



117 Building

Co-working Membership Agreement

Membership Features

Below are some, but not all, of the benefits members receive as part of their membership:

All Memberships

- Access to high speed wired and wireless internet
- Use of conference room four (4) hours per month (as available)
- Use of meeting room four (4) hours per month (as available)
- Access to the space during normal operating hours (9:00am-6pm, Monday thru Friday) as well as access to the space after hours/weekends/holidays via an assigned key fob system
- Limited access to networked full color copier with 11x17 size availability (amount TBD)
- Shared Kitchen facility
- 24 hour interior security

Drop-In (\$40/day)

People interested in dropping in for the day can do so for a day rate, provided there is sufficient space. Contact us ahead of time for availability at jaymiller2190@gmail.com

Annual

Membership Options

Our membership offerings are designed to meet a variety of needs, whether you require flexible access for occasional use or want a more consistent workspace solution. Each membership type includes access to essential amenities listed in the "All Memberships" section, such as high-speed internet, meeting rooms, and security features. Please review the details below to find the membership plan that best fits your requirements.

Individual membership

- With one (1) year signed agreement access to the above benefits (see "All Memberships") section at \$150 per month for an individual (or one person "shop")
- One additional guest allowed four days monthly
- Mailbox (if needed-\$15/month)

Organization Membership

- With one year signed agreement access to the above benefits (see "All Memberships" section at \$250 per month
- One additional guest allowed four days monthly
- Private desk
- Mailbox (if needed- \$15/month)

Ala Carte Memberships

\$60 /month

- Access to conference room and meeting room space one (1) hour per month

"One time" Use of Conference room/Meeting room rate:

Conference room rate:

- Member rate: \$30/hour (charged once four (4) hour/month limit has been reached) – 2 hour minimum
- Nonmember rate: \$35/hour - 2 hour minimum

Meeting room rate:

- Member rate: \$15/hour (charged once four (4) hour/month limit has been reached) – 2 hour minimum
- Nonmember rate: \$20/hour – 2 hour minimum

Member/Community(General Public) Inquiry:

Membership: Must be a nonprofit organization or for profit or coop with a community focused mission. Individuals must be welcoming and affirming of all community members, regardless of gender identity, race, ethnicity, sexual orientation, religion, military status, or ability.

Individuals/Public Groups: Must have a nonprofit or community focused affiliation, either by Board membership, staff, or volunteer association. Individuals must be welcoming and affirming of all community members, regardless of gender identity, race, ethnicity, sexual orientation, religion, military status, or ability.

Absolutely no firearms on the premises.

No direct services can take place on the *Missions on Main* coworking premises.

Missions on Main

Payment Terms & Options

Dates

- All membership payments are due on the first business day of each month.
- Missions on Main reserves the right to charge late fees (5%)and/or with-hold services if payments are more than 30 days past due

Payment Methods

- Members may pay via Cash, Check, or Zelle

Contact Information

Name:

Organization/Home Address:

Phone:

Email:

Organization (if applicable):

Position:

Web Address:

Is it OK to publish your name, company, position, and web site on our member directory and web site? Your personal contact information (phone, address, email) will be kept private.

_____ Yes

_____ No

an innovative collaborative

Terms of Use

Our Terms of Use (TOU) is a bit lengthy, but please take the time to read carefully. If you have questions, please contact us at jaymiller2190@gmail.com

1. Acceptance of Terms.

The services of *Missions on Main* provides to, the undersigned (see membership features) are subject to the following Terms of Use (TOU).

Missions on Main reserves the right to update the TOU at any time. *Missions on Main* will attempt to contact you to notify you any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

2. Description of Services.

Missions on Main will provide you with the 'Services' outlined in the membership features section.

3. No Unlawful or Prohibited Use.

As a condition of your use of the 'Services', you will not use the 'Services' for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the 'Services' in any manner that could damage, disable, overburden, or impair any *Missions on Main* technology, or the network(s) connected to any *Missions on Main* technology (ex: copier), or interfere with any other party's use and enjoyment of any 'Services'. You may not attempt to gain unauthorized access to any 'Services', technology, or any member's technology, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to the 'Services'.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the 'Services' will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

4. 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 *Missions on Main* '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, 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 or other guidelines which may be applicable for any particular 'Service' (may be added at any time).
- 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.

5. *Missions on Main* reserves the right at all times to disclose any information about your organization, your participation in and use of the 'Services' as *Missions on Main* deems necessary to satisfy any applicable law regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in *Missions on Main's* sole discretion.

6. Confidentiality

- a. You acknowledge and agree that during your participation in and use of the 'Services' you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by *Missions on Main* or any participant or user of the 'Services' or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature.

Confidential Information also includes, without limitation, information about business, sales operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems (members', etc.) and/or books and records of *Missions on Main*, any analyses, compilations, studies or other documents prepared by *Missions on Main* or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep or know or has reason to know should be treated as confidential.

- b. Your participation in and/or use of the 'Services' obligates you to
 - I. Maintain all Confidential Information in strict confidence;
 - II. Not to disclose Confidential Information to any third parties;
 - III. Not to use the Confidential Information in any way directly or indirectly detrimental to *Missions on Main*, or any participant or user of the 'Services'.
- c. All Confidential Information remains the sole and exclusive property of *Missions on Main* or the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the 'Services' will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of *Missions on Main*, or any participant or user of the 'Services'.

7. Participation In or Use of Services.

You acknowledge that you are participating in or using the 'Services' at your own free will and decision. You acknowledge that *Missions on Main* does not have any liability with respect to your access, participation in, use of the 'Services', or any loss of information resulting from such participation or use.

8. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, *Missions on Main* provides the 'Services' "as is" and with all faults, and hereby disclaim with respect to the 'Services' 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, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of services, remains with you.

9. Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by applicable law, in no event shall *Missions on Main* or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future offices, agents, stakeholders, 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 revenue, 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 participation in or inability to participate in or use of the 'Services', the provision of or failure to provide services, 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 *Missions on Main*, and even if *Missions on Main* has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

10. Limitation of Liability and Remedies.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of *Missions on Main* or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future offices, agents, stakeholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you

based on reasonable reliance up to ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. Termination.

Missions on Main reserves the right to terminate any ‘Service’ at any time. *Missions on Main* further reserves the right to terminate your participation in and use of any ‘Services’, immediately and without notice, if you fail to comply with the TOU.

12. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless *Missions on Main*, and *Missions on Main’s* subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past present and future officers, agents, stakeholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the ‘Services’. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorney’s fees and costs incurred by *Missions on Main* or its respective officers and agents in connection with the defense of such claim or lawsuit.

13. Severability.

In the event that any provision or portion of this TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

14. Insurance.

Missions on Main will carry General Liability Insurance. As a user, it is strongly suggested that you carry a Renter’s 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 *Missions on Main*.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the ‘Services’.

Signature: _____ **Date:** _____

Name (Printed): _____

