What Cheer Writers Club
Terms of Use

What Cheer Writers Club provides a shared community and workspace for freelancers and solopreneurs. The following Terms of Use ensures that everyone is properly protected. Please contact the General Manager, jillian@whatcheerclub.org, with any questions.

This Terms of Use is executed in accordance with the laws of the State of Rhode Island.

Acceptance of Terms.

The services What Cheer Writers Club ("Writers Club") provides to you, the undersigned, are subject to the following Terms of Use ("TOU").

Although Writers Club reserves the right to update the TOU at any time without notice to you, we will post any TOU updates on location and will contact you using the contact information provided in your Membership Agreement. If your contact information should change, please update it with us.

Description of Services.

Writers Club may provide you with access to office space, workstations, Internet access, virtual community, office equipment, meeting space, knowledge resources, and other services (collectively, "Services"). The Services at all times are subject to the TOU.

Regular Business Hours and Days.

“Regular Business Hours” are in local time as follows:

- Monday – Tuesday: 9am – 5pm
- Wednesday – Friday: 9am – 8pm
Saturday – Sunday: 10am – 5pm

Regular Business Days are from Monday to Sunday, except certain local bank/government holidays.

Writers Club is not responsible or liable for any failure or delay in providing Services arising out of or caused by forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss of malfunctions of utilities, communications or computer (software and hardware) services.

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 interfere with any other party’s use and enjoyment of any Services. 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.

Use of services.

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

- Violate any guidelines set forth in the Membership Guidelines;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
• Solicit members, employees or guests within the Writers Club unless otherwise specifically granted permission;
• Upload, download, 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 a limitation, copyright, 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;
• Knowingly 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 computer or property of another coworker;
• Publish, post, upload, distribute, or disseminate any unlawful content, plagiarized content, intellectual property, or applications and software content that breaks state law;
• Restrict or inhibit any other user from using and enjoying the Services;
• Violate any applicable laws or regulations.

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 Writers Club does not have any liability with respect to your access, participation in, use of the Services, or any loss of, loss from theft, or damage of information or personal property resulting from such participation or use.

You are liable for the full cost of any damages caused by you or your guest(s) to any property, in the space, owned either by the Writers Club or its members.

Harassment.

Writers Club prohibits harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. Appropriate action may include immediate termination of Writers Club membership. For purposes of this policy, harassment is any
uninvited or otherwise one-sided verbal or physical behavior, including, but not limited to, racial or ethnic slurs, flirtation and crude remarks, designed to threaten, intimidate or coerce a member, employee, or guest of Writers Club.

**Member Privacy.**

Writers Club takes the privacy and safety of members very seriously. You shall not, unless given express, written approval, share any personal information of other Writers Club members. This may include, but is not limited to: name, address, pen name, or any personally identifiable information that may lead to public outing or doxing.

**Property.**

Writer’s Club is not responsible for any property you leave behind in our Premises. It is your responsibility to ensure that you have retrieved all of your personal items prior to leaving.

Prior to the termination or expiration of your membership, you must remove all of your property from the Premises. After providing you with reasonable notice, Writers Club will be entitled to dispose of any property remaining in our Premises, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by Writers Club regarding such removal.

**Invoicing and Payment.**

You will be automatically invoiced monthly in advance based on your membership option. Also included is any variable charges that may have been incurred during the previous period (extra meeting hours, day passes, etc.). Payment is required at the beginning of the period, at the date specified in the invoice. Payment for casual usage is paid on the day of use unless other arrangement has been made with Writers Club.

Writers Club reserves the right to alter or adjust any membership fees or costs. Writers Club will post any updates to fees on location and will attempt to contact
you to notify you using the contact information provided in the Membership Application.

Renewals, Refunds and Terminations.

This Agreement is automatically renewed at the end of each period with consent of each party. Once the payment for a one-month period of membership ("Period") is complete, no refunds are possible.

The TOU must be adhered to at all times. Failure to follow this TOU can result in non-renewal or even early termination of the membership. If you fail to comply with this TOU, Writers Club reserves the right to terminate any Service at any time, immediately and without notice. This includes non-payment or violation of the Membership Agreement.

You may terminate this Agreement by giving a written notice of termination and it shall be in effect as of the end of that Period. If you cannot provide timely notice of termination to Writers Club before the end of the Period, or if a termination agreement between you and Writers Club cannot be made, then the Membership shall continue to the end of the following Period and all fees for that Period will be due.

Workshop, Podcast, and Meeting Rooms.

You are required to reserve workshop and meeting rooms ("Rooms") via Writers Club’s staff or online booking system. Rooms are available on a first-come, first-serve basis. Cancellation of any Room reservations must be made 24 hours prior to commencement or you will be charged the full amount or have its hour value deducted.

All bookings will be invoiced as follows:

- Boardroom, Meetings Rooms, & Podcast Room – minimum 1-hour increments
- Workshop Room – minimum 3-hour increments
An allotment of hours is included in some Memberships. These hours are NOT transferable to any other Writers Club member or guest, and the Member must be present at all meetings using these hours. Hour are not accruable and will reset at the beginning of each Membership month. Overage may be charged at a discounted rate depending on Membership.

All Room rentals are subject to Writers Club’s Room Rental TOU.

**Virtual Community.**

Certain Writers Club memberships qualify for access to a Writers Club Virtual Community (“Virtual Community”) to allow connection between members. In using the application or software, you agree to:

- Follow the TOS of the application or software being used
- Not copy, share, or otherwise make public, private information shared within the Virtual Community from any Writers Club member or employee without consent from said member or employee
- Not share your username and/or password with anyone who is not a Writers Club qualified Virtual Community member
- Not post sexual, political, obscene, religious, slanderous, or otherwise professionally offensive comments
- Not promote yourself or your work outside of designated promotion channels

**Insurance.**

Writers Club carries Liability and Business Personal Property insurance. As a user, you are not required but 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 Writers Club.

**Postal Services (USPS, FedEx, UPS).**

If available, you may elect to receive mail at Writers Club. We will accept mail and deliveries on your behalf during Regular Business Hours on Regular Business Days.
Writers Club has no obligation to accept bulk or oversized mail or packages, unless previous agreements are made between you and Writers Club.

**Alcohol and Smoking.**

Writers Club is largely an alcohol-free space. On occasion, Writers Club may host events in which alcohol is served or may give your event permission to serve alcohol. At no time may you serve anyone who is under the age of 21, consume alcohol if you are under the age of 21, or legally serve and/or consume alcohol without the permission and presence of a Writers Club staff member. Neither smoking nor vaping is permitted on Writers Club premises.

**Pets.**

Unfortunately, per the terms of our lease, no pets or animals are allowed in the Writers Club space unless required as a documented and trained Service Animal.

**24/7 Member Responsibilities.**

A 24/7 Member is any person whose membership grants them a physical or electronic keycard ("Key") in order to access the Space after Regular Business Hours. 24/7 Members acknowledge and accept responsibility for the security of the doors and spaces they access. Each 24/7 Member is expected to maintain the security of the building when accessing the Space outside of Regular Business Hours and Regular Business Days.

After-hours access is only allowed for coworking, meeting, and podcasting purposes and may not be used for purposes of sleeping or domesticity.

Should a Key be lost or unreturned, the key holder will be responsible for paying the following lost key fees: $5 for a lost or unreturned physical key; $15 for a lost or unreturned electronic keycard.

**Disclosure of Information.**
Writers Club reserves the right at all times to disclose any information about you, your participation in and use of the Services as Writers Club deems necessary to satisfy any applicable law, regulation, legal process, or government request.

Writers Club is required to disclose your name and address to Presidio 156 LLC, the building landlord of 160 Westminster Street, Providence RI per the terms of Writers Club lease.

**Disclaimer of Warranties.**

To the maximum extent permitted by the applicable law, Writers Club 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: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence.

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

To the maximum extent permitted by the applicable law, in no event shall Writers Club or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, board members, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever. These include, but are 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 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 Writers Club.

**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 Writers Club 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 fifty dollars (USD $50.00).

The foregoing limitations, exclusions and disclaimers, including the previous sections shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

**Assignment.**

This TOU and the rights and obligations of the parties hereto may not be assigned by either party without the other’s written consent, provided, however, that Writers Club may freely assign this TOU to any affiliate or other party which has been assigned the rights and obligations relating to the Writers Club program.

**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.

I have read the entirety of this Terms of Use and confirm and agree to observe any and all regulations listed here or in referenced documents.

**Coworking Guidelines**

Please respect the Club space and your fellow members by sticking to the following rules:
1. **Quiet Workspace** – Please keep noise from discussions, phone calls, video calls, etc. to a minimum when in shared work spaces.

2. **Guests** – Please greet any guests at the entrance to the floor. The Club is a small space and gathering in groups in shared work spaces can hinder the experience of other members.

   Guests are welcome to stop in for a quick hello or for pick up/drop off. If a guest would like to stay, day passes can be purchased for access to WiFi.

3. **Printing** – Free B&W printing is available at the Club and we would like to keep it that way! There is a 15 page/day limit. Club staff is happy to help you find alternative printing options for large and/or color print jobs.

4. **Cleanliness** – We expect all members to treat the Club space as if it were their own! Before leaving for the day, please be sure to discard all trash from you and/or your guests.

5. **Kitchen Use** – Please label and date all food stored in the refrigerator. It will be cleaned out every other week, and Club staff makes no promises that unlabeled food will be kept safe and sound.

   No microwave popcorn is allowed.

6. **Fragrances** – Some members may have sensitivity to personal fragrances and cooking aromas. Please be mindful of this sensitivity.

7. **Alcohol & Smoking** – The Club is a smoking, vaping and alcohol-free space. *Alcohol may be served during Club events with the knowledge and presence of Club staff.*

8. **24/7 Access** – If you have 24/7 access to the Club, please be mindful of security and lock all doors behind you.
24/7 access is for work only. While it can be very enticing to take a nap on a window seat, please do not use the Club as a place to sleep.