

THE COMMONS TERMS OF USE AGREEMENT

By clicking the “Agree” button, the Applicant (“User”) agrees to the terms of use for space at The Commons at Tongass Federal Credit Union (“The Commons”). The terms of use allow User to occupy the designated space (The Space”) selected at The Commons for the duration identified in the Application subject to the terms of this use Agreement.

1. **Disclaimer.** Tongass Federal Credit Union (“TFCU”), as the owner (“Owner”) and operator of The Commons, makes no warranty or representation of any kind concerning the fitness or suitability of The Space for User’s intended use. User is solely responsible for determining suitability of The Space.

2. **Indemnity.** User covenants that Owner shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of User or any other person during User’s use or occupancy of The Space, unless caused by acts or omissions of Owner, and that User will indemnify, defend and save harmless Owner from all liability whatsoever, on account of any such real or claimed damage or injury, and from all liens, claims and demands arising out of User’s use of The Space and The Commons. User will be responsible for the costs of any repairs to The Space or machinery or equipment in The Commons required as a result of damaged caused by User’s use, reasonable wear and tear excepted.

3. **Terms of Use.** User may use The Space for workspace use and office purposes in connection with small business or education related purposes. Use shall be charged at the rates set out in **Schedule A**. User agrees to follow the facility use rules set out in **Schedule B**.

4. **Termination of Use.** User’s rights to use The Space shall expire when the time designated for User’s use of The Space expires. Owner may terminate User’s rights to occupy The Space prior to expiration under this Agreement for cause by reason of User’s violation of rules or failure to perform any of the obligations of this Agreement. Upon termination, User will immediately cease use of The Space. At the option of the Owner, a termination for cause may result in the User being ineligible to use The Space or other spaces at The Commons in the future.

5. **Assignment.** Neither the rights to use The Space nor any interest therein may be assigned, sublet, or transferred to any person or persons whomsoever without the prior written consent of Owner first having been obtained. Owner shall not unreasonably withhold such consent. Any such transfer or assignment will subject the transferee to the terms of this Agreement.

6. **Nonwaiver.** The failure of Owner to enforce any covenants or conditions of this Agreement after breach or default by User will not void the rights of Owner to enforce the same, or any other covenants or conditions on the occasion of any subsequent breach or default.

7. **Entire Agreement.** This Agreement, including **Schedule A** and **Schedule B**, sets forth the entire Agreement between the Parties. No oral modification of, or amendment to, this Agreement shall be effective, but this Agreement may be modified or amended by agreement signed by the Owner and User.

Schedule A



The Commons at TFCU is a community business development and resource center. The Commons and Tongass Federal Credit Union (TFCU) are here to support local entrepreneurs and small business owners with this unique and open space. Entrepreneurs, small business owners and start-ups may co-work in a comfortable, open space or rent private or semi-private workspaces when needed. Free Wednesday workshops and webinars are featured on occasion, offering valuable information for small businesses and start-ups. It is intended for use by multiple users operating in a respectful and cooperative manner.

Offices and Workspaces:

Name	Description	Hourly	Daily	Weekly*
Alder	Small semi-private workspace	\$1.50	\$12	N/A
Fir	Small semi-private workspace	\$1.50	\$12	N/A
Pine	Large semi-private workspace	\$2.00	\$15	N/A
Spruce	Medium front office	\$6.00	\$40	140
Cedar	Large back office/small conference	\$7.00	\$50	175

*5 days. Additional weekend days add \$28 per day for Spruce, \$35 for Cedar.

Office space rentals and semi-private workspaces feature high-speed internet via Wi-Fi or ethernet plug-in, privacy, comfortable seating and desks, 24 inch computer screens, options for a wireless keyboard and mouse. A copy machine is also on site, but requires users to provide their own paper. The Cedar office (#3) can be converted to a small conference space including a smart TV that may be used for presentations and meetings.

Specific semi-private space use is available for use by sign up on a first come first serve basis. Event Rentals – The Commons will be available to rent for special events by request. Please email thecommons@tongassfcu.com if you are interested.

Schedule B

RULES FOR USE OF WORKSPACES AND THE COMMONS

Users may use workspaces for lawful purposes only.

Users may not engage in businesses involving:

- Marijuana businesses;
- Gambling;
- Sale of alcohol or tobacco products;
- Pyramid schemes, chain letters and similar activity to target or overburden members of the community;
- Harassment, violation of legal rights, or actions resulting in personal injury or loss of privacy;
- Inappropriate, unlawful, or indecent material on or through The Space servers, including spamming and junk emails;
- Violation of intellectual property laws and trade secrets, including copyright or trademark infringement;
- Malware like Trojans, ransomware, spyware, and similar software with malicious intent;
- Restricting other members from using any services, causing a business interruption, or preventing their enjoyment of any services;
- Unauthorized access to computer systems and gathering of member data or confidential information;
- Violation of any applicable laws and regulations.

Conduct and Terms:

Users and their agents or invitees shall not engage in conduct which demonstrates:

- Lack of reasonable care towards User's own equipment;
- Defamatory remarks or language made towards User, Owner, or any other users of The Commons with the particular purpose of causing harm, including loss of profits;
- User shall be respectful of other users, and shall avoid excessive noise or foul language which may disturb other users;
- User shall avoid damage to The Commons. This extends to both the physical and digital space;
- User shall not engage in hacking, data theft, or anything else that damages, disables, or impairs anyone else's use of The Commons or quiet enjoyment of it;
- User shall vacate spaces they have signed up for when their time is done;
- User shall comply with the directions of the TFCU representative responsible for The Commons;
- Absolutely no alcoholic beverages are allowed on or in any portion of The Commons without the expressed written permission of the TFCU Representative;
- Absolutely no use of tobacco products is allowed in any portion of The Commons except in designated areas;
- Absolutely no weapons are allowed on or in any portion of The Commons unless required by an authorized Law Enforcement Officer;
- The User is responsible for setting up the meeting place, providing extra chairs in meeting rooms, and supplying such items as easels, bulletin boards, and other equipment;

- If chairs or tables are temporarily relocated, these items must be replaced to their original location before end of use of The Space;
- Nothing shall be affixed or attached to any part of the interior or exterior of the building without prior permission in writing from the TFCU Representative;
- User shall be responsible for all clean up following the conclusion of their use;
- All User generated trash must be removed from The Space and placed in the designated refuse area;
- The actual cost of any clean up required as a result of the User's failure to clean up shall be charged to User, and User shall accept this responsibility;
- Special Event use may last a maximum of six (6) hours in length and not past 10:00 p.m. unless expressly authorized by TFCU Representative;

Violations of rules may result in suspension of privileges in addition to any other remedies available.