



Overview. These Terms and Conditions (the “Terms”) describe your rights and obligations in connection with your receipt and use of the services provided by Farmington Co-Work in connection with your Farmington Co-Work meeting room or other services specified herein (the “Services”, as further described below).

Please read these Terms carefully, as they affect your legal rights. Among other things, these Terms include your agreement that except for certain types of disputes described in the “Governing Law; Arbitration and Class Action Waiver” section below, you agree that disputes between you and us will be resolved by binding, individual arbitration and you waive your right to participate in a class-action lawsuit or class-wide arbitration. By using the Services, you are agreeing to abide by and be bound by these Terms.

Who we are. We are a group of artists that are passionate about making connections and creating a strong community. Who we are for the purposes of these Terms is the Farmington Co-Work, affiliate set forth on your invoice and will depend on (i) where the Services are deemed to be rendered or (ii) where your primary Premises is located. We reserve the right to change the legal entity that charges you for the Services.

Passwords and keycards. Don’t reveal your account password or transfer your keycard or other access device or credentials to anyone else (or let them use your account), and don’t make any copies of any keys, keycards, or other means of entry to our Premises (each, an “Access Device”). You are responsible for maintaining the confidentiality of your password and the security of your Access Device. You must promptly notify us if you suspect your password or Access Device has been compromised.

Payments. By selecting a session and providing your payment information, you agree to pay us the recurring or nonrecurring fees associated with the particular Services you are purchasing, as displayed to you at the time you book your session. You acknowledge and agree that the payment method provided by you will be automatically charged the fees and any other amounts you may incur or be liable for (including for damages caused to any of our Premises or property i.e. security deposit) in connection with the Services. Only a single payment method may be used at any given time to make payments for all Services you purchase in a single transaction. you do not agree to any modified fees.

REFUND POLICY FOR HOURLY MEETINGS (Social + Signature)

If you cancel your meeting within 24 hours a full refund minus the administrative fee will be issued. If you cancel your appointment within 24 hours, you must send us an email with the date, time and the reason you are canceling your session. We will review your request and refund the charged payment back to you. If you cancel your session in less than 24 hours no refunds will be given. For each canceled appointment there will be a 15% administrative fee of the total amount that we will withhold when refunding your payment.

REFUND POLICY FOR PRIVATE EVENTS

- The SOCIAL ROOM PRIVATE EVENT Cancellation Policy.

Upon execution of this contract, Farmington Co-work will reserve the time and date agreed upon and will make no other reservation for that time for the duration of the contract. The client shall pay 100% of the total amount when this agreement is signed. Cancellation notice must be received in writing to cancel this agreement within 14 days. If canceled within 14 days Farmington Co-Work will refund the client 50% of the originally paid amount. If cancellation notice is received later than 14 days no refunds will be given.

- The SIGNATURE ROOM PRIVATE EVENT Cancellation Policy.

Upon execution of this contract, Farmington Co-work will reserve the time and date agreed upon and will make no other reservation for that time for the duration of the contract. The client shall pay 100% of the total amount when this agreement is signed. Cancellation notice must be received in writing to cancel this agreement within 14 days. If canceled within 14 days Farmington Co-Work will refund the client 50% of the originally paid amount. If cancellation notice is received later than 14 days no refunds will be given.

- The ELITE ROOM PRIVATE EVENT Cancellation Policy.

Upon execution of this contract, Farmington Co-work will reserve the time and date agreed upon and will make no other reservation for that time for the duration of the contract. The client shall pay 50% retainer of the total amount when this agreement is signed. The retainer is non-refundable and non-transferable. The remaining balance is due 2 weeks prior to the event date. Cancellation notice must be received in writing to cancel this agreement within 14 days. If cancellation notice is received later than 14 days the client agrees to pay the full amount regardless of the event will take place or not.

Using and Terminating the Services

House Rules. The House Rules of any Premises on which you receive or use Services are hereby incorporated into these Terms. House Rules may be revised from time to time. In general, we expect that you will not perform any activity that is reasonably likely to be disruptive, damaging or dangerous to us, our employees or agents, other members, any guests or any other third parties or any pets or property of any of the foregoing.

Non-Guarantee:

Farmington Co-Work and its staff reserve the right to cancel and reschedule your date without notice. Farmington Co-work will do the best to find an alternate location similar to the one booked at the time. If Farmington Co-Work staff is not able to find a replacement location a full refund will be issued to the client. For the monthly subscribers, there will be no refund issued if the appointment is canceled or moved.

Service Restrictions. Your purchased session is specific to you. You cannot share your account credentials or Access Device with any other individual. Furthermore, you must not use any Services or any space you reserve or occupy in any Premises in a “retail,” “medical,” or other nature involving frequent use by or visits from members of the public.

Security. You may be required to present a valid, government-issued photo identification in order to gain access to our Premises. For security purposes, we may regularly record via video certain areas of our Premises. If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process or government request, or to protect us, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.

Additional Services. Additional Services may be available to you, either in connection with specific Premises or pursuant to special or additional features, Service Packages, or other offerings. Additional Terms may apply to the additional Services, and to the extent, you are receiving any additional Services, the applicable Additional Terms are hereby incorporated into these Terms by this reference.

Property. We are not responsible for any property you leave behind in any of our Premises. It is your responsibility to ensure that you have retrieved all of your personal items prior to leaving. Prior to leaving the building, you must remove all of your property from our Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in any of 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 us regarding such removal.

Damage. You may be held liable (and do hereby authorize us to charge you) for the repair cost for all damage to our Premises and items therein caused by you or your guests, or pets.

Work Space. If you are accessing our space pursuant to these terms, common spaces in our Premises are to be accessed by you, and to the extent we permit, your guests, starting from the time immediately prior to your reserved time in the Premises and ending at the time immediately following your reserved time in the Premises.

Intellectual Property of others. You must not directly or indirectly take, copy or use any information or intellectual property belonging to other members or member companies or any of their guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or

altered versions of the same.

Technology Release. You acknowledge that you have no expectation of privacy with respect to Farmington Co-Work internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages, and voice messages), and your activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with our policies, regardless of whether such activity occurs on equipment owned by you or us.

Email opt-in. By booking or contacting us you understand that you are giving us the right to email you about but not limited to: new offers, news and any other information we would share with you.

Pets. You may bring pets into Premises, and we may require you to produce proof of vaccination for such pets in a form satisfactory to us. You must accompany your pet at all times. You will be responsible for any injury or damage caused by any pet you or any of your employees, invitees or guests bring into any Premises. We will not be responsible for any injury to any pets. We reserve the right to restrict any member's or other individual's right to bring a pet into the Premises at any time in our sole discretion.

You and the other members. We do not control and are not responsible for the actions of other members or any other third parties (including any pets). If a dispute arises between members or their invitees, guests or pets, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

Account termination. If you fail, or if we suspect that you have failed, to comply with any of the provisions of these Terms, or at any other time when we in our reasonable discretion see fit to do so, we may, at our sole discretion, restrict your access to your account and the Services and/or terminate your account with immediate effect and possibly without prior notice to you. In addition, we may decline the use of the property to you for any future meetings for any reason or for no reason.

Limitations of Liability

Waiver and Release of claims. To the extent permitted by law, you, on your own behalf and on behalf of your employees, agents, guests, and invitees, waive any and all claims and rights against us and our landlords at the Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "Farmington Co-Work Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet ("Claims") and release the Farmington Co-Work Parties.

We are not liable for the actions of other individuals. We do not control and are not responsible for the actions of other individuals or pets using the Services or at our Premises. You should be aware that other users or members may not be who they claim to be. We do not perform background checks on our users or members nor do we guarantee that our users' or members' profiles are accurate. We do not endorse, support or verify the facts, opinions or recommendations of our users

or members.

Limitation of Liability. To the extent permitted by law, the aggregate monetary liability of any of the Farmington Co-Work Parties to you or your employees, agents, guests or invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the total amounts paid by you to us under these Terms for the product or service from which the claim arose in the twelve (12) months prior to the claim arising. None of the Farmington Co-Work Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, or for the cost of any substitute goods, services or technology. You acknowledge and agree that you may not commence any action or proceeding against any of the Farmington Co-Work Parties, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.

For the avoidance of doubt, nothing in these Terms will exclude our liability for (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation or (c) any breach of any implied terms which cannot lawfully be excluded.

You agree to hold us harmless. You will indemnify and hold harmless the Farmington Co-Work Parties from and against any and all claims, liabilities, damages, and expenses ("Claims") including reasonable attorneys' fees, resulting from any breach of these Terms by you or your employees or guests, or your or their invitees or pets or any of your or their actions or omissions, and Farmington Co-Work will have sole control over the defense of any such Claims. You are responsible for the actions of and all damages caused by all persons and pets that you or your guests invite to enter any of the Premises.

You agree to cooperate with us. From time to time, we may investigate any actual, alleged or potential violations of these Terms. You agree to cooperate fully in any of these inquiries. You waive any and all rights against the Farmington Co-Work Parties and agree to hold them harmless in connection with any claims relating to any action taken by us as part of our investigation.

FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Notwithstanding anything to the contrary contained herein, neither party shall be liable for any

delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that Farmington Co-Work LLC has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that Farmington Co-Work LLC can not guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other members using Farmington Co-Work and their families.

I voluntarily seek the space provided by Farmington Co-Work LLC and acknowledge that I am increasing my risk of exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

I attest that:

* I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

* I have not traveled internationally within the last 14 days.

* I have not traveled to a highly impacted area within the United States of America in the last 14 days.

* I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

* I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.

* I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Farmington Co-Work LLC harmless from and waive on behalf of myself my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the Farmington Co-Work space, or that may otherwise arise

in any way in connection with any services received from Farmington Co-Work LLC. I understand that this release discharges Farmington Co-Work LLC from any liability or claim that I, my heirs, or any personal representatives may have against the co-working space with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Farmington Co-Work LLC. This liability waiver and release extends to Farmington Co-Work LLC together with all owners, partners, and employees.

What if some of these Terms are not enforceable? These Terms as well as our House Rules and any feature-specific guidelines, terms, or rules that may be posted or provided to you constitute the entire agreement between us regarding the Services and supersedes and merges any prior proposals, understandings, and contemporaneous communications. If any provision of these Terms and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are held to be unenforceable, then that provision is to be interpreted either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this paragraph, the rest of these Terms and/or any feature-specific guidelines, terms or rules that may be posted or provided to you are to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable. The failure of either party to enforce its rights under these Terms at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

By selecting the "I agree" button you agree that you are signing this agreement electronically and consent to be legally bound by the agreement's terms and conditions. You further consent to electronic delivery of any communication and documents except where specifically requested or required by law.

I HAVE READ THE FOREGOING CONTRACT/AGREEMENT, OR HAVE HAD IT READ TO ME BY MY/OUR LEGAL COUNSEL, OR HIS OR HER REPRESENTATIVE, AND I UNDERSTAND IT FULLY.

By selecting "I agree" button you agree that you are signing this agreement electronically and consent to be legally bound by the agreement's terms and conditions. You further consent to electronic delivery of any communication and documents except where specifically requested or required by law.

Do you agree to the above terms and conditions? *

Name *

First Name *

Last Name *

Send Response

This questionnaire is editable until job is booked.

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