



KULEANA.*work*

## Kuleana.work Member Agreement

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By paying for any tier of Membership, volunteering, or being in the kuleana.work coworking space you agree to the terms of this doc. You should definitely read it through, at least once.

**These terms might change without prior notice; an up-to-date copy of this agreement will always be next to the printer in the open area. You can also find the latest copy at kuleana.work in the footer.**

Kuleana.work provides members ( that's you ) with flexible daily, weekly, or month-to-month membership options. We do not use the terms *lease*, *tenant*, or *landlord* because we are not leasing space. All membership options can be terminated without notice or reason by either Kuleana.work or the member.

## Section 01: Kuleana.work

*Kuleana* is a Hawaiian word that loosely means *responsibility felt for helping one's brother or sister*. It is often used when describing the idea of helping out others to make the community better for everyone, so in that spirit we've created these guidelines to make sure everyone feels at home and understands how we see things.

While we're not going to make you swear on a stack of sacred texts, we do ask you to promise to hold these same values and be cool.

Our membership tiers and pricing are works in progress, and might change with no notice. We'll try to avoid this.

We distinguish between Day/Weekly Pass Members and Monthly Members. When we use the term "Monthly" Member we're referring to any Membership that is charged on a monthly basis.

## Section 02: Show Aloha

In consideration of use of the Kuleana.work hale, make a small promise to welcome other members and their guests with aloha.

This could sometimes include: offering a quick intro and tour ( no microphone or backward walking required ) if you see someone poke their head into the space. Please treat people like they're in your home: don't ignore them. Show them around or ask how their day was, and if you don't know what they do when they're working here, then ask. If someone looks lost, point them in the right direction.

## Section 03: Opening and Closing

**First in** - You might be the first one in, before our Community Manager is there. Or you might come in late after all the lights have been turned out and the air conditioning turned off. If you're the first one in, please feel free to make some coffee. Turn on all the lights, the switches are in random locations, but usually near doors.

**Last out** - It could be that you're the only one left in the place at night. The Community Manager might swing by to close up but if you happen to be the last one out, please turn off all the lights. Check the doors to make sure they're shut and locked. Thank you in advance.

For Day Pass and Weekly Pass Members, we open at 8am and close at 6pm Monday-Friday unless other arrangements are made in advance. Monthly Members have 24/7 access to the space.

#### Section 04: Parking

Clearly, parking is an issue here. Please park somewhere other than the parking lot from 9-5pm. There is street parking, alternative parking along Hardy Street and in the lot in back of Ace Hardware to the south. We're looking at solutions to this, but until then please get a few steps in.

#### Section 05: Space Cleanliness

The staff gives the place a once-over in the evening. They do:

- clean and vacuum the common work areas
- clean and vacuum the meeting spaces

The staff does NOT:

- clean the dirty cups, mugs, or dishes
- clean offices or designated desks

As Kuleana.work Members we have to take care of some things ourselves.

- **Dishes** Please wash, dry, and put away your cups, mugs, dishes, and silverware.
- **Guests** We know you're going to have guests from time to time, we encourage that, but please make sure to clean up after them.
- **The Trash** If the trash is super full prior to the evening cleaning, feel free to take it out, or definitely mention it to a staff member; you're part of our family and we want you to feel empowered within the space. There's a dumpster located in the northwest corner of the parking lot.
- **The Fridge** There is a roll of masking tape and a Sharpie on top of the fridge. Each Friday afternoon the fridge is cleaned out. If something is not *clearly* marked with a piece of tape and a name, it will be tossed at the end of the week, along with its container. No exceptions.
- **Vaping** Don't do it. But if you must, please take it outside and away from the door(s). No vaping in the meeting spaces, phone rooms, kitchen, or any other communal space inside Kuleana.work. You think people won't be able to tell, but we all can.

Please let a staff member know about any spills, messes, or icky whatever. Please put your trash in a trash bin.

## **Section 06: Space Access**

For Monthly members our space is available 24/7; during the on boarding process, you'll get either a code or an entry dongle giving you access to the space whenever you need it.

For Weekly members, come to the space and meet with us after you sign up, and we'll give you a code that will work for the week.

For people purchasing a Day Pass or Weekly Pass you'll need to arrive at the space when a manager is working After about 8am. This might vary a bit but we'll try to be very consistent. You can stay until 6pm unless you make other arrangements ahead of time.

Dedicated Desk, Office Members, and individuals renting the Seminar Space may leave items in the space overnight in their areas, everyone else must bring all their items with them when they leave. Food in the refrigerator is an exception, as detailed elsewhere in this doc.

## **Section 07: Meeting Space**

We consider the conference room with the door and frosted glass showing orchids and the seminar room with carpet and yellow walls to be regulated amenities and resources. If you use the conference room for more than a few moments, you're expected to book it with one of your allotted hours. A Monthly Member can check a room's schedule online ( under "Resources," the conference room is called "Sand" and the seminar space is called "Sky" ) , or you can ask a staff member.

Each membership level is allocated a specified amount of time to be put toward any of the available rooms. Unused blocks of time don't carry over month-to-month; they simply vanish like dust in the wind. If your membership is renewed, automatically or otherwise, you will receive a new allotment of hours for that period.

You can have up to 10 others in the conference room with you. You must be in the space with them; leaving for a bio break or a few minutes to grab coffee at Ha is fine. If you leave the premises all of your attendees must depart with you.

Meeting Space Hours allotted per membership level

- Weekly – 1 hour that week ( please see a manager to schedule this time )
- Nightly - 4 hours monthly
- Monthly - 5 hours monthly
- Dedicated – 10 hours monthly
- Office – 15 hours monthly
- Kauai Corporate – 6 hours monthly
- Visiting Corporate – as arranged

### **Day Pass/Weekly Pass holders and the conference room**

- The Day Pass itself is \$25 You need a Day Pass to be able to rent conference room time, as the Day Pass doesn't come with any conference room time.
- You can rent the conference room when open and unreserved. Day Pass/Weekly people can rent the conference room for \$20/hr
- If you do rent the conference room it's yours for as many hours as you paid for up front. You can rent for additional hours if it's not reserved.
- You can pay as you go, but you pay for the next hour as your start. The first hour is \$20 up front. One hour and one minute later you owe \$20 for the next hour, and so on. There are no refunds if you leave before the time you've paid for, and a Monthly member can reserve it for any time it's not already paid for.

**Canceling a reserved booking** Cancellations should be made 12 hours in advance of your reserved start time. Failure to do so will result in the loss of the booked hours in your allotment.

**Buying more hours** If you have used your allotted time you can purchase additional meeting space hours at \$10 an hour. Day/Weekly Pass people pay \$20/hr.

**Guaranteed availability** We do not guarantee meeting space availability. With that said, we will always do our best to find an accommodation for you if the calendar looks full.

**Phone Booths** are for making phone calls, video calls, or chilling out for a few minutes. Please be courteous and show aloha, here. They are *not* a valid place to camp; please don't do this.

### **Section 8: Internet Access**

We have blazing fast member-only logged-in Wi-Fi at Kuleana.work. Our expectation is that it's always up. Access is for our members and we rotate the password on a ( mostly )

daily basis; please don't share this. It'll be written on the main whiteboard in the open area.

We do everything possible to provide the best Internet speeds. Due to forces outside of our control we occasionally have outages. We do not provide refunds or compensate members in any way for Internet downtime caused by Internet service providers.

### **Section 9: Printing**

We have a Brother MFC printer/scanner/fax for your free use. Members have access via the wifi network to print documents. Most computers connected to the Kuleana.work wifi network "see" the printer automatically. If yours does not, ask a staff member for some help. We're probably not experts with your laptop, but we can try. We can't guarantee your device will access the printer, but we haven't seen any serious issues yet.

We provide a black & white toner and printing paper. This is to be used for small printing jobs; please don't print your next novel, here. We get along well with The Inkspot print shop a block south, please consider them for your bigger print jobs.

### **Section 10: Communication**

Right now if you're not at the space the best way to get ahold of us is via Slack, as all of the staff is on our channel. Our server is [kuleanawork.slack.com](https://kuleanawork.slack.com) You should have received a Slack invite shortly after you purchased your Monthly Membership. As an alternative you may text or call 808-631-7493, though availability will vary.

### **Section 11: Office Space Stipulation**

When you sign up for a Monthly Office membership, your privacy is very important to us. However, the Kuleana.work staff reserves the right to enter your office unannounced at any time for safety, legal, or ( our ) lease-related reasons.

### **Section 12: Space Sharing**

Please show respect for others using the space. Some people are Chatty Cathys and some are Silent Sals. Neither of these are wrong ways to be. While this is your home please be conscious of your neighbor's work habits.

If they have their headphones on then please send them a digital message before you bother them in person - it may disrupt their workflow.

For you headphoners, if someone is having a conversation near you and it's bothering you feel free to move somewhere more secluded or politely asked them to keep it down – book the conference room for a little bit or hop into one of our quiet phone booths.

We expect people should be able to have subdued conversations in the open areas. Having prolonged phone or video conversations at normal, can-you-hear-me-now volume is not cool; please use a phone booth for those kinds of convos.

Be thoughtful and mindful of what you share openly in the space.

Please take up only one “space.” If you're spread out over more than one space it denies someone else the chance to sit in what should be a free space. The coworking space might be empty when you get there and spread out, but might fill as time goes on so please be mindful of your use of space.

Keep in mind you share this space with others – it is not your living room.

**Things that are not appropriate:** speaker phone or open laptop speaker use in the open workspace. This includes conversation and your own music playing.

### Section 13: Guests & Kids

You're welcome to bring guests to join you at Kuleana.work. The following restrictions apply:

- Day Pass people are allowed one guest at a time
- Monthly Members have more leeway; this is meant for occasional guests or client meetings. If you're having a meeting with several people you should book the conference room or use one of the collaborations spaces: the kitchenette or the War Room.
- The Community Manager or desk attendant working when your guest arrives needs to know your guest is here, and when they leave. Please make sure to have your guests sign in at the front desk
- You, the Member, must be in the space at all times with your guest(s). They need to abide by all the same things you do in the Member Agreement. You're responsible for them at all times, of course.
- You can have up to 10 other people with you in the conference room. Everyone in your meeting must abide by the Member Agreement, and you are responsible for all the attendees.
- Our Guest policy should not be interpreted as 2-for-1. We want Members to be able to have guests for visits, client meetings, and so on. If you're working with a

long term “guest” such as a friend or spouse over multiple visits, that person should buy their own Pass/Membership.

**Kids** – your kids count as guest and must be quiet, seated, and well-behaved at all times. You must be present with your child in the space at all times; if you step out for any reason, even to go to Ha or use the restroom, your child must come with you. If you leave your child unattended in the space we’ll cancel your Membership without refund.

For classes or other meetings with kids or anyone under 18, prior arrangements must be made with staff.

#### **Section 14: Dogs and Pets**

We truly love them, but our lease prohibits pets from just hanging out. This is as much a bummer for us as it may be to you. Properly trained and designated service animals are welcome, as directed by law.

#### **Section 15: Payment**

Initial payment can be handled in person via credit/debit card at our front desk for all Memberships, or remotely by visiting [kuleana.work](https://kuleana.work).

For Monthly Members’ recurring charges we use the coworking portal SMPL. You can access this site and your account info/history at <https://kuleanawork.smpl.io>. Payment occurs on membership start date and recurs automatically on the first of each month until membership is canceled. When you sign up, you explicitly give your authorization to charge your credit card on the recurring basis. If you start on a day other than the first of the month, your first month charge will be prorated. If you have any questions about or access issues with the portal, please don’t hesitate to ask us.

You sign up for the period of Membership you select and we have a variety of Membership tiers to suit your needs. If you’re a Weekly or Monthly Member, you cannot split your time up or receive a refund for “unused” days.

**Failure to pay** Failure to pay overdue invoices within 10 days of the first of the month will result in termination of membership. You will automatically receive notice if there was an issue processing your credit card on file.

#### **Section 16: Other Amenities**

**For everyone...**



**Coffee/water/tea** We'll have coffee, tea, and water flowing all the time. Help yourself to the stuff that's in back, or head over to Ha and tell them you're a Member. Sometimes people will bring other stuff to drink and leave it in the fridge; if it's not marked with a name feel free to grab a bottle/can; that's what it's there for.

**Classes, workshops, and events** we offer classes during the week and occasionally host workshops and events. If Kuleana.work is presenting these, they're free for Members of any kind and \$2 for non-members. If someone besides us is presenting, they set up the fee but Kuleana.work Members receive a discount on admission.

If you'd like to use the space for your class let us know and we can work with you to make that happen.

### **For Monthly Members...**

**Extra monitors** We'll have a few extra monitors you can use. When you're done or leave for the day please return them to where you found them. These are offered on a first-come-first-served basis, and we really can't offer much by way of tech support in hooking up your laptop. Good luck with that.

**Lockers** we have some lockers for your stuff. These are available on a first-come-first-served basis. You can use a lock you bring if you'd like. Just like high school, if we have an immediate and compelling reason to go into any locker, we will.

### **Section 17: Termination**

Kuleana.work reserves the right to terminate any membership at any time without notice and without a refund.

Failure to follow any of the guidelines outlined in this document can result in termination of membership and no prorated refunds will be given.

Depending on the violation, we'll most likely work with you and possibly talk through things before coming down with a termination. We're pretty chill in most things.

### **Section 18: Liability**

Indemnification and Release of Liability. In consideration for receiving permission to use the space at Kuleana.work you RELEASE, WAIVE, AND DISCHARGE, and agree to INDEMNIFY AND HOLD HARMLESS Kuleana.work its officers, agents, or employees ( hereinafter referred to as RELEASES ) from any and all liability, claims, demands, actions

and causes of action whatsoever arising out of or relating to any loss, damage, or injury, including death, that maybe sustained by you or your guests, or to any property belonging to you or your guests, while in or on the premises, IF SUCH LOSS IS CAUSED BY YOUR ACTION, INACTION, OR NEGLIGENCE and regardless of whether such liability arises in tort, contract, strict liability, or otherwise to the fullest extent allowed by law.

You voluntarily assume full responsibility for any risks of lost property, damage, or personal injury, including death, that maybe sustained by you or your guests, or any loss or damage to property owned by you or them IF CAUSED BY YOUR OWN OR YOUR GUESTS' ACTIONS, INACTIONS, OR NEGLIGENCE, to the fullest extent allowed by law.

Governing law. Let's keep it local. This Agreement shall be governed by and construed in accordance with the laws of the state of Hawaii. The parties consent to exclusive jurisdiction and venue in the federal and state courts sitting in Kauai County, Hawaii

### **Section 19: Cancellation**

You can cancel your membership online. If you want us to cancel your membership, you need to write an email and tell us. Send us an email to:

[peter@kuleana.work](mailto:peter@kuleana.work)

The email is necessary so that we have a record of your request.

### **Section 20: Refund Policy**

*Hakuna.* There are no refunds.

KULEANA.*work*  
the place to do your best work yet