

Coworking Membership Agreement



Please read and acknowledge your agreement to these terms by signing the final page of this document.

About Launch Terre Haute

- Entrepreneurship (Co-Working Space and Supporting Entrepreneurs)
- Innovation (Bringing new and creative approaches to the community)
- Technology (Helping entrepreneurs navigate ever-changing tech needs)

Membership Pricing and Payment Info

Membership Fees

- Weekly Rate - \$25/wk
- Monthly - \$49/mo
- Semi-Annual - \$270/6mo
- Annual - \$499/yr

Additional Membership Options

- Reserved, private office space
 - Small office spaces - \$400/mo, Large office space - \$600/mo
 - Includes mailbox rental
 - Weekly professional cleaning
 - Personalized entrepreneurial support
 - Weekly office rentals (availability limited) - \$100/wk
- Private mailbox - \$10/mo



Payment Information

- All fees are due on the 1st or 15th of each month
- All fees must be set-up for automatic payment
- Launch Terre Haute reserves the right to charge late fees and/or withhold services if payments are not received on time
- Any questions or concerns about payments should be directed to info@launchterrehaute.com

Membership Amenities

- High Speed Internet Access (provided by Joink)
- Reserved conference rooms (small or large) w/ virtual meeting capabilities
- Complimentary access to color copier
- Private workstations with monitors, keyboards (first-come, first-served)
- 24/7 access via magnetic key lock system
- Professionally cleaned work areas with access to free masks and hand sanitizer
- Access to Deming lobby, including: gym, lounge area, additional meeting spaces
- Complimentary coffee bar and snacks
- Company logo displayed prominently in co-work space and on website
- Opportunity to connect with fellow members of Launch Terre Haute
- Free attendance at educational and networking events (limitations may apply)
- Complimentary social media post on Launch accounts with information about your business
- Complimentary access to other participating coworking locations around the state via the Cowork Passport Program

Overall Expectations

As the Launch Terre Haute space is utilized on a daily basis by a wide variety of members, we ask that everyone adhere to the following basic guidelines. Failure to abide by these rules may result in revocation of membership privileges.

- Respect boundaries
 - Be respectful of other people's spaces and allow enough room for others
- Keep noise down
 - If you need to take a phone call, please step outside or use the common area of the Deming
 - Headphones are required when listening to music

- Stick to the schedule
 - Any member event which will invite the public into the space will be posted in advance
 - Conference rooms are to be used only when reserved in advance or confirmed to be available via the online schedule
 - Clean up after yourself
 - Be sure to dispose of any items left in the refrigerator
 - Do not leave items in the sink
 - Wipe down your work area when finished, if necessary
- Keep the space secure
 - When entering/exiting, please ensure the doors are fully closed and locked. If you are the last person to leave, please be sure to turn off lights and check both doors.
 - Take responsibility for your guests. If you invite someone into the space, you are responsible for monitoring their actions while present, including any damage to the property.
- Use common sense - Overall, treat others as you want to be treated.
- Report problems immediately - Let us know if anything needs to be changed, cleaned, removed or improved.



Terms of Use



1) Acceptance of Terms

The services Launch Terre Haute (Launch) provides to you, the undersigned, including but not limited to use of the office space and access to the internet, are subject to the following terms of use.

Launch reserves the right to update the Terms of Use at any time and will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

2) Description of Services

Launch may provide you with access to office space, work stations, internet access, office equipment, conference rooms, knowledge resources and other services as Launch may provide from time to time (collectively known as Services). The Services at all times are subject to the Terms of Use.

3) Payment and Renewal Terms

Member agrees to pay as rent for the use of the Premises the amounts set forth in the Membership Fees and Payment Information section above. Fees are to be paid in advance, on the first of the applicable month, during the Term of this Agreement without any deduction or right of set-off and without relief from valuation or appraisal laws.

Additionally, a late charge equal to five percent (5%) of the monthly rate, will be added should any payment be unable to be processed or check or money order be returned by the Member's bank for any reason.

This agreement shall automatically renew, 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. Notwithstanding the foregoing, this Agreement may be sooner terminated pursuant to additional terms outlined below.

4) No Unlawful or Prohibited Use

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.

5) 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 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.

6) Use of Services

You agree that when participating in or using the Services, you will not: a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise); b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Launch Services; d. Upload, or otherwise make available, files that contain images, photographs,

software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same; e. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner; h. Restrict or inhibit any other user from using and enjoying the Services; i. Violate any code of conduct of other guidelines which may be applicable for any particular Service; j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party; k. Violate any applicable laws or regulations; and l. Create a false identity for the purpose of misleading others.



7) 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.

8) 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.

9) 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.



10) 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.

11) Limitation of Liability and Remedies

NOTWITHSTANDING ANY DAMAGES THAT MEMBER MAY INCUR FOR ANY REASON WHATSOEVER 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 ON HUNDRED DOLLARS (USD \$100.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12) 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.



13) Access Cards

Upon the execution of this Agreement, Member shall be provided an electronic key providing the Member with access to the Premises. Launch may require a refundable deposit for such key which deposit will be refunded to the 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.

14) 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. Launch's exclusive use shall be limited to the hours of 5:00 PM to 5:00 AM, Monday through Friday and at any time on Saturday through Sunday.

15) 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.

16) 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.



17) 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

18) 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.

19) Insurance

Launch will carry General Liability insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of Launch.

Acknowledgement

I hereby acknowledge that I have read and understand all of the terms and conditions contained in this Terms of Use and further agree to be bound to the terms and conditions regarding my participation in and use of the Services.



Signature	
Date	
Name (Printed)	