



## UPTOWN WORKS MEETING SERVICES AGREEMENT

### **SECTION 1: OVERVIEW**

Uptown Works offers a unique, shared workspace for location-independent workers and businesses. Our purpose is to create a professional hub and community in uptown Somerset, where creativity, hard-work, and collaboration can thrive and support local commerce. We are more than just a business center. The people and businesses at Uptown Works aren't renters, they are members, and they enjoy unique access and privileges. Our members are part of a collaborative network and through our work, we make positive contributions to society and the Somerset community.

### **SECTION 2: MEETING SERVICES**

Members and non-members can reserve space at Uptown Works to hold meetings and events. Members receive preferred pricing for reservations and services.

#### **BASIC MEETING SERVICES/EVENT RENTAL**

Members and non-members can expect the following amenities when they reserve a meeting room:

- Tidy, well-equipped meeting room with seating\*
- Guest Wi-Fi access
- Mobile whiteboard
- Mobile projector and screen
- Paper flip chart
- Telephone and video conferencing equipment (*in designated meeting rooms*)
- Basic meeting supplies (*post-its, pens, board markers*)
- Access to kitchenette

#### **ADDITIONAL SERVICES**

For an additional fee, members and non-members may purchase:

- Room set up and clean up (*trash removal, mopping, cleaning desk*)\*
- Mobile projector and screen
- In room coffee/ tea/water (*Members \$1/person & Non-Members \$2/person*)
- Catering services\*\* (*we will order, receive and set up catering from local restaurants*)
- Additional flip charts, guest notepads and other non-standard equipment or supplies
- Meeting coordination services (*professional support to plan your meeting or event*)
- Meeting facilitation services (*support to run your meeting or event, including presentation development, notetaking, and outcome reports*)
- Printing: \$0.05 per black and white page, and \$0.15 per color page

\* Members and guests are expected to set up and clean up the meeting room. If additional desks, chairs, etc. are required this is the responsibility of the member or guest. Post meeting, you must throw away all garbage and remove all meeting supplies. For a fee, we will set up your meeting room in your desired configuration and clean up post meeting. *A clean-up fee will be charged if the room is not left tidy and no setup/cleanup services were ordered.*

\*\*Members and guests may order their own catering for their meeting, but will be responsible for all the arrangements, including meeting the delivery person at the door and setting up the food.

## DEPOSITS

Meeting reservations and packages exceeding 1 business day or \$75 require a deposit, according to the schedule below:

Package Cost	Deposit	Cancellation Terms (based on calendar days notice)			
		30+ days	15-29 days	2-14 days	<48 hours
\$75-\$250	\$25	Full refund	Full refund	50% refund	No refund
\$251-\$500	\$50	Full refund	75% refund	50% refund	No refund
\$501+	\$75	Full refund	50% refund	25% refund	No refund

## BILLING AND PAYMENT

### For Members:

- Meeting services are added on to your monthly bill. Complementary credits will be used first for meeting rooms, and additional hours will be charged at \$10/hour or \$50 per day.

### For Non-Members

- Meeting services can be billed to a credit card or paid in advance by check. Large meeting rooms are charged at \$20/hour or \$100 per day and small meeting rooms are charged at \$10 per hour or \$50 per day.

*Uptown Works reserves the right to charge late fees and/or withhold services if payments are not received by the due date. See Terms and Conditions.*

## ACCESSING THE BUILDING

The building is unlocked during staffed business hours (generally 8:00- 4:00 PM Monday-Friday) and locked during non-business hours, weekends and holidays.

Members have 24/7 access to the building and may hold meetings at any time. Non-members may reserve meeting space during normal business hours and may be charged a service charge to staff the facility during non-business hours.

## Receiving outside guests

You are responsible for the conduct of outside guests in accordance with the terms and conditions outlined in this agreement.

- When meetings are held during normal business hours, the convener is responsible for alerting the community manager if guests need to be received and signed in.
- When meetings are held outside normal business hours, conveners are responsible for receiving their meeting attendees and giving them access to the building.
- The front door **MUST NOT** be left unlocked outside of normal business hours, except during staffed public events and gatherings, with permission by Uptown Works.
- Outside guests may only stay in the building for the duration of the meeting they are attending. If they wish to stay all day, they may purchase a discounted day pass.

## **SECTION 3: NON-MEMBER AGREEMENT TERMS AND CONDITIONS**

This Services Agreement ("Agreement") is entered into between Uptown Works, LLC, a Pennsylvania limited liability company that operates the Uptown Works Co-Working Space, ("Uptown Works") and the convening authorized signatory of:

Uptown Works strives to ensure that all Members and visitors enjoy clean, safe, and welcoming space and resources. For these reasons we ask that everyone using this space read and accept the following terms as a requirement to host events at Uptown Works. Though this Agreement is written in plain English, it is a legally binding contract. Uptown Works reserves the right to update the Agreement upon providing 30-days advance notice. Intending to be legally bound, Uptown Works and the visitor agree to the following terms and conditions:

- 1. Facilities Included.** Uptown Works shall provide the visitor with a tidy, well-equipped event space as set up in the meeting reservation. Uptown Works will also provide guests with access to the lobby, lounge and kitchenette on an as-available basis during the duration of the meeting.
- 2. Services Provided by Uptown Works.** Uptown Works may provide visitors with Internet access, office equipment, office supplies, knowledge resources, access to events and other services (collectively, "Services").
- 3. Utilities Included in Agreement.** Uptown Works shall provide the following for the benefit of the visitor:
  - a. Utilities: Internet access, heat, water, electricity, air conditioning
  - b. Maintenance Supplies: toilet paper, paper towels, light bulbs, cleaning supplies
  - c. Convenience Items: coffee and tea, filtered water, sweetener and creamer
- 4. No Unlawful or Prohibited Use.** As a condition of use of the Facilities and Services, visitors shall not use the Facilities or Services for any purpose that is unlawful or prohibited by the terms and conditions of this Agreement and notices provided to the visitor by Uptown Works. Visitors may not use the Facilities or Services in any manner that could damage, disable, overburden, or impair any technology or resources provided, or interfere with the use and enjoyment of any Services by others.
- 5. Building Rules.**
  - a. It is expected that the visitor will observe the quiet enjoyment and normal use of the Facilities at all times and not damage or deface the building or its fixtures fittings, decor and furnishings.
  - b. The visitor will not compromise the building or its protection from fire, flood, gas, electricity or weather.
  - c. The visitor will not compromise the building security or the security of the spaces therein and will ensure that all reasonable measures are taken to safeguard the building, occupants and the occupants' possessions.
  - d. At no time should security locks be bypassed or left in an open position and external doors should never be propped open while unattended.
  - e. The visitor will always keep the space in a clean and safe condition.
- 6. Pets.** Uptown Works is not covered for the risks and liabilities associated with animals. Therefore, their presence is discouraged and they may only enter the premises with the permission of Uptown Works. No approval is necessary before bringing registered service animals into the premises.
- 7. Termination of Agreement Upon Conclusion Date.** This Agreement will terminate at the Conclusion
- 8. Disclaimer of Warranties.** To the maximum extent permitted by applicable law, Uptown Works provides the Facility and Services "as is" and with all faults, and hereby disclaim 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 or fitness for a particular purpose.

**9. Exclusion of Incidental, Consequential and Certain Other Damages.** To the maximum extent permitted by applicable law, in no event shall Uptown Works be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, 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 occupy the Facility or utilize the Services, even if Uptown Works has been advised of the possibility of such damages.

**10. Limitation of Liability and Remedies.** Notwithstanding any damages that the Member might incur for any reason whatsoever, the entire liability of Uptown Works under this Agreement shall be limited to the cost of the monthly rent paid by the Member for a single month. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law.

**11. Indemnification.** The visitor releases, and hereby agrees to indemnify, Uptown Works from and against any loss, claim, or expense (including attorney's reasonable fees) arising out of visitor negligent actions, errors and omissions, willful misconduct or fraud in connection with visitor's use of Facility or Services.

**12. Severability.** In the event that any provision or portion of these Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of these Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

**13. Choice of Law/Forum.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without reference to choice of law principles and all disputes must be settled in the state and Federal courts located in Somerset County, Pennsylvania.

**14. Authority to Act on Behalf of Represented Organization.** The signatory to this Agreement hereby represents and warrants that the signatory has all requisite legal power and authority to enter into and abide by this Agreement on behalf of the entity referenced on the first page of this Agreement (if any) and no further authorization or approval is necessary.

The visitor, by signing below, hereby acknowledges that they have read and understand all of the terms and conditions contained in this Agreement and further agree to be bound its terms.

Visitor Signature: \_\_\_\_\_

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

Name (Printed): \_\_\_\_\_

Entity Name (if applicable): \_\_\_\_\_

\_\_\_\_\_  
*Authorized Representative of Uptown Works, LLC*

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

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Sign and return to Uptown Works, LLC: [hello@uptownworks.co](mailto:hello@uptownworks.co) or 109 E. Main Street, Somerset , PA 15501

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