

# Anderson CoWorks Facilities Rental Agreement

This Anderson CoWorks Facilities Rental Agreement (the “Agreement”) is entered into by and between the Board of Township Trustees (the “Board”) of Anderson Township (County of Hamilton), Ohio (the “Township”), and \_\_\_\_\_, whose address is \_\_\_\_\_ and whose email address is \_\_\_\_\_ (the “Renter” or “CoWorks Member”). This Agreement is effective as of \_\_\_\_\_ (the “Effective Date”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Board and the Renter, the Board and the Renter acknowledge and agree as follows:

## 1. Rental; Term

The Anderson CoWorks Facilities (“ACF”) are located on the ground floor of Anderson Center, 7850 Five Mile Road, Anderson Township, Ohio. The Board has authorized the rental of space within the ACF on the terms provided in this Agreement on a month to month basis. Available rental space in ACF is limited.

The Renter agrees to rent space within ACF at the rent per month (the “Rental Fee”) indicated below in accordance with the terms of this Agreement:

- “Senior Office Partner” Space - \$375 per month\*
- “Junior Office Partner” Space - \$175 per month\*
- “Associate” Space - \$125 per month\*

\* Anderson Township residents receive a 10% discount per month.

ACF space is rented on a month to month basis. This Agreement will automatically renew at the expiration of the month for the ensuing month, so long as the conditions provided in the Agreement have been met.

The Township reserves the right to terminate the Agreement at any time if the Township determines that the Renter has violated the terms and conditions of use of the ACF.

If Renter wishes to terminate the Agreement at the expiration of the then current monthly term, Renter agrees to give seven (7) days’ prior written notice to the Township c/o Steve Sievers, Assistant Township Administrator, 7850 Five Mile Road, Anderson Township, OH 45230.

The Agreement governs use of the ACF; verbal arrangements are not acceptable and any verbal agreements are not enforceable. The Board reserves the right to modify or change the terms of use of space within the ACF from time to time and at any time without prior notice; provided any modification or change to the terms of use will be posted in the ACF or manner available to CoWorks Members.

The Renter accepts the building and grounds of Anderson Center as they exist and agrees to restore the ACF rented by the CoWorks Member to the same condition as existed prior to the CoWorks Member's use.

## **2. Payment**

Payment of the monthly Rental Fee is due on the Effective Date and thereafter, on the first business day of the month before 12:00 p.m. The Rental Fee may be paid in cash or by check made payable to Anderson Township. Anderson Township accepts Visa and MasterCard credit cards as form of payment for Rental Fee payments and damage charges. An administrative fee of 3% will be added to the amount being charged on such credit cards per transaction.

Rental Fee payments received after 12:00 p.m. on the first business day of the month will require payment of an additional \$25 late payment fee. The Agreement will terminate immediately if payment is not received by the 10<sup>th</sup> day of the month.

A security deposit of \$150, payable by check or credit card (with processing fee) is required with the first month's rent. Upon terminating this agreement, if the Renter is in good standing with Anderson Township, has not damaged the space, and returned any applicable keys, the security depot will be refunded.

## **3. Lawful Use of Premises**

The Renter agrees not to use or occupy the ACF for unlawful purposes or to permit Renter's guests or invitees to use the ACF for unlawful purposes. The Renter agrees to conform to and abide by all laws and regulations of the Township regarding the ACF and the use thereof. Further, the Renter agrees to comply with all pertinent laws and regulations, whether local, state, or federal laws or regulations.

## **4. Hours of Use**

The ACF are open only during public operating hours of Anderson Center. These hours are Monday-Friday from 8am to 9pm, Saturdays from 9am to 9pm and Sundays from 9am to 6pm, unless otherwise posted on the Township's website. Hours are subject to change at the sole discretion of the Township, with notice

to CoWorks members. In addition, Anderson Center is closed on Township-observed Holidays. Notice of these closures will be provided to CoWorks member, but Renter is encouraged to contact Anderson Township for an annual list of these dates.

## **5. Building Alterations; Prohibited Materials**

All furniture and fixtures in the ACF is property of the Township and shall not be removed from the ACF space rented by the Renter. No items may be hung on walls, doors, glass, or ceilings without permission of the Township.

No open flames are permitted anywhere at any time in Anderson Center, including in the ACF. No helium-filled balloons are permitted. Equipment using propane or butane and gas filled tanks of any kind are prohibited at all times. Use of fireworks, sky lanterns, floating lanterns, Chinese floating lanterns or any similar device is strictly prohibited. Firearms of any kind are prohibited in Anderson Center. No Drugs allowed on property.

## **6. No Smoking**

Anderson Center facilities and grounds are designated NO SMOKING. This regulation is strictly enforced. Any violation may result in termination of this Agreement.

## **7. Facility Guidelines (Including Access; Surveillance; Clean-Up; Access of Guests; Signage etc.)**

Township staff will open and close/lock the ACF as Anderson Center is opened and closed to the public. All equipment, furniture, and furnishings provided by the Township must remain inside Anderson Center at all times.

Anderson Center, including the ACF, may be under video surveillance.

Unsatisfactory clean-up or damage to Township-owned equipment, furniture and furnishings or the ACF, as determined by Township staff, may result in an additional fee being charged to the Renter to cover the additional maintenance and repair expense to the Township.

Guests are permitted, but only when accompanied by the CoWorks Member and provided the guests comply with terms hereof. No Guest shall be permitted to use the ACF space subject to this Agreement. CoWorks Members must be mindful of others using the ACF and the Renter agrees not to interfere with or disrupt the work of others renting ACF space. CoWorks Members must also be mindful that Township staff and other tenants of Anderson Center are working

at Anderson Center and are entitled to quiet enjoyment of Anderson Center. The Renter shall refrain from engaging in the use of disturbing music, activities of guests, and like behavior that is disruptive to the work environment at Anderson Center.

All personal items shall be removed by the Renter from common areas of the ACF, including cubicles, conference room, common area, restroom, break room, and hallways at the close of business each day. Trash and debris must be placed in trash or recycling receptacles.

## **8. Parking**

Parking is available at Anderson Center on a first come, first served, basis, and CoWorks Members are asked to park in the lot to the east of Anderson Center, which is the parking area for Anderson Township staff and other Anderson Center tenants. There is no reserved parking for Renters or their guests. In most situations when a parking shortage is predicted on the Anderson Center site, a shuttle bus will be provided from the front door of Anderson Center to Anderson Center Station. Handicapped parking spaces are available on a first come, first served basis. The Township assumes no liability or responsibility whatsoever for damages to any vehicles or contents thereof.

## **9. Lost or Stolen Articles**

The Township is not responsible for any articles lost or stolen at Anderson Center or on Anderson Center grounds, including the ACF.

## **10. Emergency & Facility Assistance**

If an emergency should arise, a CoWorks Member should call 911. If a Hamilton County Sheriff's Deputy is required to respond in a non-emergency, please contact the Hamilton County Police Dispatcher at 513-825-2280 and describe the location and the nature of your request, or ask a Township staff member to do so. If Renter encounters any ACF-related problems, please speak with Township staff. The Township's Disaster Plan for Anderson Center will be distributed to renters and the Township will maintain a photo of all members on file for security purposes.

## **11. Authority**

Renter acknowledges that he/she is acting as an individual and will be individually liable under this Agreement.

**12. Disclaimer**

The Township does not endorse the purposes, activities or policies of any Renter or guest using facilities at Anderson Center, Anderson Center Station, Anderson Senior Center, or any other Township-owned facilities.

**13. Release, Hold Harmless, and Indemnification Agreement**

Renter hereby covenants and agrees that he/she releases, holds harmless, and indemnifies the Township, the Board and its officers, employees, agents, attorneys and assigns from any action, loss, claim, judgment, damage, or any amount owed by reason of any claim, loss, judgment, demand and/or action at law or in equity that may at any time be brought or made against any of them with the intent, or for the purpose of establishing or enforcing any claim related to, or arising from or on account of personal injuries, property damage or in any way related to the use of the Anderson Center, including ACF by the Renter. This hold harmless and indemnification specifically includes the payment of attorney’s fees and expenses necessarily incurred to defend against any and all actions or claims made. Renter acknowledges that he/she is not acting as an agent, representative, employee or contractor of or for the Township or the Board.

The undersigned acknowledges and certifies that he/she has reviewed the terms and conditions of this Agreement and agrees to be legally bound by this Agreement.

**RENTER:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Approved and accepted by:

**BOARD OF TOWNSHIP TRUSTEES OF ANDERSON TOWNSHIP, OHIO:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_