

Personal information

Full Name: _____

Address: _____

Phone: _____

Email: _____

Company information (if applicable)

Company: _____

Website URL: _____

Rental Term

Start date: _____

Fee per month: _____

Prorated fee for first month (if applicable): _____

Terms and Conditions

Last Updated: January 20th, 2026

These Terms and Conditions (“Agreement”) set forth the terms under which Immaterial Inc. d/b/a Cabinet (“Cabinet,” “we,” “us,” or “our”) provides desk Renters (“Renter,” “you,” or “your”) access to and use of shared workspace. This Agreement is a revocable license to use Cabinet’s facilities, subject to the terms below. It is **not** a lease and does **not** create a landlord-tenant relationship.

By signing this document and accessing the Cabinet space (“Location”), you agree to the following terms:

1. DEFINITIONS

1. **“Access”**: Access to the Location, subject to these Terms, Building Rules and Regulations, and any other limitations required by law or necessitated as a result of unforeseeable/uncontrollable circumstances.
2. **“Building”**: The building in which the Cabinet space is situated, having an address at 543 Union Street, Brooklyn, NY 11217.
3. **“Building Rules and Regulations”**: Any rules or regulations imposed by the building’s bylaws or by its management company, as may be updated from time to time.
4. **“Notice” or “Notices”**: Written communications deemed effective when delivered by email to the primary address you provide upon signing up, or by other reasonable means if email is not available.
5. **“Rent”**: The recurring monthly fee paid for use of the Location and its Services. Rent for each month must be submitted by the first (1st) day of that month.
6. **“Rental”**: Renter’s Access to the Location and its Services subject to this Agreement.
7. **“Rental Term”**: The duration of your Rental.
8. **“Services”**: The amenities, benefits, and resources Cabinet provides to Renters, including (where applicable) shared internet access, printing, coffee, and more.

2. GRANT OF LICENSE & NATURE OF RELATIONSHIP

1. **License Only**
 - This Agreement is a license permitting you to use the Location and its Services. It does **not** create a landlord-tenant relationship, estate, or other property interest.

3. PAYMENT TERMS & FEES

1. **Rental Term**
 - Cabinet requires a two-month minimum for all renters. Renters are permitted to start their rental term on any day of the calendar month for a prorated fee, but their two-month minimum rental term will not commence until the first (1st) day of the subsequent month. (Example: A

renter starting on 20 January will be required to pay the rental fees through 31 March.)

2. Security Deposit

- Cabinet requires a one-time refundable security deposit equivalent to one (1) month's Rent. This deposit will be fully refunded at the end of the Rental Term in the event that no terms of this agreement were violated.

3. Changes to Rent

- Rent is subject to change upon at least thirty (30) days' Notice.

4. Late Payments & Other Charges

- A late fee of twenty-five (25%) may be assessed on any outstanding balance not paid by the fifth (5th) day of the month.

5. Acceptable Methods of Payment

- Acceptable methods of payments include bank transfer via Zelle (preferred), check, cash, or credit/debit card. Please note that where permitted by applicable law, we may add a surcharge to offset our costs in processing credit or debit cards. Any such surcharge will be identified during checkout or on your invoice.

4. USE OF SPACE & CONDUCT

1. Compliance with Law and Building Rules

- You must comply with all Building Rules and Regulations and with all laws, statutes, ordinances, and requirements of any government authority.
- You may not use the Location for any retail, medical, or other purposes involving visits by the general public.

2. Prohibited Conduct

- **No Illegal or Harmful Activity:** You will not engage in any activity that is illegal, hazardous, harassing, or disruptive
- **No Offensive Behavior:** You may not use or encourage obscene or hateful language, imagery, or behavior.
- **No Spamming or Malware:** You will not use Cabinet's internet, printers, or network for bulk unsolicited emails or to spread viruses/malware.

3. Maintenance & Alterations

- You must take good care of all furniture, equipment, and surfaces.
- You must not make any alterations to the Location without our written consent.

4. Guests

- You may not invite guests for business or personal purposes without our written consent

5. Pets

- You may not bring pets or other animals onto the premises.

6. Security

- Please do not put any identifying information on your Building key, such as "Cabinet keys," "300 Nevins" etc.
- In the event that you lose your keys, you will be responsible for all fees required to replace the two front door locks and ten (10) replacement keys.

5. CANCELLATION POLICY

1. To cancel, submit your request to rentals@cabinetmagazine.org by 11:59 PM on the last day of the month prior to your final month. (Example: To cancel for November, submit your request by 11:59 PM on September 31.)

6. HOURS EXCEPTION FOR EVENTS

1. Renters will have access to the space from 8 am to 10 pm daily, except in occasional cases when Cabinet is hosting an event. On these occasions, Renter must vacate the Location by 6 pm on the day of the event. Cabinet will notify Renters no less than two (2) weeks in advance of event days. Renters are welcome to attend any of our public events.

7. TERMINATION

1. Termination by Cabinet

- **For Breach:** We may terminate your Rental Term immediately if you violate this Agreement, or any Building Rules, or fail to cure payment delinquency within five (5) days after notice (if it's your first delinquency in a 12-month period).
- **For Convenience:** We may terminate your Rental Term on at least fifteen (15) days' notice if we lose the Location or for any other reason in our sole discretion.

2. Effects of Termination

- If Cabinet terminates for your breach, you remain liable for all fees (including the remainder of the month).
- If Cabinet terminates for convenience, we will return any pre-paid fees applicable to the post-termination period.

8. LIMITATION OF LIABILITY & DISCLAIMERS

1. Waiver of Claims

- To the maximum extent permitted by law, you waive any and all claims against Cabinet, and each of its directors, officers, managers, employees, and agents ("Cabinet Parties") for:
 1. Loss or damage to your personal property;
 2. Any personal injury or bodily injury;
 3. Interruption of Services;
 4. Any data or information security incidents, except to the extent caused by Cabinet's gross negligence or willful misconduct.

2. Disclaimer of Warranties

- The Location, its Services, and features are provided “as is” and “with all faults.”
 - Cabinet disclaims all warranties, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
3. **Limitation of Damages**
- The aggregate monetary liability of the Cabinet Parties for any cause of action shall not exceed the total fees you paid in the twelve (12) months preceding the date of the claim.
 - Under no circumstances shall the Cabinet Parties be liable for indirect, special, incidental, consequential, or punitive damages, even if advised of the possibility of such damages.

9. CONFIDENTIALITY & PRIVACY

1. **Confidential Information**
- a. You may learn of confidential information about Cabinet or other Renters. You agree to hold such information in strict confidence.
 - b. The obligations under this Section survive the termination of your fellowship.
2. **Privacy & Data**
- a. By using our Services, you consent to any Cabinet privacy policies or data usage guidelines that we post or provide.
 - b. You acknowledge that shared internet access or networks are inherently risky, and that Cabinet is not liable for unauthorized access to your data except in cases of our gross negligence or willful misconduct.

10. DISPUTE RESOLUTION; ARBITRATION

1. **Governing Law**
- This Agreement is governed by the laws of the State of New York, without regard to its conflicts of law principles.
2. **Arbitration**
- Except as may be prohibited by law, any dispute arising from or related to this Agreement shall be resolved exclusively and finally by confidential, binding arbitration administered by the American Arbitration Association (“AAA”) in New York County, New York.
 - Each party will bear its own attorney fees, subject to the arbitrator’s power to award fees and costs to the prevailing party.
3. **Class Action Waiver**
- You agree that disputes with Cabinet will be resolved on an **individual basis**, and you **waive any right** to participate in a class, consolidated, representative, or collective action.

11. MISCELLANEOUS PROVISIONS

1. **No Assignment or Sublicense**
- You may not assign or transfer any Rental rights, license, or services to a third party.
2. **Severability**
- If any provision of this Agreement is found unenforceable, the remaining terms shall remain in effect to the greatest extent possible.
3. **Updates to Terms**

- We may update or modify these Terms from time to time by providing at least thirty (30) days' Notice. Your continued use of the Services thereafter constitutes acceptance of any changes.
4. **No Third-Party Beneficiaries**
 - This Agreement does not create any third-party beneficiary rights except as expressly stated.
 5. **Entire Agreement; No Oral Modification**
 - This Agreement (including any rules, guidelines, or addenda referenced herein) sets forth the entire understanding between you and Cabinet and supersedes all prior discussions.
 - No modification is binding unless in writing and executed by both parties.
 6. **Survival**
 - Any sections that by their nature should survive termination (e.g., confidentiality, liability limitations, indemnities) will survive.

THANK YOU!

We look forward to working with you. If you have any questions about these Terms or your Rental, please email rentals@cabinetmagazine.org.

SIGNATURES

Please sign your full name with today's date below, in acknowledgement that you have read and agreed to these terms.

Renter Name

Date

Cabinet Representative

Date