

Civic Trust House Hotdesking Agreement for Business hours users

Agreement between the **Management Committee of Civic Trust House** and **NAME** , from
START DATE until End DATE

HOUSE RULES

By entering into this agreement, you confirm that you have read the 'House Rules' documents and agree to be bound by these rules at all times.

You acknowledge that these rules may be modified by the building's management committee. In such event, you will be notified of any changes.

HEALTH & SAFETY

By entering into this agreement, you confirm that you have been given a copy of and understand the Emergency Procedures, and that you have read the Civic Trust House Health & Safety Policy and agree to be bound by these rules at all times.

You acknowledge that the Emergency Procedures and Health & Safety Policy may be modified by the building's management committee. In such event, you will be notified of any changes.

NON-TRANSFERABLE

The rights under this agreement cannot be transferred to a third party.

UNLAWFUL OR PROHIBITED USE

As a condition of your use of the facilities at Civic Trust House, you will not use the facilities for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the facilities in any manner that could damage, disable, overburden, or impair any Civic Trust House server, or the network(s) connected to any Civic Trust House server, or interfere with any other party's use and enjoyment of the house facilities. You may not attempt to gain unauthorized access to any facilities, or accounts, computer systems or networks connected to any Arts @ Civic Trust House server or through hacking, password mining or any other means.

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 agreement 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.

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 Arts @ Civic Trust House, 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 Arts @ Civic Trust House, any analyses, compilations, studies or other documents prepared by Arts @ Civic Trust House 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 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 Arts @ Civic Trust House, or any participant or user of the Services.

c.) All Confidential Information remains the sole and exclusive property of Arts @ Civic Trust House or the respective disclosing party. You acknowledge and agree that nothing in this agreement 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 Arts @ Civic Trust House, or any participant or user of the Services.

TERMINATION

Arts @ Civic Trust House reserves the right to terminate any Service at any time. Arts @ Civic Trust House 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 or the 'House Rules'.

SEVERABILITY

In the event that any provision or portion of this agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this agreement

shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

INSURANCE

Arts @ Civic Trust House will carry Public Liability insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of Civic Trust House.

DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, Arts @ Civic Trust House 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.

INDEMNIFICATION

You release, and hereby agree to indemnify, defend and save harmless Arts @ Civic Trust House, its 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 legal fees and costs incurred by Arts @ Civic Trust House or its respective officers and agents in connection with the defense of such claim or lawsuit.

MAIL SERVICES

Upon conclusion of this agreement, you must redirect your mail or purchase an annual mailing service from Arts @ Civic Trust House. If you fail to make such an arrangement, from 3 weeks after the conclusion of this agreement all mail will be either returned to the sender or binned.

Signed:

Signed on behalf of the Management Committee of Civic Trust House:
