



## Coworking and Lease Space: Overview of Features

The Institute for Nonprofit Innovation and Excellence (INIE) seeks to provide a shared workspace and amenities for location independent workers in the nonprofit community to collaborate with other professionals, share experiences, expertise and extended networks.

### All Coworking usage includes:

- Access to coworking space during normal operating hours (8am-5pm, Monday - Friday, excluding holidays and scheduled building closures)
- Access to high-speed wired and wireless internet, utilities, and janitorial service
- Use of kitchen (microwave, refrigerator, sink, cabinets), designated restrooms, and meeting rooms on a reservation basis.
- Access to copier/printer and fax machine (additional copies and color copies billed separately)
- **NOTE:** Coworking does not include using the building’s address for mail receipt purposes, nor does it include issuance of key fob for after-hours security access. For these features, please contact TCC about available office space in the building.

Options	Dedicated Desk/File Cabinet	Access	Meeting Room(s)	Copier/Printer Fax	Parking Space	Occupancy Fee**
<b>Premium Coworking</b> (enclosed space)	Yes	<5 days/ week	<10 hours/ month	Yes (500 b/w pgs/mo free)	Yes	<i>See below</i>
<b>Standard Coworking</b> (open space)	No	<3 days/ week	<5 hours/ month	Yes (100 b/w pgs/mo free)	No	\$200/mo. \$115 (member rate)
<b>Drop-in Day Pass</b> (open space)	No	9am-4pm*	N/A	N/A	N/A	\$20/day FREE, up to 4 days/mo (member rate)

\*Contact us in advance for availability at [officemanager@myinie.org](mailto:officemanager@myinie.org) or 850-201-9766.

\*\*Subject to sales tax for for-profit organizations.

### Premium Coworking Space

- Office 305 (11' x 14') - \$600/month (minimum 3 mos)
- Office 306 (11' x 11') - \$525/month (minimum 3 mos)
- Office 307 (11' x 12') - \$550/month (minimum 3 mos)



## Coworking or Lease Application

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Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Position: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Web Address: \_\_\_\_\_

Business Type (sole proprietorship or corporate status): \_\_\_\_\_

Company Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Which Coworking arrangement are you interested in (refer to page 1)?**

- Drop-in Day Pass (\$20/day, Free for INIE members)
- Standard Coworking (\$200/month, \$115 for INIE members)
- Premium Coworking
  - Office 305 (11' x 14') - \$600/month (minimum 3 mos)
  - Office 306 (11' x 11') - \$525/month (minimum 3 mos)
  - Office 307 (11' x 12') - \$550/month (minimum 3 mos)

How long do you plan to use the Coworking space? \_\_\_\_\_

When would you like to start co-working? Date: \_\_\_\_\_

**3 References (please provide name, phone #, and email):**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_



## Coworking or Lease: Terms of Use Agreement

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The following Terms of Use may be somewhat lengthy, but we want to be careful to ensure that everyone is properly protected. Please feel free to contact us at [officemanager@myinie.org](mailto:officemanager@myinie.org) or 850-201-9766 with any questions regarding these terms.

### 1. Acceptance of Terms.

- a. The terms of this Agreement shall govern the relationship of the parties and use of the real property, building and improvements (collectively, the "Building" and/or "Premises") leased and/or operated by the INSTITUTE FOR NONPROFIT INNOVATION AND EXCELLENCE, INC. ("INIE"), provided to you, the undersigned, as set forth more fully and defined by the Services (including, but not limited to, use of certain coworking or work space on the third floor of the Tallahassee Community College (TCC) Center for Innovation located at 300 W Pensacola St, Tallahassee, Florida 32301, access to Internet, etc.), all of which shall be subject to the these Terms of Use ("TOU").
- b. INIE reserves the right to modify and/or update the TOU (as well as the Housekeeping Rules referenced below), at any time, without prior notice to you.
- c. This Agreement is the commercial equivalent of an agreement for accommodation(s). The whole of the Premises shall remain in INIE's possession and control. YOU ACCEPT THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN YOUR FAVOR WITH RESPECT TO THE ACCOMMODATION(S). INIE EXTENDS TO YOU THE RIGHT TO SHARE WITH INIE AND OTHER MEMBERS/OCCUPANTS/GUESTS/INVITEES THE USE OF THE SUBJECT PREMISES ON THESE TERMS AND CONDITIONS, as supplemented by the Housekeeping Rules, so that INIE can provide the Services to its members.

### 2. Description of Services/Occupancy Fees.

- a. INIE may provide you with access to coworking space/work stations/offices, Internet access, office equipment, conference space, knowledge resources, and other services as INIE may provide from time to time, pursuant to this agreement (collectively, "Services"). The Services at all times are subject to the TOU and the Housekeeping Rules referenced below. INIE reserves the right to change, increase, reduce or otherwise modify the Services that it makes available from time to time, in its sole discretion.
- b. Due Date: All occupancy fees (excluding drop-in fees) are due and payable on the first day of each calendar month. First month fees may be prorated for later start dates. Drop-in fees are due and payable upon entry to the space.
- c. Invoices: INIE may send all invoices electronically (where allowed by law). However, the payment due date is independent of invoice date. If you dispute any part of an invoice, you must still pay the amount not in dispute by the due date or be subject to late fees.
- d. Payment: Payments can be made by debit/credit card or check made payable to "Institute for Nonprofit Innovation and Excellence"
- e. Late payment: INIE reserves the right to charge a \$25.00 late fee if payments are not received on time, or no later than the 5th day of the month. INIE also reserves the right to withhold Services from any coworking individual or group for failure to pay before the 10th of each month; in such instances, use of INIE's space (coworking and conference rooms) shall not be allowed until all debts have been paid.\
- f. Taxes and duty charges: You agree to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which INIE is required to pay to any governmental authority (and, at INIE's request, will provide to INIE evidence of such payment) and (ii) any taxes paid by INIE to any governmental authority that are



attributable to the accommodation(s), including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.

- g. Insufficient Funds: You will pay all fees charged to INIE for any returned check or any other declined payments due to insufficient funds. In addition to all incurred fees, you will pay a INIE a \$25 penalty fee. Your continued use of the space will be determined by INIE.
- h. Discounts, Promotions and Offers: If you benefited from a special discount, promotion or offer, INIE may discontinue that discount, promotion or offer without notice if you breach these terms and conditions, or fall behind on membership fees.

### **3. 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 that could damage, disable, overburden, or impair any INIE server, or the network(s) connected to any INIE 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 INIE 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 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.

### **4. Use of Services.**

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

- a. Use the Services in connection with running 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 INIE Services;
- 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 thereto 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, cancelbots, 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. Violate any code of conduct of other guidelines, which may be applicable for any particular Service (including the Building Rules for the TCC Innovation Center);
- j. Harvest or otherwise collect information about other users, including email addresses, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations;
- l. Create a false identity for the purpose of misleading others.
- m. Obstruct any entranceway, create any circumstances of disrepair or damage any INIE property or the Premises;
- n. Bring any pets onto INIE premises, unless you have a specific need for medical assistance or have written approval from INIE and TCC. Approval must be acquired by you and given in writing from both agencies;
- o. Use cellular phones or other communication devices in a manner that will be disruptive to other members. In the interests of maintaining a peaceful environment, INIE requires that all members, guests, and visitors turn their phones to vibrate while in the Premises. We also ask that you use a vacant meeting room or outside space for calls longer than three (3) minutes.

## **5. INIE Disclosures**

INIE reserves the right at all times to disclose any information about you, your participation in and use of the Services as INIE 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 INIE's sole discretion.

## **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 INIE or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature.
- b. 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 INIE, any analyses, compilations, studies or other documents prepared by INIE 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.
- c. Your participation in and/or use of the Services obligates you to
  - i. maintain all Confidential Information in strict confidence;
  - 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 INIE or any participant or user of the Services.
- d. All Confidential Information remains the sole and exclusive property of INIE or the respective disclosing party. You acknowledge and agree that nothing in this TOU 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 INIE, or any participant or user of the Services.



## **7. 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 INIE 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.

## **8. Disclaimer of Warranties.**

To the maximum extent permitted by applicable law, INIE 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, 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.

## **9. Exclusion of Incidental, Consequential and Certain Other Damages.**

To the maximum extent permitted by applicable law, in no event shall INIE 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 INIE, and even if INIE has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

## **10. 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 INIE 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 ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

## **11. Termination.**

- a. INIE reserves the right to terminate any Service at any time. INIE further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU or Housekeeping Rules.
- b. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THE SERVICES PROVIDED BY INIE NOR THIS AGREEMENT SHALL IN ANY MANNER CONSTITUTE A LANDLORD/TENANT RELATIONSHIP, AND INIE MAY IMMEDIATELY TERMINATE THE SERVICES, RESTRICT AND/OR TERMINATE YOUR ABILITY TO UTILIZE INIE AND BE ON THE PREMISES, FOR ANY REASON AT ANY TIME, IN ITS SOLE DISCRETION.



- c. Upon termination, you agree to immediately remove any and all of your personal property from the Premises, and will leave the accommodation(s) in the same condition as it was when you took possession thereof. INIE reserves the right to charge additional fees if necessary to restore the accommodation(s) due to necessary cleaning and/or repairs above or beyond normal wear and tear. If you or any of your partners, team members, affiliates or associates leaves any property on the Premises for more than ten (10) days, INIE may dispose of it in any way that INIE chooses, without liability and without owing any responsibility for it or any proceeds of sale. With respect to the foregoing, it is expressly agreed and understood that Florida Statutes and other applicable laws related to abandoned property shall not apply.

## **12. Non-Disparagement.**

You shall, during and after the participation in and use of the Services and the term of this TOU, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding INIE or any of INIE's officers, directors, shareholders, members, employees, personnel, agents, attorneys, policies, services or products, other than to comply with applicable law.

## **13. Indemnification.**

You release, and hereby agree to indemnify, defend and save harmless INIE and INIE'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 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 INIE or its respective officers and agents in connection with the defense of such claim or lawsuit.

## **14. Insurance.**

As required by Tallahassee Community College (the owner of building located at 300 W Pensacola St, Tallahassee, FL 32301), INIE is covered by Liability and Business Personal Property insurance. Coworking individuals and groups are not required to carry separate insurance, but it is strongly suggested that coworking users carry an insurance policy to cover their own equipment and personal property while using INIE's space and these services.

## **15. 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.

## **16. Miscellaneous.**

- a. Entire Agreement: This TOU, the Coworking Agreement, and Housekeeping Rules constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.
- b. Waivers: No waiver shall be binding on INIE unless executed in writing by an authorized representative of INIE.
- c. Successors and Assigns: This TOU and Housekeeping Rules shall be binding on your heirs, legal representative, successors and assigns.



- d. No Assignment: In no event may you assign in whole or in part your membership or use of the Services, without the advance written consent of INIE.
- e. Notice: All notices, requests, demands or other communications for which this TOU and Housekeeping Rules provides, shall be in writing and shall be addressed to the parties as follows:
  - **If to INIE:** Attn: Felina Martin, Executive Director, 300 W Pensacola St, Tallahassee, FL 32301.
  - **If to you:** At the address set forth on page 2 of the Coworking Agreement, or such other address as any party may designate in writing.
- f. Attorney's Fees: If INIE shall bring any action for any relief against you arising out of this TOU and Housekeeping Rules, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.
- g. Governing Law: The rights and obligations of hereunder shall be governed by, and this TOU and Housekeeping Rules shall be construed and enforced in accordance with, the laws of the State of Florida. Venue for the resolution of any dispute arising out of this TOU and Housekeeping Rules shall be Leon County, Tallahassee, Florida.
- h. Modification: INIE may in its sole discretion, upon written notice, change the Terms of Use and Housekeeping Rules.

**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.**

**Institute for Nonprofit Innovation and Excellence**

**Institute for Nonprofit Innovation and Excellence**

**“You”**

By: \_\_\_\_\_

By: \_\_\_\_\_

M. Felina Martin, Executive Director \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Co-Working: Housekeeping Rules

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### Overview

In general, conference rooms are for getting down to business with revenue producing clients, offices are appropriate for teams of two or more, and the main co-working space is for focused individual work or quiet work with a partner. Nooks are for impromptu meetings, a change of scenery, or small and quiet meetings.

### Co-working

- a. Common co-working space is for individuals that are working by themselves or quietly with one partner. If your team grows (and we hope it does) to three or more, it is time to consider an office.
- b. In general, keep these things in mind when in the co-working area:
  - a. Please take phone calls lasting more than a brief minute or two to an enclosed area. Speakerphones are never allowed at INIE, except when in a conference room or within a private office.
  - b. Please occupy only one spot at a time in common areas. Taking up multiple spots limits the space available to your fellow co-workers.
  - c. Feel free to leave your things in the common areas (however, INIE and its staff take no responsibility for these items). But if you'll be gone for longer than an hour, please pack your stuff up so your spot is available to for another member.
- c. We cannot allow dogs or pets (except service animals) at INIE unless they are quiet and non-aggressive. Animals must be approved by staff. INIE reserves the right to ask you to cease bringing your pet should it become a noise or safety issue.

### Conference/Meeting Rooms

Access to conference/meeting rooms is one of the core benefits of INIE membership. Please observe the following guidelines regarding conference rooms:

- a. If you want to use a conference/meeting room, you must reserve it. Please do not camp out or use the conference/meeting rooms for regular business outside of a meeting, presentation, or brainstorming session. When space conflicts arise, reservations trump any and all unscheduled use.
- b. You may not re-sell or donate your conference room time to non-members or outside groups. Conference/meeting space is limited and reserved for business-related use by members.
- c. Please clean up after using a conference room. If you rearrange the furniture in the conference/meeting room, we expect that you will return it to the original set-up when you're finished. Please do not remove dry erase markers and other accessories from the conference/meeting room.

### General Community Guidelines

- a. We encourage INIE members to make connections, collaborate, share ideas, provide advice, and help each other grow. But members may not spend their days aggressively soliciting other members. It disrupts the environment and may result in discontinuation of your co-working arrangement.



- b. Use of INIE and its related resources are limited to approved members. Non-members may use INIE space on a cost-basis, as approved. Members are absolutely accountable for the conduct of their guests, including disruptions and damages.
- c. We expect members to keep the kitchen and all common areas clean. Please hand-wash your dishes and dry them in the dish rack. Please also wash your guests' dishes and clean up any and all trash that you generate. When in doubt consider the following mindset: Do not simply leave things the way you find them; leave them better!
- d. At the end of each day, please leave your space neat and tidy. Deposit all trash in one of INIE's many receptacles. We also encourage recycling.
- e. Voices tend to carry in our space, so please be courteous and considerate when it comes to noise levels. Please move any extended conversations and meetings to an appropriate meeting space.
- f. We expect members to be mindful of security at all times. Never leave through exit door unless in the event of an emergency, and never leave exterior doors propped open. Also bear in mind that INIE is first and foremost a place of business. So living or taking up overnight residence in the space is never an option.
- g. INIE is a smoke-free and drug-free facility. Use of tobacco or drug products on the premises could result in immediate forfeiture of privileges.

I agree to these INIE Housekeeping Rules. Most importantly, I agree to take pride and ownership in the INIE Co-working community!

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(Your Name)

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(Signature)

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(Date)