accordance with the laws of the State of Rhode Island.

Acceptance of Terms.

The services What Cheer Writers Club ("Writers Club") provides to you, the undersigned, are subject to the following Terms of Use ("TOU").

Although Writers Club reserves the right to update the TOU at any time without notice to you, we will post any TOU updates on location and will contact you using the contact information provided in your Membership Agreement. If your contact information should change, please update it with us.

Description of Services.

Writers Club may provide you with access to office space, workstations, Internet access, virtual community, office equipment, meeting space, knowledge resources, and other services (collectively, "Services"). The Services at all times are subject to the TOU.

Regular Business Hours and Days.

Regular Business Days are from Monday to Sunday, except certain local bank/government holidays.

Writers Club is not responsible or liable for any failure or delay in providing Services arising out of or caused by forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss of malfunctions of utilities, communications or computer (software and hardware) services.

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 interfere with any other party's use and enjoyment of any Services. 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.

Use of services.

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

- Violate any guidelines set forth in the Membership Guidelines;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Solicit members, employees or guests within the Writers Club unless otherwise specifically granted permission;
- Upload, download, 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;
- Knowingly 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 computer or property of another coworker;
- Publish, post, upload, distribute, or disseminate any unlawful content, plagiarized content, intellectual property, or applications and software content that breaks state law;
- Restrict or inhibit any other user from using and enjoying the Services;
- Violate any applicable laws or regulations.

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 Writers Club does not have any liability with respect to your access, participation in, use of the Services, or any loss of, loss from theft, or damage of information or personal property resulting from such participation or use.



You are liable for the full cost of any damages caused by you or your guest(s) to any property, in the space, owned either by the Writers Club or its members.

Harassment.

Writers Club prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. Appropriate action may include immediate termination of Writers Club membership. For purposes of this policy, harassment is any uninvited or otherwise one-sided verbal or physical behavior, including, but not limited to, racial or ethnic slurs, flirtation and crude remarks, designed to threaten, intimidate or coerce a member, employee, or guest of Writers Club.

Member Privacy.

Writers Club takes the privacy and safety of members very seriously. You shall not, unless given express, written approval, share any personal information of other Writers Club members. This may include, but is not limited to: name, address, pen name, or any personally identifiable information that may lead to public outing or doxing.

Property.

Writer's Club is not responsible for any property you leave behind in our Premises. It is your responsibility to ensure that you have retrieved all of your personal items prior to leaving.

Prior to the termination or expiration of your membership, you must remove all of your property from the Premises. After providing you with reasonable notice, Writers Club will be entitled to dispose of any property remaining in our Premises, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by Writers Club regarding such removal.

Invoicing and Payment.

You will be automatically invoiced monthly in advance based on your membership option. Also included is any variable charges that may have been incurred during the previous period (extra meeting hours, day passes, etc.). Payment is required at the beginning of the period, at the date specified in the invoice. Payment for casual usage is paid on the day of use unless other arrangement has been made with Writers Club.

Writers Club reserves the right to alter or adjust any membership fees or costs. Writers Club will post any updates to fees on location and will attempt to contact you to notify you using the contact information provided in the Membership Application.



Renewals, Refunds and Terminations.

This Agreement is automatically renewed at the end of each period with consent of each party. Once the payment for a one-month period of membership (“Period”) is complete, no refunds are possible.

The TOU must be adhered to at all times. Failure to follow this TOU can result in non-renewal or even early termination of the membership. If you fail to comply with this TOU, Writers Club reserves the right to terminate any Service at any time, immediately and without notice. This includes non-payment or violation of the Membership Agreement.

You may terminate this Agreement by giving a written notice of termination and it shall be in effect as of the end of that Period. If you cannot provide timely notice of termination to Writers Club before the end of the Period, or if a termination agreement between you and Writers Club cannot be made, then the Membership shall continue to the end of the following Period and all fees for that Period will be due.

Workshop, Podcast, and Meeting Rooms.

You are required to reserve workshop and meeting rooms (“Rooms”) via Writers Club’s staff or online booking system. Rooms are available on a first-come, first-serve basis. Cancellation of any Room reservations must be made 24 hours prior to commencement or you will be charged the full amount or have its hour value deducted.

An allotment of hours is included in some Memberships. These hours are NOT transferable to any other Writers Club member or guest, and the Member must be present at all meetings using these hours. Hour are not accruable and will reset at the beginning of each Membership month. Overage may be charged at a discounted rate depending on Membership.

All Room rentals are subject to Writers Club’s Room Rental TOU.

Virtual Community.

Certain Writers Club memberships qualify for access to a Writers Club Virtual Community (“Virtual Community”) to allow connection between members. In using the application or software, you agree to:

- Follow the TOS of the application or software being used
- Not copy, share, or otherwise make public, private information shared within the Virtual Community from any Writers Club member or employee without consent from said member or employee



- Not share your username and/or password with anyone who is not a Writers Club qualified Virtual Community member
- Not post sexual, political, obscene, religious, slanderous, or otherwise professionally offensive comments
- Not promote yourself or your work outside of designated promotion channels

On occasion, the Writers Club may use screenshots, recordings, photos, etc. from virtual Club events and the virtual Club community for purposes of promotion, marketing, newsletters, social media, etc. The recording of virtual Club events will be announced at the beginning of each event.

Please notify staff if you do not wish to have your image recorded or shared. Images, recordings, etc. will not be used with identifying names or personal information without written consent.

Insurance.

Writers Club carries Liability and Business Personal Property insurance. 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 Writers Club.

Postal Services (USPS, FedEx, UPS).

If available, you may elect to receive mail at Writers Club. We will accept mail and deliveries on your behalf during Regular Business Hours on Regular Business Days. Writers Club has no obligation to accept bulk or oversized mail or packages, unless previous agreements are made between you and Writers Club.

Alcohol and Smoking.

Writers Club is largely an alcohol-free space. On occasion, Writers Club may host events in which alcohol is served or may give your event permission to serve alcohol. At no time may you serve anyone who is under the age of 21, consume alcohol if you are under the age of 21, or legally serve and/or consume alcohol without the permission and presence of a Writers Club staff member. Neither smoking nor vaping is permitted on Writers Club premises.

Pets.

Unfortunately, per the terms of our lease, no pets or animals are allowed in the Writers Club space unless required as a documented and trained Service Animal.



Disclosure of Information.

Writers Club reserves the right at all times to disclose any information about you, your participation in and use of the Services as Writers Club deems necessary to satisfy any applicable law, regulation, legal process, or government request.

Writers Club is required to disclose your name and address to Presidio 156 LLC, the building landlord of 160 Westminster Street, Providence RI per the terms of Writers Club lease.

Disclaimer of Warranties.

To the maximum extent permitted by the applicable law, Writers Club 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.

Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by the applicable law, in no event shall Writers Club or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, board members, 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.

These include, but are 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 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 Writers Club.

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 Writers Club 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 fifty dollars (USD \$50.00).



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.

Assignment.

This TOU and the rights and obligations of the parties hereto may not be assigned by either party without the other's written consent, provided, however, that Writers Club may freely assign this TOU to any affiliate or other party which has been assigned the rights and obligations relating to the Writers Club program.

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.

I have read the entirety of this Terms of Use and confirm and agree to observe any and all regulations listed here or in referenced documents.