



RULES GOVERNING USE OF SPACE

As a Premises User of FuseCR (User), the UNCW College of Health and Human Services (Operator), or its designee, shall provide you with access to the FuseCR collaborative facility located at 803-B South College Road, Wilmington, NC 28403 (Premises). In consideration of your use of the Premises and Services, you expressly agree to abide by the following Rules and Regulations:

General

1. The User will comply with all laws, ordinances, orders, rules and regulations (federal, municipal or promulgated by other agencies or bodies having any jurisdiction thereof) relating to your use of the Premises;
2. The User will abide by any other rules, regulations, or directions, as determined in Operator's reasonable discretion, which are communicated to you by Operator either verbally, by email, by other written notice, or by posting;
3. The User will promptly notify Operator of any change in your contact information;
4. The User may reserve space and technology with management; Operator reserves the right to review all events in advance and determine in its sole discretion whether to approve a subject event and or activity. ***The User agrees to provide Operator any information requested by Operator in order to make its decision surrounding an event or activity; the User agrees it shall not schedule, advertise, or promote any event or activity to be conducted on the Premises until expressly approved by Operator.*** All use of the FuseCR collaborative facility should be aligned with the mission of the FuseCR.
5. The User is responsible for the actions of all persons you allow or invite onto the Premises, whether employees, agents, clients, customers, invitees, guests, or any others, including the observance of these Rules and Regulations by such persons, and you will not allow any persons unknown to you access to the Premises or Services;
6. The User will give prompt notice to Operator of any accidents to or defects in the Premises or Services so that Operator may promptly attend to such accidents or defects, but the User acknowledges that Operator shall have no obligation to repair or remediate any such accident or defect except as may be required under a written agreement other than these Rules and Regulations;
7. The User will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
8. The User will not conduct any activity that is generally regarded as offensive to others, including without limitation, distribution or dissemination of any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
9. The User will not use the name "FuseCR", "CHHS", "UNCW" or "University of North Carolina Wilmington" or derivatives thereof in connection with promoting or advertising any business except with the prior written consent of Operator or the subject entity.

The User agrees and warrants that he/she:

- a) Will not alter, modify, deface, or make improvements to the Premises in any way without the prior written consent of Operator;
- b) Will not store any personal property or materials at the Premises without the prior written consent of Operator;
- c) Will not install any additional furniture, furnishings, decorations, equipment, or cabling, or otherwise alter the configuration of the co-working space without the prior written consent of Operator;
- d) Will observe strict care in ensuring that all doors, windows, and other points of access are securely closed and locked when you leave the Premises and all utilities are shut off when not in use by other authorized users of the Premises;
- e) Will comply with energy conservation, safety, fire protection, and evacuation procedures and regulations established by Operator or any governmental agency;
- f) Will not make or have made additional copies of any keys or access devices provided by Operator and you agree to return to Operator any such keys or devices upon Operator's request and pay Operator for any keys or access devices which are not so returned;
- g) Will not attempt to access any portions of the building other than the licensed space and common areas necessary for access to the licensed space;
- h) Will not obstruct or use for any purpose other than ingress and egress any sidewalks, hallways, exits, entrances, elevators, escalators, parking areas or stairways;
- i) Will not cause any unnecessary labor by reason of your carelessness or indifference in the preservation of good order and cleanliness of the Premises;
- j) Will store all trash and garbage in the designated trash receptacles, or such other receptacles as are approved by Operator, until removed by the janitors, and you will not place any material in such receptacles which may not be disposed of in the ordinary and customary manner without violation of any applicable law or ordinance;
- k) Will not use the toilet room, toilets, urinals, wash bowls, or other apparatus for any purpose other than that for which they were constructed, and you will not cause any foreign substance of any kind whatsoever to be thrown therein, the expense of any violation of this rule to be borne solely by you;
- l) Will not bring or keep on the Premises any flammable, dangerous or hazardous substances;
- m) Will not cause a nuisance by sound, vibration, odor, or otherwise to the other authorized users of the Premises, nor to any attached or neighboring premises;
- n) Will not cause any freight, equipment, furniture, materials, supplies, packages, or merchandise to be received in the Premises except in accordance with Operator's instructions, as determined solely in exclusively in Operator's discretion;
- o) Will not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law;
- p) Will not use any hand trucks, material-handling equipment, or other vehicles within the Premises except as approved by Operator;
- q) Will not canvass, solicit, peddle, or distribute handbills or other written material in or on the Premises;
- r) Will not bring or carry on the Premises any handgun or other weapon unless you are a sworn law enforcement officer in the performance of official duties; a concealed handgun permit does not authorize you to carry a concealed handgun on this property; this policy is made in accordance with North Carolina General Statutes 14-415 et seq.
- s) Will not conduct human subject or animal subject research on-site without an approved IRB protocol from UNCW's Institutional Review Board.

USE OF PREMISES AND SERVICES

- A. You will not sell, license, lease, or commercially distribute any of the Premises or related provided services (Services) to any third party;
- B. You will not use the Premises or Services for any purpose that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- C. You will not use the Services in any manner that could damage, disable, overburden, or impair any server or other equipment maintained by Operator, or interfere with any other user's use and enjoyment of any Services;
- D. You will not attempt to gain unauthorized access to any accounts, computer systems or networks connected to any equipment provided by Licensor, including without limitation, those of the other users of the Services, through hacking, password mining or any other means, or otherwise attempt to obtain any materials or information through Licensor has not intentionally made available through the Services;
- E. You will not harvest or otherwise collect information about other users of the space, including without limitation, email addresses, without the authorization or consent of the disclosing party;
- F. You will not use the Premises or Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- G. You will not in any way, restrict or inhibit any other user from using and enjoying the Services;
- H. You will not create a false identity for the purpose of misleading others.