

# Coworking Terms and Conditions

## **Acceptance of Terms:**

The Morris County Chamber of Commerce (“MCCC”) and the Morris County Economic Development Corporation (referred to hereafter collectively as “MCCC/MCEDC”) provide commercial space located at 325 Columbia Turnpike, Florham Park, NJ, 07932 (the “Building”) to be used as a Coworking space. Upon your execution of this agreement, you shall be allowed to use the MCCC/MCEDC CO Working space and Services (defined below), subject to the following Terms and Conditions (T&C). MCCC/MCEDC reserves the right to update this T&C at any time and will provide the new T&C to you.

Your application to MCCC/MCEDC does not create a tenancy or interest in the Building or real estate. Your rights are as a prepaid usage license to use the Services on a daily, monthly, or weekly basis.

## **Description of Services:**

MCCC/MCEDC may provide you with access to office space, workstations, Internet access over their public WIFI connection, office equipment, conference space, kitchen resources, printing, parking and other services (collectively, "Services"). The Services are subject to this T&C.

## **No Unlawful or Prohibited Use**

You will not use the Services for any purpose that is unlawful or prohibited by this T&C. You may not use the Services in any manner that could damage, disable, overburden, or impair any MCCC/MCEDC’s 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 MCCC/MCEDC 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, nor should you post or download files that you know or should know are illegal or that you have no rights to.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by this T&C 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.

In the event of a breach of this T&C, your use and/or participation at the MCCC/MCEDC offices and the Services may be terminated, immediately.

## **Use of services**

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

Use the Services in connection with gambling, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through MCCC/MCEDC servers.

Upload, or otherwise make available, any file 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.

Use any material or information, including MCCC/MCEDC's logo, branding or other intellectual property or any other 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 person;

Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another person.

Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.

Restrict or inhibit any other user from using and enjoying the Services.

Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules).

Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party.

Violate any applicable laws or regulations; or

Create false identity for the purpose of misleading others.

In the event of a breach of the terms and conditions of this section, your use and/or participation at the MCCC/MCEDC may be terminated, immediately.

You must maintain appropriate behavior. You must conduct yourself with common decency and respect for other coworkers and the MCCC and/or MCEDC staff, MCCC and/or MCEDC customers, and other tenants and users of the Building. You must comply with MCCC/MCEDC dress code of business casual and practice sufficient personal hygiene so as not to be offensive to the sensibility of others. Inappropriate behavior will be addressed depending on the severity of the situation and outside circumstances. Inappropriate behavior includes, but is not limited to, physical violence and harassment, verbal harassment, sexual harassment, discriminatory harassment (based on race, color, religion, national origin, sex, gender, sexual orientation, disability, age, and genetics), personal harassment, and psychological harassment. Consequences of inappropriate behavior include, but are not limited to, warnings, termination of your Coworking agreement, and/or arrest by police authorities.

**Termination:**

This T&C must be adhered to at all times. Failure to follow this T&C can result in non-renewal or early termination of the usage license. The MCCC/MCEDC reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&C. This includes non-payment or violation of the space rules. If this happens, MCCC/MCEDC will refund any amounts paid for any period after the termination after deducting any pending charges, on an appropriate basis.

### **Invoicing and Payment:**

You will be automatically invoiced in advance based on the option you have selected. Your invoice will include any variable charges such as printer fees and/or conference room fees that may have been incurred during the previous period. Payment is required at the beginning of the month for that period, at the date specified in the invoice. Payment for daily usage is paid in advance on the day of use unless other arrangements have been made with MCCC/MCEDC.

The MCCC/MCEDC reserves the right at all times to disclose any information about you in order to enforce this T&C and to the extent that MCCC/MCEDC deems necessary to satisfy any applicable law, regulation, legal process or governmental request, MCCC/MCEDC may edit, refuse to post or to remove any information or materials, in whole or in part in MCCC/MCEDC sole discretion.

### **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 MCCC/MCEDC or any employee, affiliate, (included but not limited to MCCC/MCEDC) or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of MCCC/MCEDC, any analyses, compilations, studies or other documents prepared by MCCC/MCEDC or otherwise derived in any manner from the Confidential Information that you are obliged to keep confidential or know or have reason to know should be treated as confidential.

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

- maintain all Confidential Information in strict confidence;
- not to disclose Confidential Information to any third parties;
- not to use the Confidential Information in any way directly or indirectly detrimental to MCCC/MCEDC or any participant or user of the Services.

All Confidential Information remains the sole and exclusive property of MCCC/MCEDC or the respective disclosing party. You acknowledge and agree that nothing in this T&C 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 MCCC/MCEDC or any participant or user of the Services.

### **Participation in or Use of Services:**

You acknowledge that you are participating in or using the Services of your own free will and decision. You acknowledge that MCCC/MCEDC 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.

### **Disclaimer of Warranties:**

To the maximum extent permitted by applicable law, MCCC/MCEDC 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. Also there is no warranty, duty or condition of title, 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.

**Exclusion of Incidental, Consequential and Certain Other Damages:**

To the maximum extent permitted by applicable law, in no event shall MCCC/MCEDC 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 or 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 MCCC/MCEDC, and even if MCCC/MCEDC has been advised of the possibility of such damages.

**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 MCCC/MCEDC 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 T&C your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to [\$1000.00]. 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.

**Non-Disparagement:**

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 MCCC/MCEDC, or any of MCCC/MCEDC officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

**Indemnification:**

You release, and hereby agree to indemnify, defend and hold harmless MCCC/MCEDC and MCCC/MCEDC 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 attorney fees and costs incurred by MCCC/MCEDC or its respective officers and agents in connection with the defense of such claim or lawsuit, if you are not the prevailing party.

**General Liability Release:**

In consideration of MCCC/MCEDC allowing use and occupancy the MCCC/MCEDC offices at the Building, you hereby remise, release, and forever discharge MCCC/MCEDC of and from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, may now have or ever had from the beginning of the world to this date against MCCC/MCEDC or its heirs, successors, assigns, agents, and servants you and more especially on account of your use of MCCC/MCEDC Services and any loss, injury or theft associated therewith. You acknowledge that you are aware of the risks associated with the use of MCCC/MCEDC and do hereby expressly assume and consent to the same and that you are aware that this T&C creates legally binding obligations and, that you have had the chance to review the same, prior to signing, with the attorney of your choice. This T&C shall be governed by the Laws of the State of New Jersey.

**Severability:**

In the event that any provision or portion of this T&C is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

**Insurance:**

MCCC/MCEDC carries liability and business personal property insurance. As a user, you are not required but it is strongly suggested that you carry an insurance policy to cover your own equipment and other property as well as your liability while using MCCC/MCEDC Services.

**Additional Responsibilities:**

Parking is available in the parking lot designated for the building with the exception of any reserved spaces. Bicycles are not allowed inside the Building.

The Building is a non-smoking facility. Smoking inside the Building is strictly prohibited. Drinking alcoholic beverages is not permitted within the Building. Using illegal drugs within the Building will result in expulsion from the Building and, termination of your right to use the MCCC/MCEDC Services.

When using counter space, meeting rooms or other resources or areas of or in the MCCC/MCEDC offices at the Building, you must return them to original configuration or condition or better when finished.

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Signature of Coworking user

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name