

First Presbyterian Taos Co-Work Application and Agreement

Name: _____ Company/Industry: _____

Phone: _____ Email: _____

Mailing Address: _____

☐ Daily (\$20/day)

☐ Monthly (\$100/mo)

Start Date: _____

Planned time in office: _____

Description of proposed work to occur: _____

Expected need for printer, copier, scanner, other office equipment: _____

To apply, please submit this signed agreement, including signed indemnification form and proof of business liability insurance, and a photo ID and resume of the co-worker(s) to churchoffice@FirstPresbyterianTaos.com . All applications received must be approved by the Session, which meets on the 3rd Thursday of each month, unless otherwise arranged.

Session considerations for approval include space availability and likelihood that proposed work will not hinder other church activities. The church does not discriminate on the basis of race, gender, religion, age, disability or sexual orientation, except no person under age 18 will be approved.

I am authorized to sign and do agree to the terms & conditions of this Co-Work Agreement.

Co-worker signature & date

First Presbyterian Church signature & date

TERMS & CONDITIONS

1. Definitions.

- a. "Main premises" means the church property at 215 Paseo Del Pueblo Norte, Taos, NM.
 - b. "Office space" means the workspace location as described here.
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- c. "Start date" means the start date on the form above.
- d. "First Presbyterian Church of Taos", "we" or "us" means First Presbyterian Church of Taos.
- e. "You" means the individual or company listed on the co-work agreement.

2. Benefits of Membership

- a. **Services.** First Presbyterian Church of Taos will use commercially reasonable efforts to provide you with the services described below.
 - i. Non-exclusive access to the Office Space
 - ii. Regular custodial maintenance of the Office Space based on normal wear and tear
 - iii. Furnishings for the office space
 - iv. Access to and use of the shared internet connection and electric outlets
 - v. Use of printers, copiers and/or scanners. Co-workers who print or copy more than 10 pages per day agree to furnish their own paper.
 - vi. Use of conference rooms, subject to availability and prior reservation.
 - vii. Heat in the Office Space during Regular Business Hours on Regular Business Days.
 - viii. Access to shared kitchen, refrigerator, sink, microwave and coffee maker.
 - ix. Use of the church address for shipments; however, co-worker is responsible for receiving any shipments and the church is not responsible for any shipments that are not received by co-worker.
- b. **Business Hours/Days.** "Regular Business Hours" are generally from 8 a.m. – 5 p.m. Mountain Time. "Regular Business Days" are all weekdays, except local bank/government holidays and up to three other days of which we will inform you. Church administrator hours are Tues-Thurs from 10 a.m. – 3 p.m. The pastor may be in the office on Mondays, as well. No church staff are in the office on Fridays.
- c. **Our Reserved Rights.** We are entitled to access your Office Space, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other purposes.

3. Membership Fees and Payments

- a. **Security Deposit.** A \$100 security deposit will be due upon signing of the co-work agreement. The deposit will be returned within 30 days upon written notice of conclusion of the co-work arrangement.
- b. **Fee.** Fee of \$20/day or \$100/month is due in advance of occupancy. Payment can be made by check or cash or online at <https://firstpresbyteriantaos.com/>. Recurring monthly fees are due no later than the 5th of each month.
- c. **Print/copy.** Co-workers who print or copy more than 10 pages per day agree to pay an additional 5 cents per page.
- d. **Invoices** – Invoices are available upon request.

4. Term & Termination.

- a. This agreement will be effective when signed by both parties and relevant fee has been received. Unless otherwise agreed, this Agreement shall continue on a month-to-month basis.
- b. Either party may terminate this agreement for any reason after giving 30 days notice in writing to the other at your email address on this agreement. The church email for termination is churchoffice@FirstPresbyterianTaos.com
- c. Prior to termination of this agreement, you will remove all of your property from the Office Space and Premises. After providing you with 30 days notice, we will be entitled to dispose of any property remaining on Premises and you waive any claims or demands regarding such property.
- d. If you are determined by us to have engaged in significant offensive conduct, we reserve the right to terminate the agreement immediately and require that all of your property be removed immediately.

5. House Rules

- a. **You acknowledge and agree that:**
 - i. You will not disclose your confidential door security code
 - ii. You will promptly notify us of any change to your contact information
 - iii. We will provide notice to you of any changes to services, fees or other updates by email to the email addresses provided by you. It is your responsibility to reach such emails.
 - iv. You may not make any alternations or installations of additional design elements and furniture in the Office Space without prior consultation and approval by us.
 - v. You are responsible for any damage to buildings, property and grounds caused by you.
 - vi. You have no expectation of privacy or security with respect to our internet connection.

vii. You will notify the church administrator of any issues or questions.

b. No Co-Worker will:

- i. Smoke, vape or drink alcohol on church premises.
- ii. Perform any activity that is reasonably likely to be disruptive or dangerous to anyone on Premises
- iii. Conduct or pursue any activities that are illegal or generally regarded as offensive, either in person or on-line.
- iv. Take, copy or use for any purpose the name First Presbyterian Church of Taos other than as your co-work location
- v. Flush anything other than toilet paper down the toilet
- vi. Bring non-service animals into the Office Space

Indemnification Form

Please read this carefully. In using the First Presbyterian Church of Taos facilities you and your organization will be waiving and releasing all claims for injuries that you or your participants might sustain.

Acknowledgement of risk of injury clause:

"As a participant I, and the group that I represent, acknowledge that there are certain risks of physical injury and I/we agree to assume the full risk of any injuries, including death, damages or loss which I/we may sustain as a result of participating in any and all activities connected with or associated with such program."

Waiver of claim for injury clause:

"I/we agree to discharge waive and relinquish the First Presbyterian Church of Taos and its officers, agents, and employees from any and all claims from injuries, including death, damage or loss which I/we may have or which may accrue to me/us on account of our participation in the program."

Indemnity and defense clause:

"I/we agree to indemnify and hold harmless and defend the First Presbyterian Church of Taos and its officers, agents, and employees from any and all claims resulting from injuries, including death, damages and losses sustained by me/us and arising out of, connected with, or in any way associated with the activities of the program and further agree to reimburse and pay the First Presbyterian Church of Taos' attorney fees for defending any action that may be filed against the First Presbyterian Church of Taos by a member or participant in the group."

I have read and fully understand the above indemnification agreement.

Organization/ CompanyName: _____

Officer Name: _____ **Officer Signature** _____

Date: _____

All applications received need to be approved by the Session, which meets on the 3rd Thursday of each month, unless otherwise arranged. Fees including deposits and other costs are charged to you, the applicant organization or person. The cost of any damages will be determined by the Session. You, the signer of this application, need to be over 21 years of age and agree to be in charge of the activities. You, the signer, agree to the terms and conditions attached and to keep to the use described on this application. You agree to be personally responsible for the payment of any fees and for damage to the property, including plumbing, other than the normal wear/tear from the facility use. When you sign this document, you also agree to make sure that the smoke-free and drug-free policies of the First Presbyterian Church of Taos are enforced.