



LAUNCH TERRE HAUTE, INC.

COWORK MEMBERSHIP AGREEMENT

THIS COWORK MEMBERSHIP AGREEMENT (this “Agreement”) is entered into this _____ day of _____, 20____, by and between _____ [an Indiana _____] (“Member”) an adult individual and resident of the State of Indiana with an address at _____ and Launch Terre Haute, Inc., an Indiana non-profit Corporation (“Launch”) with an address of 672 Ohio Street, Terre Haute, Indiana 47807.

RECITALS

WHEREAS, Launch owns and operates a Cowork office share space (the “Cowork Space”) at 672 Ohio Street, Terre Haute, Indiana 47807 (the “Premises”);

WHEREAS, Member desires to become a member of Launch and lease space within the Premises pursuant to the terms of this Agreement; and

WHEREAS, Launch desires to admit Member, as a member of Launch, and lease space within the Premises to Member, pursuant to the terms of this Agreement.

NOW, THEREFORE, it is hereby agreed that:

1. **Membership Election/Terms of Lease.** Member’s membership level elected in Launch is as follows (PLEASE INITIAL ONE TO INDICATE MEMBERSHIP LEVEL DESIRED):

2.

_____ Basic Membership

_____ Enhanced Membership for a Shared Office with dedicated desk No. _____

_____ Private Membership for a Private Office No. _____

_____ Mailbox Number _____

The terms of the Member's lease of a portion of the Premises, based upon Member's election above, shall be as follows:

Member's Election

	Basic Membership	Enhanced Membership	Private Membership
Initial Term of Agreement	12 months	12 months	12 Months
Rent	\$499.00/year (\$49/month)	\$2,899/year (\$245.00/month)	\$12,000.00/year (\$1,000.00/month)
Office/Desk Type	Shared Areas Non-Permanent	Shared Office Space	Private Office
Extra Amenities	Common Areas of the Deming Building (24/7 access)		
Services Provided	Wifi, Power, Printer/Copier/Scanner/Fax center*, and such other services as Launch may provide from time to time.		

*Printer/Copier/Scanner/Fax center is centralized unit subject terms and charges established from time to time by Launch.

With Launch's consent, in its sole and absolute discretion, the Private Offices may be shared by more than one Member. If a Private Office is going to be shared by more than one Member,

_____, _____, and _____,

(collectively, the "Additional Member(s)") is/are hereby added as a party to this Agreement and the definition of "Member" is hereby amended to include collectively, the primary member identified in the opening paragraph of this Agreement and the Additional Member(s) identified in this paragraph. In the event a(n) Additional Member(s) is added as a party to this Agreement, all Members agree that they shall not use the quiet rooms or desks located in the Common Areas of Launch and shall instead exclusively use the Private Office as their work area. Each member shall continue to pay their basic membership, and rent due pursuant to this Agreement shall be increased by \$50.00/mth/Additional Member in the event any Additional Member(s) is added as a party to this Agreement.

3. **Renewal Terms.** The term of this Agreement shall automatically renew for an additional term (per the Member's election in Section 1, above) upon the expiration of the foregoing term, and thereafter upon the expiration of any renewal term provided by this Section, unless either party provides written notice to the other party at least five (5) days prior to expiration of the then current term or renewal term, as the case may be, that such party elects not to renew this Agreement (the initial term and any renewal term(s) shall collectively be referred to herein as the "**Term**"). Notwithstanding the foregoing, this Agreement may be sooner terminated pursuant to Section 15 hereof.

4. **Acceptance of Terms.** Member hereby accepts the terms of this Agreement and the lease of applicable portions of the Premises in there “AS-IS” condition without representation or warranty by Launch of any kind and with the understanding that Launch shall have no responsibility with respect thereto.

5. **Payment of Rent.** Member agrees to pay as rent for the use of the Premises the amounts set forth in the table in Section 1, above (the “Monthly Rent”). The Monthly Rent shall be payable to Launch Terre Haute, Inc., in advance, on the fifth (5th) day of each month during the Term of this Agreement without any deduction or right of set-off and without relief from valuation or appraisal laws. The Monthly Rent for partial months shall be prorated based on the number of days included within the Term divided by thirty (30). A late charge equal to five percent (5%) of the Monthly Rent will be added to the Monthly Rent not received by Launch by the 5th day of each month during the Term. Additionally, a late charge equal to five percent (5%) of the Monthly Rent, plus applicable late fees, will be added to the amount of Monthly Rent due should any check or money order be returned by the Member’s bank for any reason.

6. **Use of Premises.** Member shall use the Premises for office purposes, and such customary related purposes, only and Member agrees that when using the Premises, Member shall not:

- a. Violate any local, state, Federal or any other applicable laws or regulations;
- b. Violate this Agreement or Launch’s Rules (defined hereinafter);
- c. Use the Premises in a manner that could cause damage to or be harmful to the Premises or Launch.
- d. Restrict or interfere with any other party’s use and enjoyment of the Premises;
- e. Use the Premises in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited message (commercial or otherwise);
- f. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- g. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information; or
- h. Use any material or information, including images or photographs, which are made available through the Premises in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.

7. **Rules and Regulations.** Member’s use of the Premises shall at all times be subject to any rules and regulations adopted by Launch as shall be amended from time to time in Launch’s sole and absolute discretion (“Launch’s Rules”) and Member hereby covenants and agrees to

use the Premises in accordance with Launch's Rules, to not violate Launch's Rules, and to report any violations of Launch's Rules of which it becomes aware.

8. **Use of Member Information.** Member hereby grants Launch a limited license without additional consideration during the Term of this Agreement for the use of Member's name, image and likeness, trademark, tradename, industry, title, and URL for listing in Launch's public membership directory for any promotional purposes of Launch reserves the right at all times to disclose any information about Member or Member's use of the Premises, as Launch deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

9. **Alterations.** Member shall not make or permit alterations or additions to or upon any part of the Premises (whether inside or outside the Premises and including without limitation any office furniture, plantings, wall hangings, electrical fixtures, window coverings and other office fixtures) or the improvements located on the Premises without first obtaining the written consent of Launch which consent may be withheld or conditioned in Launch's sole and absolute discretion. Any permitted alterations and additions shall remain for the benefit of Launch, provided, however, that Launch may elect to require that Member, at its expense, remove at the expiration or earlier termination of this Agreement all or a portion of the alterations or additions made by Member and repair any damage caused by such removal. Member's obligations under this section shall survive the expiration or earlier termination of this Agreement.

10. **Office Furniture.** Member shall not install any office furniture upon the Premises, hang any wall hangings upon or around the Premises, or otherwise install decorations within the Premises without first obtaining the written consent of Launch, which consent may be withheld or conditioned in Launch's sole and absolute discretion. Any permitted office furniture, wall hangings or other decorations shall be located upon the Premises by Member, at Member's expense, and removed at the expiration or earlier termination of this Agreement without causing any damage to the Premises. Any and all damage caused by Member shall be immediately repaired by Launch at the sole cost and expense of Member. Member's obligations under this section shall survive the expiration or earlier termination of this Agreement.

11. **Inspection.** Launch or Launch's agents or invitees shall be permitted to inspect or examine the Premises at any time without notice to Member, and Launch shall have the right to make any repairs, improvements, modifications or changes to the Premises which it deems necessary or appropriate. No such entry shall be deemed an eviction of Member or entitle Member to setoff or abate any rent by reason thereof.

12. **Use of Premises.** Member acknowledges that Member is using the Premises at Member's own free will and decision. Member acknowledges that Launch does not have any liability with respect to Member's use of the Premises, or any loss resulting from such use.

13. **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LAUNCH, PROVIDES THE PREMISES "AS IS" AND WITH ALL FAULTS AND HEREBY DISCLAIMS WITH RESPECT TO THE PREMISES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OF THE PREMISES, REMAINS WITH MEMBER.

14. **Exclusion of Incidental, Consequential and Certain Other Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LAUNCH, OR ITS PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS, JOINTLY OR INDIVIDUALLY BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROPERTY, LOSS OF 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 PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE INABILITY TO USE OF THE PREMISES, THE PROVISION OF OR FAILURE TO PROVIDE PREMISES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF LAUNCH, AND EVEN IF LAUNCH, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Limitation of Liability and Remedies.** NOTWITHSTANDING ANY DAMAGES THAT MEMBER MAY INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED IN SECTION 13 ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF LAUNCH OR ITS PAST, PRESENT AND FUTURE OFFICERS, AGENTS, SHAREHOLDERS, MEMBERS, REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS UNDER ANY PROVISION OF THIS AGREEMENT AND MEMBER'S EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY MEMBER BASED ON REASONABLE RELIANCE UP TO ONE HUNDRED DOLLARS (USD \$100.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 12 AND 13 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

16. **Termination.** Launch further reserves the right to terminate Member's use of the Premises, immediately and without notice, if Member fails to comply with any term or provision of this Agreement. In the event Launch, terminates this Agreement any prepaid rents held by Launch, shall be refunded to Member on a prorated basis based on the number of days remaining within the Term. The refund of Member's prepaid rents shall serve as liquidated damages and Member's exclusive remedy in the event Launch, elects to terminate this Agreement.

17. **Access Cards.** Upon the execution of this Agreement, Member shall be provided an electronic key fob or key providing Member with access to the Premises. Launch may require a refundable deposit for such key fob/key which deposit will be refunded to Member upon the

return of the key fob/key to Launch, upon the expiration or earlier termination of this Agreement. Launch may also require a fee for a replacement key fob(s).

18. **Credit Card Payment Authorization.** In the event Member elects to authorize Launch, to process payments due by Member under this Agreement, Member shall complete the Credit Card Recurring Payment Authorization Form attached hereto.

19. **Reserved Rights.** Launch reserves the right to use all or any portion of the Premises to the exclusion of Member upon at least seventy-two (72) hours prior notice.

20. **Surrender.** Upon the expiration or other termination of this Agreement, Member shall quit and surrender to Launch, the Premises, in good order and clean condition. All property remaining on the Premises after the expiration or earlier termination of this Agreement shall, at Launch's option, be deemed abandoned and may be removed and disposed of by Launch, without liability to Launch, Member's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

21. **Non-Disparagement.** Member shall, during and after the use of the Premises, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Launch, other than to comply with law.

22. **Hold Harmless/Indemnification.** Member hereby releases, and hereby agrees to indemnify, defend and save harmless Launch and its past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against any and all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties (including, without limitation, expenses of investigation and defense and reasonable attorney fees), based upon or arising out of Member's actions, errors and omissions, willful misconduct and fraud in connection with the use of the Premises.

23. **Severability.** In the 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 thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

24. **Governing Law.** This Agreement shall be governed in accordance with the laws of the State of Indiana.

25. **Attorneys' Fees.** In the event Member defaults on its obligations under this Agreement, or should Launch, be made a party to any legal action commenced by a third party against Member, Member agrees to reimburse Launch, for any and all costs, fees, and expenses, including but not limited to reasonable attorneys' fees, in connection with the enforcement of Launch's rights and remedies against Member, or any such claim, legal action or proceeding.

26. **Amendments.** Launch, shall have the right at any time, and from time to time, to make amendments to this Agreement without the Member's consent, provided however, that Launch, may not increase Member's rent due under this Agreement until Member's next applicable renewal term under this Agreement.

27. **Subletting/Assignment**: Member shall not assign nor convey this Agreement or any interest thereof, nor sublet any portion of the Premises or allow any person not bound by this Agreement to use the Premises, without the prior written consent of Launch.

28. **Memorandum of Lease**. Neither party shall record this Agreement or record a Memorandum of lease.

29. **Authority and Enforceability**. Member hereby represents and warrants that Member has all requisite legal power and authority to enter into and abide by the terms and conditions of this Agreement and no further authorization or approval is necessary. Member further represents and warrants that Member's use of the Premises will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which Member is a party.

30. **Counterparts**. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Coworking Membership Agreement to be executed the date first above set forth.

MEMBER:

Printed: _____

an Indiana _____

By: _____

Name: _____

Title: _____

ADDITIONAL MEMBER(S):

Printed: _____

Printed: _____

Printed: _____

LAUNCH

LAUNCH TERRE HAUTE, INC.,
an Indiana non-profit Corporation

By: _____

Shelley Klingerman,
Executive Director

