

CraftWorkTM Services Agreement

(the legal stuff)

Terms and Conditions

The services CRAFTWORK, LLC ("CRAFTWORK") provides to you are subject to the following terms and conditions ("Terms"). CRAFTWORK reserves the right to update the Terms at any time without notice to you. A membership with CRAFTWORK does not create a tenancy or provide you any rights of a tenant under California law. Rather you simply have a license to use CRAFTWORK's premises at 445 Center St., Healdsburg, CA (the "Premises") and the services and amenities provided there on a monthly or casual basis depending on the type of membership you subscribe for. Your license to use the Premises and services provided by CRAFTWORK is terminable by CRAFTWORK as provided in these Terms.

Description of Services

CRAFTWORK may provide you with access to office space, workstations, outdoor patio, Internet access, office equipment, conference space, kitchen access, knowledge resources, and other services (collectively, "Services") at the Premises. The Services remain subject to the Terms at all times.

No Unlawful or Prohibited Use

You will not use the Premises or Services for any purpose that is unlawful or prohibited by these Terms, including, without limitation, doing any of the following:

- Using the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited messages (commercial or otherwise);
- Engaging in defamation, abuse, harassment, stalking, threatening behavior or otherwise violating the legal rights (such as rights of privacy and publicity) of others;
- Publishing, posting, uploading, distributing or disseminating any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through CRAFTWORK networks.
- Uploading, or otherwise making available, a file that contain images, photographs, software or other material protected by intellectual property laws, including, without 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.
- Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Flight Rules).
- Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party.
- Create false identity for the purpose of misleading others.

You may not use the Premises or Services in any manner that could damage, disable, overburden, or impair any of CRAFTWORK's technology or use such technology in an unlawful way, or interfere, restricts or inhibits with any other CRAFTWORK member's use and enjoyment of any Services, including, without limitation, doing any of the following:

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

You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any CRAFTWORK 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.

Authority; No Conflicts

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by these Terms . 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.

Termination of Membership

These Terms, as amended from time-to-time, shall remain in effect throughout your membership with CRAFTWORK. The Terms must be strictly adhered to at all times. Failure to follow the Terms can result in non-renewal or even early termination of your membership. CRAFTWORK reserves the right to terminate any Service at any time, immediately and without notice, and for any reason whatsoever upon 30 days' notice. Further, CRAFTWORK can terminate your membership at any time, immediately and without notice, if CRAFTWORK determines that you have materially breached these Terms, the Flight Rules or any other policy or procedure it has notified you in writing. Upon termination of the Services, or any portion thereof, or your membership, CRAFTWORK will refund any amounts paid for Services following the termination date after deducting any pending charges for Services rendered, on a pro rata basis.

Members may terminate this Agreement by giving CRAFTWORK 30 day written notice of termination. Termination shall be in effect as of the end of the next calendar month, provided, however, if a termination notice is provided less than 30 days prior to the end of the calendar month, the membership shall continue to the end of the following calendar month and fees for the Service for the following calendar month shall be payable.

Invoicing and Payment

Members are automatically invoiced in advance each month based on their membership option. Members are also charged any variable fees such as additional conference time usage, printing over monthly allowance, and or other services/ provisions 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 casual usage is either paid on the day of use unless other arrangements have been made with CRAFTWORK.

CRAFTWORK reserves the right at all times to disclose any information about you or your participation in and use of the Services as CRAFTWORK deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part in CRAFTWORK sole discretion.

Confidentiality

You acknowledge and agree that during your participation in and use of the Services you may be exposed to or receive Confidential Information of CRAFTWORK. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by CRAFTWORK, its employees, managers, members, agents, or affiliates 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 CRAFTWORK, any analyses, compilations, studies or other documents prepared by CRAFTWORK or otherwise derived in any manner from the Confidential Information or that you otherwise know or have reason to know should be treated as confidential.

You acknowledge and agree that your participation in and/or use of the Services obligates you to

- Maintain all Confidential Information in strict confidence;
- Not disclose Confidential Information to any third parties;
- Not to use the Confidential Information in any way, directly or indirectly, for your or any third parties' benefit.

All Confidential Information remains the sole and exclusive property of CRAFTWORK. You acknowledge and agree that nothing in these Terms 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 trademark, patent, copyright or other intellectual property rights of CRAFTWORK 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 at your own free will and decision. You acknowledge that CRAFTWORK 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 CRAFTWORK 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: 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 CRAFTWORK or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, managers, 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 these Terms, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of CRAFTWORK and even if CRAFTWORK 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 CRAFTWORK 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 these Terms, and your exclusive remedy for all of the foregoing, shall be limited to the aggregate amount you have paid for the Services. The foregoing limitation of liability shall apply to the maximum extent permitted by applicable law, even if the limitation would result in you not fully being compensated for your actual damages.

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 CRAFTWORK or any CRAFTWORK officers, directors, members, managers, employees, personnel, agents, policies, Services or products, other than to comply with law.

Indemnification

You release, and hereby agree to indemnify, defend and save harmless CRAFTWORK and CRAFTWORK subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, managers, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses (including reasonable attorney fees), 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 these Terms, you shall be liable for any attorney fees and costs incurred by CRAFTWORK 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 these Terms is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of these Terms shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

Insurance

CRAFTWORK carries general liability and casualty insurance, however, you are hereby advised that such insurance does not cover your personal property in the event of theft, casualty or loss. As a member, you are not required to, but it is strongly suggested that you, obtain an appropriate policy of insurance to cover your own equipment while using the Premises. That policy may cover your current residence/office, as well as the premises of CRAFTWORK.

Having read and fully understood the foregoing Terms, I hereby approve and agree to be bound to the Terms

MEMBER

Signature

Date

Printed Name

MEMBERSHIP TYPE

<input type="checkbox"/>	Networker
<input type="checkbox"/>	Bohemian
<input type="checkbox"/>	NRTR

<input type="checkbox"/>	Camper
<input type="checkbox"/>	Glamper
<input type="checkbox"/>	Focuser

Location Preference	
1 st Choice	2 nd Choice
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>