

STUDIO 12

**A workspace community for entrepreneurs, creative professionals, coders,
independent consultants, freelancers and remote workers**

What Is Coworking?

Coworking is a working environment that is designed to promote collaboration and community.

Coworking is a working environment that is designed to promote collaboration and community. You'll find these shared workspaces all over the world.

Entrepreneurs, creative professionals, coders, independent consultants, freelancers, and business owners that may have traditionally worked from home are now finding the benefits of coworking spaces designed to foster collaboration.

Organizations of all sizes see coworking spaces as community hubs of entrepreneurship beyond simply providing physical spaces for people to work and meet. These spaces typically become the first choice location for small group meetups, offsite retreats, and events that promote innovation and entrepreneurship.

Amenities in these spaces include desks and chairs, comfortable seating, conference rooms, printers, and more. But don't get hung up on the amenities. The true value of a good working space is the community itself. You probably have dozens of smart, driven people around who have different skills than you and that network becomes instantly valuable.

Expect community events in these spaces. Coworking spaces typically become the first choice location for meetups, offsite retreats, and events that promote innovation and entrepreneurship.

Perks of Studio 12:

- Be surrounded by brilliant and genuine entrepreneurs, innovators and creatives
- Get the feeling you belong and have found your tribe
- Work side-by-side with some of the top social and business innovators
- Know first about the cutting-edge companies and initiatives coming to the region
- Find people who will push you out of your comfort zone
- Get inspiration and resources to help you lead your own initiatives
- Make friends with other risk-takers, innovators, and co-conspirators
- Stay connected through the community newsletter and events
- Get free and discounted access to workshops and speakers
- Access the Coworking & Collaboration Space and its amenities:
- Brand new, productive and inspiring shared workspace in the heart of Estherville
- Up to 20mpbs Internet
- Meeting space and conference rooms
- Cafe and kitchen access

Coworking spaces in Iowa



WESTERN IOWA

[Springboard Coworking](#), Sioux City

[StartupCity Spencer](#), Spencer

[Studio 12](#), Estherville

[The Port at Iowa Western Community College](#), Council Bluffs

CENTRAL IOWA



[Gravitate Coworking](#), Des Moines

[Gigacenter](#), Baxter

[Gigacenter](#), State Center

[Pop Up Coworking](#), Ames

[inTANDEM](#), Webster City

EASTERN IOWA



[Vault Coworking & Collaboration Space](#), Cedar Rapids

[The Dostal House](#), Cedar Rapids

[MERGE](#), Iowa City

[CoLab](#), North Liberty

[CoLab](#), Coralville

[CoLab](#), Fairfield

[The Millrace](#), Cedar Falls

[Open Decorah](#), Decorah

[StartUp Dubuque](#), Dubuque

[coworkQC](#), Davenport

Member Agreement

What is this?

This is our Member Agreement, or basically, what members of Studio 12 agree to when they use our space. It's both a legal document and goes over some of the finicky ground rules we've learned. Last revised: November 16, 2017.

The Member Agreement

Studio 12 was created by its co-founders ("co-founders") to foster and support a coworking community at 12 South 6th St, Estherville, Iowa by providing its members with space, tables, phone rooms, chairs, trash cans, Internet connectivity, a collaborative community, and other resources and stuff (such services, the "Cowork Stuff"). By joining Studio 12, our members agree to certain rules for our community ("Rules of Studio 12," "Rules"). The goal of a community such as Studio 12 is to help each of us work hard, so we should be considerate of each other, play well together, follow the Rules of Studio 12. If one of us doesn't follow the Rules, it affects all of us and Studio 12, and as a condition to membership, we each agree to abide by this Agreement ("Agreement").

Any questions about this Agreement, the Anti-Harassment Policy, or any rules not covered here, should be addressed by email to Lyle Hevern at L.Hevern@CityofEstherville.org. Otherwise, here are the Rules of Studio 12, which all members, including you, agree to:

1. Conduct

Behave well and treat others the way you would want to be treated. Keep in mind that people who are annoyed or offended may not tell you so directly, but instead engage less with Studio 12, which hurts everybody.

At the co-founders' discretion, or upon notice from other members, disruptive or abusive language or behavior will result in a warning and a mark against your membership (a "strike"). On the third strike, your membership will be revoked. Your membership may be revoked prior to the third strike upon the sole discretion of the co-founders.

These are the general rules we ask you to abide by:

- a. Indoor voice.** We are all trying to get work done, so try to be mindful and respectful of others' attention and time. Generally, if someone has their headphones on, please respect their privacy (that's the most important rule we have). Cowork is not a library, and collaboration is encouraged, but this is a workplace, first and foremost.
- b. Phone calls.** If you have a phone call and it will last just a minute or two, feel free to take it in the common areas. If you are going to be on the phone for more than that, please use the podcast room or conference room. We want you and your fellow Coworkers to have some privacy and avoid the mental oddity of hearing half of a conversation.
 - i. Some exceptions can be made, such as for those working in support jobs, where an occasional and not very talkative phone call of 5-10 minutes is necessary. We ask, however, that you keep your voice quiet, and, if you know that a call will persist for more than 5 minutes or be especially talkative, you take the call into a phone room.
- c. Harassment.** We have zero tolerance for harassing our members or guests of Studio 12. Members or guests violating the Anti-Harassment Policy will be sanctioned or expelled from the space or the event at the discretion of the co-founders.

- d. **Guests.** Feel free to invite friends or guests for lunch, a quick meeting, or just to say hello. However, if your guest is going to be here for more than an hour we would ask that they pay for a daily pass. Guests are required to adhere to the Rules of Studio 12.
- e. **Desk use.** Every desk at Studio 12 is for the community.
 - i. **Shared Desks.** A shared desk is a desk that you're able to use during your work session, but when you leave for the day, you need to take everything with you so that someone else can use it. Please do not leave property on the desks or around the desks when you will not be working there that day. Take home what you bring in, or arrange with the co-founders for storage in an out-of-the-way area. Every evening and/or morning the desks will be cleared of items, which will be deposited in an area for collection. Leaving items on desks despite notice will result in a strike.
 - ii. **Reserved Desks.** Reserved desks are yours to use indefinitely. If you have monitors or equipment, a reserved desk is strongly recommended. Even though reserved desks are for your use exclusively, please keep them neat and tidy. Studio 12 is a cool space and slobos are not cool. Papers about are fine; empty pop cans and food wrappers are not.
- f. **Refrigerator.** The refrigerator is primarily for storing that day's food, beverages, and some occasional leftovers from events. As a general policy, food that is older than one week and taking up space will be thrown out. Containers or food left in the refrigerator may be thrown out at any time at the discretion of the co-founders. Labeling your food will help us at least give you a heads up.
- g. **Alcohol policy.** It is fine to relax with a nice drink, but please don't do it before 5 p.m. We do not tolerate intoxication at the space. Be mindful, too, that your "quitting time" does not match up with everybody else's schedule.
- h. **Overnight use.** We understand that our members may need to pull a late night of work every now and again. However, under no circumstances is sleeping at the space overnight allowed.
- i. **Heat & air conditioning.** We set the heat and air conditioning on a schedule that makes sense for most people. Please do not raise or lower the temperature more than 3 degrees. If the heat or air conditioning do not seem to be working, please notify a Studio 12 founder.
- j. **Locks.** The doors are automatically locked most of the time. Do not do anything to allow the doors to be unlocked for any notable length of time. If you believe the doors are not locked when you leave the space, it is your duty to notify a Studio 12 cofounder of the situation.

2. Community

Believe in yourself, believe in others, and especially believe in the collaborative power of the Studio 12 community. Network. Collaborate. Work hard. Have fun. Improve Studio 12 for all. Give input to make Studio 12 better. And if this isn't your sort of thing, see 1. Conduct.

3. Environmental Stewardship

Studio 12 values responsible recycling in all possible forms. This includes disposing of refuse that could present dangers through the contamination and pollution of the environment. These forms of hazardous waste require special disposal techniques to make them harmless or less dangerous. This policy herein mandates that refuse in question be disposed of accordingly; this includes items that may pose a threat to human health or the environment. Such items should not be thrown away with general municipal waste (e.g. printer cartridges, certain batteries, CFL bulbs, etc). Do your best to dispose of such waste accordingly, and when in doubt, check with a Studio 12 cofounder.

4. Changes

We will do our best to notify members of changes to the Rules and this agreement. We will strive to keep an up-to-date copy of this agreement on Studio 12's website.

5. Fees

We collect fees for memberships through (mostly) automatic credit card billing. If you believe you have been billed in error, you should contact the co-founders before disputing the charge with your card company (they are usually easy to solve). You are expected to pay for services up front; Studio 12 cannot maintain a "tab" for you.

- a. Shared Desks:** \$50 per month for part-time use (up to 10 days of use each month), and \$100 per month for full-time use.
- b. Reserved Desks:** \$200 per month for full-time use

6. Termination

See section 1. Conduct for reference to what actions could lead to termination of your Studio 12 membership. Beyond those day-to-day rules, you agree not to use Studio 12 for any purpose that is unlawful, prohibited, or that could damage, disable or impair any of the Studio 12 Stuff, or keep other members from using the Studio 12 Stuff, or that would hurt Studio 12 as an ongoing business. This also means you won't attempt to gain access to any computer systems or networks of Studio 12 (beyond general web access), or attempt to obtain any materials or information not intentionally made available to all Studio 12 members. If you attempt to do any of these bad things, then forget about the three strikes under Rules of Studio 12 No. 1, as your membership may be terminated immediately with notice from Studio 12.

7. Connections

You also agree not to use Studio 12 or Studio 12 Stuff in connection with:

- a.** Contests, pyramid schemes, chain letters, junk email, spamming or similar annoying behavior.
- b.** Defaming, abusing, harassing, threatening or otherwise violating the legal rights (such as privacy and publicity) of others.
- c.** Posting, distributing or disseminating inappropriate, profane, defamatory, obscene, indecent, or unlawful material or information.
- d.** Uploading, reproducing, using, performing or otherwise making available, images, software or other material or information which infringes another's rights, or is protected by intellectual property laws where you don't own or license such rights.
- e.** Uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage the computers or property of Studio 12 or another member.

8. Confidences

You acknowledge that during your membership in Studio 12, you are going to be exposed to Studio 12 Confidences. "Studio 12 Confidences" means information (such as business information, trade secrets, technology, customers and prospects, and other secret stuff) disclosed by Studio 12 or by other members of Studio 12 (including through your keen observation) that is confidential or proprietary in nature and simply just not known by others. It's plain and simple - you agree to keep confidential and not to disclose or use Studio 12 Confidences, you understand that they remain the exclusive property of whomever disclosed them, and you don't acquire any rights to such Studio 12 Confidences.

9. Complaints

Please don't make defamatory or disparaging comments about Studio 12 or other members. Frankly, if you don't have anything good to say, then keep it to yourself or let us know about it. We can probably fix it or at least talk about it.

10. Liability

Neither Studio 12 nor its members will assume any liability to you with respect to your access to, participation in, use of Studio 12 or Studio 12 Services, or any loss of information or other property resulting from such participation or use. Basically, if you leave stuff here and it disappears, we are not liable (but we will certainly look into how it happened and work to prevent such losses).

Studio 12 will not assume liability for damages or injuries to clients, guests, or other parties that members may invite to the Studio 12 space. We would be glad to put you in touch with our insurance agent about a general liability policy, if this is of particular concern.

11. Disclaimer

Legal types ask that the following sections be CAPITALIZED, which means you're really supposed to pay attention (frankly, you're supposed to pay attention to ALL these Rules of Cowork). Here goes:

- a. STUDIO 12 PROVIDES STUDIO 12 SERVICES "AS IS" AS A SERVICE AND NOT AS A LEASE OF REAL PROPERTY, AND DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TO THE EXTENT PERMITTED BY LAW. OH YEAH, THERE IS ALSO NO WARRANTY OF TITLE, QUIET ENJOYMENT OR POSSESSION. THE ENTIRE RISK OF PARTICIPATING IN OR USING STUDIO 12 SERVICES, REMAINS WITH YOU. THAT'S USUALLY THE DEAL, YOU KNOW?
- b. IN NO EVENT SHALL STUDIO 12 OR ITS AGENTS, OWNERS, MEMBERS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST 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 LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO STUDIO 12 SERVICES OR OTHERWISE, TO THE EXTENT PERMITTED BY LAW.

12. Indemnification

Besides all that CAPITALIZED stuff in 11. Disclaimer, you also release, and agree to indemnify, defend and save harmless Studio 12, its agents, owners, members and employees, from and against all claims, liabilities, losses, damages, expenses, judgments, fines and penalties based on or arising out of your negligent actions, errors and omissions, willful misconduct or fraud, breach or violation of the Rules of Studio 12 or otherwise suffered in connection with your participation in Studio 12 or use of Studio 12 Services.

13. Consent

You are near the end, so keep your pace up. Take note that you can't assign this Agreement without the prior written consent of Studio 12. Since Studio 12 is situated in the City of Estherville, we all agree that the law of the great State of Iowa governs this Agreement. And we further agree that exclusive jurisdiction and venue for all purposes under this Agreement shall be in Estherville, Iowa and everybody consents to such jurisdiction and venue. Finally, in the highly unlikely event that any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect to the fullest extent permitted by law.

Believe it or not, I acknowledge that I have stayed awake, read and even understand this Agreement and the Rules of Studio 12. Further, I agree to be bound by this Agreement and the Rules of Studio 12 regarding my participation in Studio 12 and the use of Studio 12 Services.

Member Name: _____

Email: _____ Mobile Phone: _____

Business Name (if any): _____

Website: _____

Member Residential Address: _____

City/State/Zip: _____

Emergency Contact: _____

Email: _____ Mobile Phone: _____

Use of Social Media:  ___ Yes ___ No  ___ Yes ___ No  ___ Yes ___ No

Do you have a business plan? ___ Yes ___ No

Business Description:

Membership Type: ___ Part-time Shared Desk ___ Full-time Shared Desk ___ Reserved Desk

Member signature Date Submitted: _____

Credit Card Number Expiration Date

Studio 12 Founder Signature Date Accepted: _____