

# SAMPLE HOUSE TERMS & CONDITIONS

Terms and Conditions for Use of Sample House Services

**Effective Date:** January 24, 2025

## 1. AGREEMENT TO TERMS

These Terms and Conditions ("Agreement") constitute a legally binding agreement between you ("Pass Holder," "User," "you") and Sample House LLC ("Sample House," "we," "our," or "us") governing your access to and use of the Sample House facilities, services, and resources. By purchasing a Monthly Pass, a day pass, or using any of our services, you agree to be bound by these Terms and Conditions. If you do not agree, you must refrain from using our services.

## 2. DEFINITIONS

**Facilities:** The premises located in Long Island City, New York, including but not limited to the material library, worktables, and photography areas.

**Monthly Pass:** The paid subscription granting access to services provided by Sample House.

**Vendor Materials:** Samples, catalogs, and materials provided by third-party suppliers available within the library.

## 3. MONTHLY PASS AND ACCESS

### 3.1. Monthly Pass Terms

Monthly Passes are available on a monthly basis, priced at \$195 per month for a single user, with an additional \$25 fee per additional user. Fees are due in full prior to the start of each billing cycle and are non-refundable except as otherwise required by applicable law. A three-month minimum commitment is required for all Monthly Passes.

### 3.2. Day Pass Access

Day passes grant a single-user access for one day at a rate of \$75. Day pass holders are subject to all Terms and Conditions outlined herein.

### 3.3. Renewal and Cancellation

Monthly Passes automatically renew monthly unless canceled in writing 30 days prior to the renewal date, provided that the three-month minimum commitment has been met. Day passes are non-renewable and expire at the close of business on the purchase date.

## 4. USE OF FACILITIES

### 4.1. Permitted Use

Pass Holders and day pass holders may use the Facilities solely for design research, project

development, material sourcing, and photography. Unauthorized uses, including commercial resale or subletting access, are strictly prohibited.

#### 4.2. Code of Conduct

Pass Holders must maintain professional behavior and respect other users and staff. Misconduct, including but not limited to vandalism, harassment, or theft, will result in immediate termination of access and possible legal action.

#### 4.3. Material Borrowing

4.3.1. Monthly Pass Holders may borrow materials for up to 14 business days.

4.3.2. Borrowed items must be returned in their original condition.

4.3.3. Late returns, loss, or damage will incur fees to cover replacement costs.

### **5. VENDOR INTERACTIONS**

5.1. Sample House provides access to Vendor Materials for Pass Holders' professional use.

Vendors retain all intellectual property rights in their materials. Pass Holders are prohibited from reproducing, duplicating, or distributing Vendor Materials without express written consent.

5.2. Sample House disclaims liability for any inaccuracies or issues arising from the use of Vendor Materials.

### **6. INTELLECTUAL PROPERTY**

6.1. All intellectual property rights, including copyrights, trademarks, and proprietary content displayed or provided by Sample House, are the exclusive property of Sample House or its licensors. Pass Holders may not reproduce, modify, or distribute such content without prior written consent.

### **7. LIMITATION OF LIABILITY**

#### 7.1. Assumption of Risk

By using the Facilities, you acknowledge that you do so at your own risk. Sample House is not liable for any injury, loss, or damage sustained by Pass Holders or third parties on the premises, except as caused by our gross negligence or willful misconduct.

#### 7.2. Indemnification

You agree to indemnify, defend, and hold harmless Sample House, its officers, employees, and agents from any claims, damages, liabilities, or expenses arising from your use of the Facilities or breach of this Agreement.

## **8. TERMINATION OF MONTHLY PASS**

### **8.1. Termination by Pass Holder**

Pass Holders may terminate their Monthly Pass by providing 30 days' written notice, provided that the three-month minimum commitment has been fulfilled.

### **8.2. Termination by Sample House**

Sample House reserves the right to terminate a Monthly Pass or deny access to any individual for violations of this Agreement, misconduct, or other actions deemed detrimental to the business or other users.

### **8.3. Effect of Termination**

Upon termination, all outstanding fees must be settled, and any borrowed materials must be returned immediately.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by the laws of the State of New York. Any disputes arising from or relating to this Agreement shall be resolved exclusively through binding arbitration conducted in New York, NY, in accordance with the rules of the American Arbitration Association.

## **10. AMENDMENTS**

Sample House reserves the right to amend these Terms and Conditions at any time. Pass Holders will be notified of changes via email or on our website. Continued use of services following such notice constitutes acceptance of the revised terms.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between you and Sample House regarding your use of our services and supersedes any prior agreements, communications, or understandings, whether oral or written.

## **12. CONTACT INFORMATION**

For inquiries related to this Agreement, please contact us at:

Sample House

Address: 43-01 22nd Street #110, Long Island City, NY

Email: [library@samplehouse.nyc](mailto:library@samplehouse.nyc)

By accessing or using Sample House services, you affirm that you have read, understood, and agreed to these Terms and Conditions in full.