*This Agreement (the "Agreement") is between **The Campbell River Community Foundation** ("CRCF") and the undersigned **User** ("You"). By signing this Agreement, You acknowledge and accept the terms outlined below. CRCF reserves the right to update this Agreement at any time without notice.*

1. Space and Amenities

CRCF will provide You with access to our shared professional community office and workspace ("The Heart") and amenities as described in Your selected tier of use. All space and amenities are subject to availability and may change over time.

2. Code of Conduct

The Heart is an inclusive space and welcomes all to use the space in accordance with this agreement regardless of age, skin color, education level, ability, sexuality, neurodiversity, mental health, body size, housing status, wealth, language, gender, citizenship, or any other protected ground or personal characteristics. You are expected to respect the space and others in it by maintaining a respectful volume and demeanor and being mindful of what You say and do. Use headphones for music in open areas and keep all devices on silent or vibrate. Take care of shared equipment and furniture and leave the desk, meeting room, kitchen areas and all surfaces wiped and free of items. Personal items are only to be left overnight if You have a locker. Do not install or alter anything without permission. CRCF may require You to modify behavior, relocate, or leave the premises where conduct interferes with others or with CRCF operations.

CRCF may remove any individual immediately for any prohibited conduct including but not limited to:

- Harassment, discrimination or bullying under the BC Human Rights Code
- Creating a hostile, unsafe or intimidating environment
- Involving any illegal activity or substance use that impairs safety
- Disrupting other users' ability to work
- Behaviour or activities which are inconsistent with a professional shared workspace
- Conduct that leads to Termination under clause 13 of the Agreement

3. Payments

Payments are due as stated in the invoice. Late payments are given a 2-day grace period and then result in a $50 weekly fee. Access to The Heart may be paused until payment is received.

4. Internet and Network Usage

The internet connection is shared. You are responsible for Your own firewall and antivirus protection. Accessing illegal content, torrenting, or engaging in cyber-attacks will result in the termination of this agreement.

5. Damages & Responsibility

You are responsible for any damage caused by Yourself or Your guest. CRCF has the right to charge Your payment method without prior notice for the actual cost of the repair or replacement needed plus a $50 administration fee.

6. Guests

You must accompany Your guest/s and always maintain full responsibility for them. That includes any damage, theft, or injury they may cause while in the space. Guests must sign in in the event of an emergency. Guests who are present for more than one hour are required to purchase a half or full day pass.

7. Liability Waiver

By signing this agreement, You agree to waive CRCF, its staff, and affiliates from any responsibility for personal injury or property loss, even if caused by CRCF negligence, to the maximum extent of the law. You assume Your own risk of loss, damage, or injury to Your person or property while on the premises. CRCF is not liable for slip-and-fall or any other accidents or injuries occurring within the unit or the building common area.

8. Indemnification

You agree to indemnify, defend, and hold harmless CRCF, its board, employees, volunteers and agents from any and all claims, suits, or demands (including legal fees) arising from using The Heart, any violation of this Agreement, and any damage or injuries to third-party people or property caused by You or Your guest/s.

9. Insurance

You are responsible for the theft, loss, or damage of laptops, phones, data, cords, mail, packages, or other items left in the space. You are strongly advised to carry Your own business property insurance.

10. Security & Access

The building and office doors are open to the public during business hours. Outside of business hours, access by fob may be assigned solely to You if necessary. A refundable deposit, proof of government issued identification, and a certificate of insurance are required for fob access. A $100 fee or cost of damages (whichever is greater) will be charged for leaving the building door propped open or for giving someone else Your fob.

11. License Only

This Agreement grants a non-exclusive, revocable license only. You operate as an independent entity, and You are not an agent, partner or employee of CRCF. CRCF retains full possession, control, and access to all areas at all times. You do not have exclusive possession of any space, including dedicated desks or offices, and CRCF may relocate, reassign, or revoke access at its sole discretion without compensation. This Agreement is not a lease and using the space does not create a landlord-tenant relationship. You are not renting the space as a residence, and You may not use it as one.

12. Identification, Confidentiality, and Health & Safety

CRCF may require two pieces of Government issued identification, with one being photo identification to verify You. If You are a business, CRCF may require additional documents to establish Your capacity to contract and be bound by this Agreement.

Compliance with the Privacy Act and the Personal Information Protection and Electronic Documents Act is mandatory. You are obligated to maintain all sensitive or confidential information encountered either verbally, digitally, printed, or otherwise in strict confidence. Please respect the privacy of others and their business and do not share what isn't Yours to share.

Compliance with all applicable health and safety requirements including WorkSafe BC Guidelines is mandatory. CRCF may remove any person who poses a safety risk. You must follow all safety procedures, do not engage in unsafe conduct, report hazards or incidents immediately, and comply with emergency procedures.

13. Cancellation & Termination

By You: Hot Desk and Meeting Room** cancelations are subject to a $5 processing fee. Cancellations made within 24 hours of the rental will not be refunded. **Event Space** cancellations made within two weeks of the event will be refunded 50%. Cancellations made within one week of the event are not eligible for a refund. **Tech

Residents *require at least 30 days' written notice before the next renewal. If no notice is given, the Tech Resident Tier of Use will continue into the next month.*

By CRCF: *CRCF may suspend or terminate this Agreement at its sole discretion, with or without notice, for any reason including but not limited to where CRCF determines that:*

- *Non-payment has occurred.*
- *Your conduct is disruptive, unsafe, or incompatible with a shared workspace.*
- *The conduct may harm the reputation of CRCF and/or associated charities and non-profits*
- *The conduct creates or may create a hostile, unsafe, or disrespectful environment.*
- *The conduct may expose CRCF to legal, regulatory, or reputational risk.*
- *Continued use does not align with CRCF's values, policies, or operational objectives.*
- *Conduct prohibited under this agreement occurs in connection to CRCF or The Heart whether public, online, or at the premises.*
- *No refund is required where termination is based on conduct concerns.*

14. Abandoned Property

Anything You leave behind after Your agreement ends will be considered abandoned. CRCF can move, store, donate, sell, or dispose of it at Your cost.

15. Photography Consent

Photos and/or videos may be taken from time to time at The Heart for various reasons or to be used in our digital and/or printed assets, advertising, social media, website, or other. If You do not want to be in a photo or video, please indicate Your preference to the photo or videographer so they can do their best to keep You out of the frame. Please do Your best to remain out of the frame.

16. Administrative Clauses

- *This agreement is governed by the laws of the Province of British Columbia.*
- *If any clause is found invalid, then the remainder of this agreement is valid and enforceable, and the invalid clause is to be severed.*
- *Time is of the essence.*
- *This is the entire Agreement, and there are no other representations that survive the signing of this agreement, and any modifications must be made in writing signed by CRCF and You.*
- *Counterpart signing is permitted, and electronic transmission or Docusign or similar execution is valid.*