



Catalyst 
connect | collaborate | cowork



Coworking Details & Membership Agreement

The Catalyst on Commerce is a cowork space that provides a stimulating, high productivity setting to drop in and work and meet with clients. It affords an atmosphere that is conducive to interaction with other like-minded entrepreneurs, sharing of ideas and networking. It is a place where you can connect, collaborate, and cowork.

It is designed for the needs of entrepreneurs and sole proprietors that work out of their home or coffee shops, early stage small businesses looking to grow, and businesses from outside the area establishing a local presence in Greater Reading.

There are different levels of cowork settings you can choose to help meet your needs. All options include access to Wi-Fi and many other amenities such as the use of conference rooms and AV equipment. The Catalyst is open from 8:00am- 5:00pm Monday thru Friday (except for Holidays the Chamber celebrates).

Shared Workspace- In the open shared workspace, you can choose to sit at a table to work, or sit comfortably in one of the lounge areas.

Cubicle- If you want a more private setting, you can choose a cubicle. This will be your exclusive cubicle and it includes locked drawers so you can leave your paperwork and supplies.

Private Office- For those who need a little more space or privacy, but like the benefits of the Catalyst, there are private offices available. These keyed offices are furnished with two desks and chairs and allow you unlimited 24/7 access to the Catalyst.

Membership options*:

<u>Cowork Space</u>	<u>Commitment</u>	<u>Monthly Membership</u>
Shared Workspace	3 month	\$175
	6 month	\$150
	1 year	\$125
Cubicles	3 month	\$300
	6 month	\$275
	1 year	\$250
Private Offices	1 year	Starting at \$675

*Membership at the Catalyst is only available to members of the Greater Reading Chamber of Commerce and Industry.

Catalyst Amenities

- WiFi
- Lounge areas
- AV equipment in conference rooms
- Conference call capabilities
- Beautiful artwork (some of it can be yours)
- Bathrooms
- Kitchen area with refrigerator, microwave and coffee
- Sodas and water (can be purchased for \$.50)
- Paper shredding
- 2 Conference rooms with table and comfortable seating for 8-12 people. Equipped with white board and AV equipment. The conference rooms can be reserved for up to two hours at a time and are on a first come, first served basis (membership at the Catalyst includes two hours of reserved use per week of use; there is a fee of \$10 per hour above that for reserved use). Conference rooms may be used without reservations if they are available.
- Lockers (free with one year membership; \$5.00 a month for 3 or 6 month membership)
- Mailing address and mail slots (available for one year membership only)
- Handicap accessible
- Free parking
- Networked color copier/ printer- access for fee as follows:

Copies and printing	Up to 90 b&w p/quarter**	Included
	Up to 30 color p/quarter**	Included
	Over 90 b&w p/quarter	\$0.10/ copy
	Over 30 color p/quarter	\$0.30/ copy
Scanning	Unlimited	Included

*Printing should be used for small projects only.

** Allotted amount of copies resets quarterly on Sept. 30, Dec. 31, March 31, and June 30.

- A lot of great people for you to connect, collaborate and cowork with.

Catalyst Member Expectations

At the Catalyst we want to ensure that all members can get the best out of the experience of the shared workspace, and enjoy a stimulating, high productivity setting. To do this, we need the help of every member, and therefore ask you to be considerate of those around you and to take care of the Catalyst.

Remember to leave the space as you find it. If you move things around, please return them to the original location. Maintaining a clean and pleasant environment will make the use of the Catalyst more enjoyable and productive.

As this is a multi-user environment, be mindful in your use and reservation of the conference rooms and other amenities to ensure that everyone can benefit from their use.

At the Catalyst you will connect, collaborate and cowork. Therefore, there is an expectation that you will collaborate where possible and draw on the help and support of others, doing so while respecting their right to get their own work done.

Noise levels:

- Keep computer volume at a low setting
- Maintain your cell phone on vibrate and take calls in a conference room or in the building's main lobby.
- If you need to talk to someone, please do so in a volume that is conducive to a one-on-one conversation.
- Impromptu discussions between three or more individuals should also be conducted away from individuals that are not partaking in the discussion.

Privacy:

- Please respect people's privacy. Seating in the shared space is a private zone for the individual who occupies the space.
- Collaboration among members is highly encouraged, but violations of privacy, personal space, virtual space, and intellectual property are strictly prohibited.

Guests

- Guests are permitted only when accompanied by a member and for the purpose of conducting business with that member.
- Guests are the responsibility of the member whom they are accompanying.
- No children are allowed.

Coworking draws in a variety of people with different backgrounds, experiences, and expertise. Enjoy and embrace these differences, and respect the people around you.

Terms of Use

1. Acceptance of Terms

The services the Chamber (Catalyst on Commerce) provides to you, the undersigned (including but not limited to use of office space), are subject to the following terms of use contained in this document. This TOU will remain valid and binding on you regardless of any changes to your membership level at the Catalyst and/or regardless of any absences from the Catalyst for any period of time. The Chamber reserves the right to update the rules of the TOU at any time. The Chamber will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Application. All notices to the user may be sent to their address shown at the end of this TOU.

2. Description of Services and Payment Terms

The Chamber will provide you with access to work space and other facilities which may include

Internet access, office equipment, conference space, knowledge resources, and other services as the Chamber may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU. Your workspace at the Catalyst on Commerce will be located in the commercial office facility operated by the Chamber known as its Center for Business Excellence located at 49 Commerce Drive, Wyomissing, PA (referred to in this TOU as the "Premises"). Your use of the workspace and the Services under this Agreement includes the use of a single parking space in the parking facilities available to the Premises, on the same terms and conditions as those applicable to the Chamber. In addition, you may utilize visitor parking for your guests.

The Catalyst will be closed on the Holidays the Chamber is closed, which are New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

All payments for the Services are due and payable from you in full in advance. Costs will be prorated by the Chamber where Services begin after the first of any month. You will not be permitted access to the Catalyst or its Services if your account is past due. You will automatically be charged any bank fees imposed on the Chamber, plus a processing fee of \$15, for any returned payment item due to closed accounts, insufficient funds, etc.

3. No Unlawful or Prohibited Use

As a condition of your membership the Catalyst, you will not use the Catalyst for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Catalyst in any manner that could damage, disable, overburden, or impair the Chamber server, or the network(s) connected to any Chamber server, or interfere with any other member's use. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Chamber 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. You 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. You will be liable to the Chamber for any damages or harm suffered by the Chamber as a result of your violation of this section.

4. Use of services

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

- A. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
- B. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- C. Publish post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through the Chamber;
- D. Upload, 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 limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights there to or have received all necessary consent to do the same;

- E. 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;
- F. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- G. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- H. Restrict or inhibit any other user from using and enjoying the Services;
- I. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- J. Violate any applicable laws or regulations;
- K. Create a false identity for the purpose of misleading others;
- L. Engage in argumentative, rude, impolite, or other objectionable behavior;
- M. Have an account that has a past due balance; and/or
- N. Violate any code of conduct or other guidelines which may be applicable for any applicable Service

5. Disclosure

The Chamber reserves the right at all times to disclose any information about you, your participation in and use of the Services as the Chamber 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 the Catalyst's sole discretion. You will indemnify the Chamber for any costs it incurs in responding to any lawful subpoena, process, or order seeking access to your information, whether written in electronic form.

6. Confidentiality

- A. 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 the Chamber, 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, know-how, 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 the Chamber. Any analyses, compilations, studies or other documents prepared by the Chamber or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.
- B. Your participation at the Catalyst obligates you to:
 - I. Maintain all confidential information in strict confidentiality.
 - II. Not to disclose confidential information to any third parties.

- III. Not to use the confidential information in any way directly or indirectly detrimental to the Chamber, or any participant or user of the services.
- C. All Confidential Information remains the sole and exclusive property of the Chamber, or the respective disclosing party. You acknowledge and agree that nothing in this agreement or your participation or use of the Catalyst 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 the Chamber or any member or user of the Services.

7. Participation In or Use of Services

You acknowledge that you are participating at your own free will and decision. You acknowledge that the Chamber does not have any liability with respect to your access, participation in, use of, or any loss of information resulting from such participation or use.

The Chamber reserves the right to charge members for meeting room time, printing, phone use, and other services, at our sole discretion, which is in addition to the monthly membership fee. Access fobs to the Catalyst and building are not transferable and shall not be lent out at any time to any one for any reason. Lending of access fobs will result in termination. If your access fob is misplaced or stolen, you must notify staff immediately. Replacement of lost fobs has a fee of \$25 to be paid prior to issue of the replacement.

8. Disclaimer of Warranties

To the maximum extent permitted by applicable law, the Chamber 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, 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, and 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. The Chamber disclaims any warranty regarding the performance or reliability of its IT systems.

9. Exclusion of Incidental, Consequential and Certain Other Damages

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

10. Limitation of Liability and Remedies

You recognize that the Internet consists of multiple participating networks that are separately owned and not subject to the control of the Chamber. You agree that the Chamber shall not be liable for damages incurred or sums paid when the Services are temporarily or permanently unavailable due to malfunction of, or cessation of, Internet services by network or Internet service providers, or for transmission errors in, corruption of, or the security of your information carried on such networks or Internet service providers. The Chamber shall have no liability hereunder for damages incurred or sums paid due to fault by you or any third party, or by any harmful components (such as computer viruses, worms, computer sabotage, and 'denial of service' attacks). The Chamber is not liable for any breach of security on your computer or network. You agree that it will not hold the Chamber responsible for any selection or retention of, or the actions or omissions of, third parties in connection the services (including those with whom the Chamber may contract to operate the Service), or hold a third party responsible for any selection or retention of, or the acts or omissions of, Chamber in connection with the Service. Without limiting the foregoing, you agree that you will not hold the Chamber responsible for (a) third party claims against you for damages, (b) loss of or damage to your records or data or those of any third party, (c) loss or damages to you associated with the inoperability of your equipment or applications with any component of the Service, or (d) failure of Chamber equipment. You agree to make all claims related to the Service directly against the Chamber, and waive any right to recover damages (directly or by indemnity) related to the Service by claiming against or through a third party to this TOU.

Neither the Chamber nor anyone else involved in creating, producing, delivering (including suspending or discontinuing the Service) or supporting the Service shall be liable to you, any representative, or any third party for any indirect, incidental, special, punitive or consequential damages arising out of the Service or inability to use the Service, including, without limitation, lost revenue, lost profits, loss of technology, rights or services, even if advised of the possibility of such damages, whether under theory of contract or tort (including negligence, strict liability or otherwise). In any event and under all circumstances the Chamber shall not be liable to you on any basis for a sum exceeding the monthly membership fees you have paid the Chamber.

11. Termination

The Chamber reserves the right to end any membership at any time, immediately and without notice, if you fail to abide with the TOU, such failure of compliance being determined by the Chamber in its sole discretion. The Chamber also reserves the right to terminate the membership without cause with a membership fee adjustment calculated on a pro-rata basis on 30 days notice.

12. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless the Chamber and the Chamber'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, judgments, fines and penalties based upon or arising out of (i) your non-compliance with your obligations under this TOU, (ii) any and all claims by any of your customers or other third parties in connection with your use of the Services, or (iii) 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 attorneys' fees and costs incurred by the Chamber or its respective officers and agents in connection with the defense of such claim or lawsuit.

13. 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.

14. Insurance.

The Chamber will carry General Liability insurance ensuring its interests. As a user, it is strongly suggested that you carry your own insurance to cover your own casualty losses to your property while using our space and Services. The Chamber shall not be liable for the disappearance, loss or theft of, or damage to your personal property, including your computer, cellular phone, money, or jewelry, or for any damage to the property or person of any officers, employees, agent, invitees or guest.

15. Use of Photographic Likeness.

By signing this TOU, you grant the Chamber the right to use your photographic likeness for promotional purposes, including, without limitation, for online usage and marketing materials.

16. Utilities

The Chamber shall be responsible for the payment of all utilities including internet, water, sewer, electric and heat.

17. Damage or destruction of premises

If the Catalyst is damaged or partially destroyed by fire, casualty or other causes not resulting from your neglect or fault, during the term of this agreement, the Chamber shall promptly repair them within ninety (90) days from the date of damage or partial destruction. The monthly dues will be reduced proportionately to the extent to which damage and repair operations interfere with your conducting of business. If the repairs cannot be made within (90) days from the date damage occurs, then either party shall have the option to terminate the agreement as of the date the premises was damaged or destroyed, by written notice to the other party.

18. Liability Insurance

Unless this requirement is waived in writing by the Chamber, you shall procure and maintain in full force, at your expense, public liability insurance which shall be adequate to protect against general liability for damage claims including those for public use of premises, in a minimum amount of \$1,000,000.00. The Chamber shall be an additional named insured in the policy and you shall furnish the Chamber a Certificate of Insurance evidencing the same.

19. License for Use of Office.

This TOU grants to you a license to exclusively utilize a private office assigned to you on the Premises, provided such usage is in accordance with the terms of this TOU. Your license to utilize the private office shall continue while the TOU remains in effect and is limited to use by you and only for the purposes permitted by this TOU. You may not assign the license, any purported assignment shall be void and the license is not assignable by operation of law without the prior written consent of an officer of the Chamber. You agree that upon the termination of this TOU for any reason, the Chamber may immediately prevent you from accessing the private office, the Services and the Premises; provided, however, that the Chamber will make arrangements with you for you to retrieve your personal property located in the private office, during regular business hours. The Chamber expressly reserves the right to enter the private office at reasonable hours to make inspections and repairs, to exhibit the premises to prospective members, purchasers or others, and to perform any acts related to the safety, protection, preservation and sale of the Premises. You are not permitted to make any alterations to the private office or any portion of the Premises, or their contents, nor to affix any signs, without the prior written consent of the Chamber.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.

Signature: _____ **Date:** _____

Name (Printed): _____

Address: _____

Business Name: _____

All memberships start on the first of the month. The fee for the membership for the term shall be \$_____ per month beginning on _____, 20__ and on the first day of each month thereafter. If you request to start before the 1st of the month, there will be a prorated fee for those days, and the term of the commitment will start the 1st of the following month. If you choose to not renew for another term we need your intent in writing 60 days prior to your last month.

Prorated Fee is \$ _____

Payment

Monthly fees will be deducted from a credit card (AMEX, Discover, MC, VISA) on the first day of each month.

Credit Card #: _____ **Exp** ____/____

Name on Card: _____

I agree to have the monthly fee and any copier fees incurred to be deducted from the above credit card.

Signature: _____