

Business Recovery Workspace

Provided by Asheville Area Chamber of Commerce

Sponsored by Lenoir-Rhyne University

The Business Recovery Workspace (Workspace) is a group of classrooms and offices on the 2nd floor of the Lenoir-Rhyne University School of Graduate Studies campus located at 36 Montford Avenue in Asheville, NC, that is managed by the Asheville Area Chamber of Commerce. The Workspace provides Western North Carolina business owners and employees, whose normal office space is unusable because of Hurricane Helene, with a space to work free of charge until December 31, 2024.

Visitor Registration

Name: _____

Business Name: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____

Phone #: _____

Type of Business: _____

How did you hear about us? _____

May we contact you about information related to business recovery and the benefits of membership at the Chamber of Commerce? (circle one) Y or N

House Rules

The following house rules are in place to create a comfortable, clean and quiet work environment for all users and if you fail to follow the house rules, you will lose the right to come to or work in the space.

- Open hours are from 9 a.m. to 5 p.m., Monday through Friday.
- Specific workspaces in the classrooms and offices cannot be reserved and are available daily on a first come, first served basis. A maximum of 70 people can be in the Workspace at any time. First-time users are required to read and sign the Terms of Use agreement. When users arrive, they will be lent a key card granting access to the space. **Users must return the key card when they are finished working for the day.**
- Please share all available rooms, including office rooms, with other users.
- Like many places in Asheville, the Workspace does not have water. Users must use the portable bathrooms in the parking lot and may not use the interior restrooms. Hand Sanitizer will be provided.
- A wireless internet connection suitable for video conferencing will be provided.
- Computers are not provided; users must bring their own computers.
- Printing & faxing services are not available.
- We ask you to respect all property in the Workspace. Workspace users are prohibited from bringing in outside furniture and from placing posters or other notifications on workspace walls. Workspace users will be held responsible for damage to furniture and fixtures that arises out of negligence.
- Because space is limited, only those granted key cards are allowed in the workspace. Clients, family and friends are not allowed. If you need to meet with someone who does not have a key card, please do so in the common area on the first floor of the Visitor Center or outside the building.
- For safety reasons, candles are prohibited and smoking and vaping inside the Workspace is not allowed.
- There is not a designated conference room for meetings, presentations or calls. If you need to conduct such an activity, you are encouraged to arrive early and work in one of the offices that afford a greater level of privacy than the classrooms.

- While cleanliness is very important in the Workspace, eating and drinking is allowed. You may use the refrigerator in the breakroom, and you may eat and drink in the Workspace. Everyone is responsible for keeping the breakroom and their surroundings tidy and clean. If you observe anything that needs cleaning beyond what can be cleaned with a disinfecting wipe, please notify Chamber staff immediately. Everyone should clean their desk and take care of their garbage once they have finished working for the day. Disinfecting wipes are kept throughout the Workspace, please use them and ask if there is something you need. At the end of the week, the refrigerator will be cleaned out. Please take anything out by the end of Friday otherwise it will be disposed of.
- The Workspace is a shared working environment so everyone should do their best to maintain a quiet working atmosphere. Please use headphones for music.
- When speaking on the phone, please adjust the volume of your voice. Use headphones for video calls and conferences. If your phone call might significantly disrupt other people, please make your call outside the Workspace. We suggest you put your cell phone on vibrate mode to prevent disturbing others and do not use speakerphone.
- Tables will be wiped down and garbage taken out each day before the Workspace opens.

If you have any questions about the House Rules, please ask!

Terms of Use

1. Acceptance of Terms.

The services the Business Recovery Workspace, Lenoir-Rhyne University, and Asheville Area Chamber of Commerce, (collective referred to in the Terms of Use as “Workspace”) provide 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”).

Workspace reserves the right to update the TOU at any time.

2. Description of Services.

The Workspace may provide you with access to office space, work stations, internet access, conference space, knowledge resources, and other services as the Workspace 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 any of The Workspace's servers, or the network(s) connected to any of The Workspace's 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 of The Workspace's 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 in 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 Workspace 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 or other guidelines which may be applicable for any particular Service;
- 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. The Workspace always reserves the right to disclose any information about you, your participation in and use of the Services as the Workspace 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 Workspace'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 Workspace, 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 Workspace, any analyses, compilations, studies or other documents prepared by the Workspace 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 Confidential Information in any way directly or indirectly detrimental to the Workspace, or any participant or user of the Services.
- c. All Confidential Information remains the sole and exclusive property of the Workspace 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 Workspace, 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 Workspace 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 Workspace 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 Workspace 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 Workspace, and even if the Workspace 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. Personal Property.

If you leave any personal property in the Workspace, the Workspace 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 shall not be held liable or responsible for any theft, breakage or damage to any personal property left at the Workspace's premises. If personal property is left at premises for more than 30 days without the Workspace's consent, then personal property will be considered abandoned and the Workspace shall have rights to dispose of the personal property.

11. 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 Workspace 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.

12. Termination.

The Workspace reserves the right to terminate any Service at any time. The Workspace 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.

13. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless the Workspace 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 Workspace 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.

I hereby acknowledge that I have read, understood and will abide by the House Rules. I hereby acknowledge that I have read and understood all of the terms and conditions contained in TOU and further agree to be bound to the TOU regarding my participation in and use of the Services. I understand that the Business Recovery Workspace is a place for business owners and employees to work and I agree to use my time in the Workspace for work activities.

Signature: _____

Date: _____

Name (Printed): _____