



Membership Agreement

Cowork Frederick, a DBA under Ferguson Holdings, LLC, was created to foster and support a coworking community in Frederick, MD. We provide members with access to desks (tables), chairs, printers, the Internet, and space to work. In exchange, we charge a monthly fee based on level of usage. By joining Cowork Frederick, you agree to abide by rules aimed at helping members and guests work together better and at keeping Cowork Frederick around a while. Generally, you agree to take care of the space, yourself and others.

Specifically, you agree to:

1. **Behave nicely, treat others the way you'd like to be treated** or, if that metric doesn't work, listen and adjust your behavior if others let you know you're not being nice. If you don't, you will be asked to shape up within 30 days and, if you don't do that, you will be asked to leave. We realize that might sound harsh, but we must protect the well-being of the overall community.
2. **Believe in yourself, believe in others, and in the power of coworking.** And, let it show. Do your part in promoting a positive, productive, pleasant experience at Cowork Frederick. Be supportive of Cowork Frederick and your fellow members so we can all be more successful.
3. **Work hard, have fun, and participate.** The thing that makes Cowork Frederick more than just a place to work is the community. In case you haven't figured this out yet, that's YOU. You have the power to make that community something really great. Use it.
4. **Be a good social and environmental citizen of the world – or at least of Cowork Frederick.** Recycle. Don't be wasteful with resources. That means don't leave water running, turn out lights when you leave a room, print on both sides of paper, etc. – common sense stuff most of us have heard all our lives. In that spirit, regarding air temperature, we need to strike a balance between individual member preferences and also our goal to run a "green" business. In cooler months we will heat the building, but not to the point most would opt for shorts and sandals. You might even want a sweater. We run the A/C in warm months, but have no plans to turn Cowork Frederick into an ice house (translation: no sweater).
5. **Keep your use of the space consistent with your membership level.** You have access to Cowork Frederick some number of days per week based on your membership level. We track attendance, but not to shoo you out if you accidentally show up an extra day. Like most things, we ask you to act responsibly and do what's right. If you don't, we'll be having a conversation. Remember, we offer Day Passes if you need an extra day. Conversely, we don't owe you if you don't use all the days you could in a month. Information on membership levels, subject to change, is available on the Cowork Frederick website.
6. **Pay your bills.** You agree to pay your monthly membership fee in a timely manner. We will set up an automated monthly payment. If we notify you that your payment did not post for any reason, you will promptly (within 2 days) rectify the situation and make payment.
7. **Give 30 days' notice of membership termination.** All memberships are renewed on a month-to-month basis at their current level unless we are notified of a desire to change that. Members can change their membership level at any time, but must provide a minimum of 30 days' notice to terminate membership and must pay membership fees through the date of membership termination.
8. **Not reside at Cowork Frederick.** Yes, we really do have to say it. Tempting as it might be, with amenities such as a sofa, shower, and refrigerator, you cannot make 122 E Patrick Street your home. Cowork Frederick is for business use only.
9. **Be accountable for your own actions.** Should any action or inaction on your part harm or cause damage, you agree to own up to it and cover any related costs.

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10. **Shepherd, supervise, and otherwise look after your guests.** If you bring guests, students, participants – any label you apply – if you in any way for any means bring a person or persons into Cowork Frederick, they are your responsibility. It's your job to make sure they follow the rules and generally behave themselves.
11. **Avoid using Cowork Frederick or its stuff in connection with bad, annoying or otherwise not-OK things** like:
 - a. Pyramid schemes, chain letters, junk email, spamming or similarly annoying behavior
 - b. Defaming, abusing, harassing, threatening others
 - c. Posting, distributing or disseminating inappropriate, profane, defamatory, obscene, indecent, or unlawful materials or information
 - d. Uploading or using files that contain viruses, malware, or similar software or programs that may damage the Cowork Frederick network, member computers or property
12. **Mind your own business.** We coworkers work in close proximity to others. Keeping your information or that of our customers private is up to you. On the flip side, you agree to not inappropriately share, reproduce, or use information or materials conveyed to you, that you overhear, or just happen to see.
13. **Protect your interests and stuff.** We have insurance for Cowork Frederick. We recommend you also have insurance, appropriate to your business, to cover liability, loss, theft, damage and the like. Our insurance does not protect you or your business. Also, if you bring (and possibly leave) your bicycle, computer, coffee mug, food, paperwork, or anything else to Cowork Frederick, it's your job to secure it.
14. **Do your part to keep Cowork Frederick safe.** Don't do foolish and dangerous things like play with matches, run with scissors, or do chemistry experiments with cleaning solutions in the break room. Wash your hands. Throw away food that has gone bad. Put dirty dishes in the dishwasher. Clean up spills. Let us know if a light bulb is out, a door or window is not latching properly, or you see anything at all that needs repair.
15. **Consume alcohol, food, or anything else you choose responsibly and at your own risk.** Cowork Frederick, Glen Ferguson, Julia Ferguson, and/or Ferguson Holdings LLC – none of those – is in the business of serving food or drink. If such exists and you choose to partake, you do so at your own discretion and risk. Call a cab if you are not well and it would be unsafe to drive. Cowork Frederick, its members, Glen Ferguson, Julia Ferguson, and/or Ferguson Holdings LLC have no liability for illness, accidents, or any bad thing that results from your consumption of any substance of any kind.
16. **Obey the law.** You agree not to use Cowork Frederick for any purpose that is unlawful, prohibited or otherwise frowned upon by society, including doing anything that would damage, disable, or impair any property of Cowork Frederick or its members or, worse, the members themselves. This also means you won't try to access property or systems of others, or attempt to obtain information or materials not intentionally made available to all Cowork Frederick members. If you break the law or do any of the aforementioned bad things, you're out. No 30 days' notice, your membership and any future access under any circumstance will be gone immediately.
17. **Acknowledge these rules might change.** Like so many things, Cowork Frederick will evolve and change over time (largely from input of members). With that may come changes in these rules, which, of course, will be put into writing and sent to you. We'll also post the current version of this agreement on our website (coworkfrederick.com). By signing this document, you agree to remain familiar with and abide by all current (possibly updated) rules.



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Cowork Frederick provides use of its space and equipment as a service and not as a lease of real property and disclaims all warranties and conditions, whether express, implied or statutory, including but not limited to merchantability or fitness for a particular purpose or use. We hate to have to say it, but we do: the entire risk as to the quality arising out of participation in or the use of the services, remains with you.

Cowork Frederick reserves the right at all times to disclose any information about you, your participation in and use of the services Cowork Frederick provides we deem necessary to satisfy any applicable law, regulation, legal process or governmental request. We may also publish information about you and/or your business, including but not limited to, your name, company name, industry, title, and URL. We may also edit, refuse to post or to remove any information or materials, in whole or in part from our various websites or our premises. This will all be done at Cowork Frederick's sole discretion.

Cowork Frederick reserves the right to terminate any service at any time. Cowork Frederick further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with this agreement.

By signing this agreement, you represent that you have the authority to do so and that you are not violating any agreement you have with any other party. You also understand and agree that, while membership in Cowork Frederick has many benefits, it does not empower you to make binding representations or agreements on behalf of Glen or Julia Ferguson, Ferguson Holdings LLC, Cowork Frederick or any of its members.

Oh, and, this is all legal in the State of MD.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this agreement and further agree to be bound it.

Signature

Member Name (printed)

Date