



THE CANDY FACTORY

where working together is sweet

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[Twitter.com/TheCandyFactory](https://twitter.com/TheCandyFactory)

Coworking Details & Membership Agreement

The Candy Factory is a coworking space providing a professional yet relaxed work environment for people looking for a creative, affordable way to work in Lancaster, PA.

It is a community of small business owners, freelancers, students and other professional who are looking for a cool downtown location on the 300 block of Queen.

Our philosophy is simple. Come together, do good work, care about our community, love our earth, think local and grow as professionals.

The open space concept offers up many advantages from networking and collaboration opportunities to easy access to shared resources.

Part Timer :: 35 dollars a month

As a Part Timer you'll have use of the space 4 full days a month. A spot at the community work table in the center of the main hall, use of all listed amenities, inclusion of events (1st Fridays) Discounted night shift pass when available. (6 Month Contract with option of a 12 month)

Lite :: 100 dollars a month

As a Lite member you will have use of the space 3 full days a week. A spot at the community work table in the center of the main hall. Use of all listed amenities, some storage, inclusion of events (1st Fridays) Also free use during the night shift when available. (6 Month Contract with option of a 12 month)

Full Time :: 200 dollars a month*

As a Full member you'll get your own desk and chair in the main hall, storage space in our freezer, use of all listed amenities. Development & inclusion of events (1st Fridays) use of the space during scheduled business hours. Also free use during the night shift when available. Furniture provided. (12 month Contract with option of 6 months for a small addition fee – *see page 7 for details)

Premium :: 300 dollars a month

As a Premium member you get keys for unlimited 24/7 access to the space, designated spot in the back room, use of all listed amenities plus some addition perks. Development & inclusion of events (1st Fridays), 1st dibs on the conference room, use of shower. Premium members can also bring in their own furniture. (12 month Contract)

Day Pass :: 10 dollars a Day

1st come 1st serve; Kick up your feet at our large community work table, or in the lounge area and work until your hearts content. This is a great way to get a feel for the space before signing up for a membership or if you just need a change of scenery. If you do come in for a day pass and want to sign up for a membership we'll apply your 10 dollars to your 1st month's payment.

Night Shift Free for Premium, Full and Lite members, 5 dollars for Part Timer members and 10 dollars for non members, See posted hours on community calendar.

As a member or guest of The Candy Factory you are expected to:

Respect the factory and all the fine people who are part of it. We'll work hard to help market you and you can help us by sharing the love or spreading the word.

Agree to our Terms of Service (see below). Be insured, we're not responsible for your stuff so please protect yourself. Be open to events in the space. All events will be posted on the community calendar and all members will be giving ample warning.

Planned Amenities:

- Internet both wireless and hardwire (hardwire will be available at Full and Lite Desks with some available at community work table)
- Furniture / Lounge Area
- Conference Room with table and comfortable seating for 8-10 people, White board, Mac Mini with cam, Projector, setup for Skype meetings.
- Beautiful artwork (some of it can be yours :)
- Two bathrooms
- Kitchen area with refrigerator, microwave and coffee bar (Candy Mug Club available)
- Work Station with cutting boards, scissors and other office supplies as added, Networked Copy / Color Printer with high resolution / Fax (per print fees apply)
- Community Event Board
- Free Use of Networked Black & White Laser printer (for those quick, "don't need to be perfect" prints)
- Light table
- Computer Work Station – if you or a guest needs to hop online for a little bit
- Resource Library
- Storage space – depending on membership level
- Handicap accessible
- Shower for Premium membership holders
- Last but not least – lots of cool people to inspire and challenge you, to work along side of, collaborate with, network with.

How the community can grow:

- Potential for an Administrative Assistant
- Phone (front desk and conference room)

What We Don't Have

- Cubicles
- Private offices

At The Candy Factory we aspire to and expect those who work with us to share in the following values:

Collaboration: One of the great benefits of working in a coworking space is that you will meet all sorts of people with all sorts of knowledge and where possible collaborate to support each other's activities.

Openness: We believe in transparency and openness. In a world where people are free, but ideas are not, only a few benefit. When ideas are free, everyone benefits. Therefore, we encourage open spaces and discussions.

Community: We thrive on connections and mutual support. It is important that everyone give into, as well as benefit from, the strong community coworking has become.

Accessibility: In order to be fully open, we must make the effort to be accessible to all. This means that we endeavor to create both a financially and a physically accessible space. We are committed to this principle and welcome feedback on how we can make it even more accessible.

Sustainability: Shared spaces are also better for the planet, so we like to take that a little further and make certain our space is environmentally responsible.

In using the facilities of The Candy Factory we expect people to behave in a way that is congruent with those values, specifically:

- Respect the space and leave it as you find it. If you moved things around then return them to their original location and please tidy up after yourself.
- Give back the equivalent of what you take out. If you drink the coffee; occasionally contribute some, if you can't afford to buy it, make good in kind.
- This is a coworking space so there is an expectation that you will collaborate where possible and be prepared to draw on the help and support of others whilst respecting their right to get their own work done.
- Respect the people around you and embrace differences. One of the great things about coworking is it draws in a variety of people, enjoy and respect the difference.
- Spread the word to like minded people.

Payments Dates

- Our invoices are sent out on the 21st of every month and are due by the 1st of the next month.
- The Candy Factory reserves the right to charge late fees and/or withhold services if payments are not received on time.
- Note: To all members signing up for membership before the space opens, a security payment equal to one months fee is required to secure the space. You will be billed on June 21st for July 1st payment. Memberships will not be activated until the space opens. At the end of your contract your security payment will be used as your last months fee.

Payment Methods

Members may pay via Cash, Check or Credit Card (VISA, MasterCard)

In Progress – We hope to have these options available soon:

PayPal, or Google Checkout

Please Note:

Our goal is to provide our members with the same freedom and flexibility they are accustomed to in their home office environment. For that reason, our space is primarily selfgoverning. We ask only that you consider the interests of those around you and that you abide by the following:

Privacy

Although we strongly encourage collaboration among members, we ask that members respect each others' needs for quiet enjoyment. Violations of privacy, personal space, virtual space, and intellectual property are strictly prohibited.

Cell Phones

In the interests of maintaining a peaceful environment we request that all members, guests, and clients turn their phones to vibrate while in the space. We also ask that you use a personal space for verbal conversations (ie: phone booth, common space or a meeting room for all calls. Some exceptions allowed.)

Your Access Card (Future service)

Cards are not transferable and should not be lent out at any time to any one for any reason. Lending of Access Cards will result in termination. If your card is misplaced or stolen, you must notify staff immediately.

Guests

The Candy Factory Coworking is accessible to Premium members twenty four hours a day, seven days a week. Guests are the responsibility of the member whom they are accompanying. Non-members are not permitted in the space after hours only when accompanied by a member. Members who are expecting more than three after hour's guests must first notify a staff member. Guests attending The Candy Factory must sign in on every occasion; guests attending more than twice in a month must be qualified by member (guest, clients, collaborator, vendor or other).

Terms of Use

The following Terms of Use may be somewhat lengthy, but we want to be careful to ensure that everyone is properly protected. Please feel free to contact us at candyman@candyissweet.com with any questions regarding these terms.

1. Acceptance of Terms.

The services Not Bad Design, LLC ("The Candy Factory") provides to you, the undersigned (including but not limited to use of office space and access to Internet), are subject to the following Terms of Use ("TOU"). The Candy Factory reserves the right to update the TOU at any time. The Candy Factory will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

2. Description of Services.

The Candy Factory may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services as The Candy Factory may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU.

3. 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 that could damage, disable, overburden, or impair The Candy Factory server, or the network(s) connected to any The Candy Factory server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any The Candy Factory server or to any of the Services, through hacking, password mining or any other means. 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.

4. Use of services.

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

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through The Candy Factory Services;
- d. Upload, 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 limitation, copyright or 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;
- e. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- f. 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's computer or property of another;
- g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Restrict or inhibit any other user from using and enjoying the Services;
- i. Violate any code of conduct of other guidelines which may be applicable for any particular Service (including the Building Rules for 323 North Queen Street);
- j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations; and
- l. Create a false identity for the purpose of misleading others.

5. Disclosure

The Candy Factory reserves the right at all times to disclose any information about you, your participation in and use of the Services as The Candy Factory deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in The Candy Factory's sole discretion.

6. 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 The Candy Factory, 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 The Candy Factory or Not Bad Design LLC, any analyses, compilations, studies or other documents prepared by The Candy Factory or Not Bad Design LLC 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 The Candy Factory, Not Bad Design LLC, or any participant or user of the Services.

c. All Confidential Information remains the sole and exclusive property of The Candy Factory, Not Bad Design LLC or the respective disclosing party. You acknowledge and agree that nothing in this TOU 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 The Candy Factory, Not Bad Design LLC, or any participant or user of the Services.

7. 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 The Candy Factory does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

8. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, The Candy Factory 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.

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

To the maximum extent permitted by applicable law, in no event shall The Candy Factory, Not Bad Design LLC 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, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but 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 (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 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 The Candy Factory, and even if The Candy Factory has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

10. 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 The Candy Factory, Not Bad Design LLC 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 ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. Termination.

The Candy Factory reserves the right to terminate any Service at any time. The Candy Factory further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.

12. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless The Candy Factory, Not Bad Design LLC and its subsidiaries (whether or not wholly-owned), 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 attorneys' fees and costs incurred by The Candy Factory or its respective officers and agents in connection with the defense of such claim or lawsuit.

14. 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.

15. Insurance.

The Candy Factory will carry Liability and Business Personal Property 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 The Candy Factory.

Contact Information

Name: _____

Home address: _____

Phone: _____

Email: _____

Company (if applicable): _____

Position: _____

Web address: _____

Is it OK to publish your name, company, position, and web site on our member directory and web site? Your personal contact information (phone, address, email) will be kept private.

___ Yes ___ No

The information submitted in this application is true and correct, and I have read and agree to the terms above. I release The Candy Factory, Not Bad Design LLC and its agents from any claims for loss, theft, or injury to myself or my property. I have received & Agree to The Candy Factory Terms of Use (TOU)

Signature: _____ Date: _____

Name (Printed): _____

Please Select Desired Membership Level:

Part Timer (6 month contract) _____

Lite (6 month contract) _____

Full (6 or 12 month contract*) _____

Premium (12 month contract) _____

*Select Contract Length

FOR FULL MEMBERSHIP ONLY

6 Month Contract _____

An additional \$10.00 a month fee applies. If you select the 6 month term option – If you choose to not renew for another 6 months we need your intent in writing 30 days prior to your last month.

12 Month Contract _____

A 12 month contract is at the standard rate of \$200 a month with no additional fees.