

LAUNCH BOX Business Resource Center Member Agreement

THIS MEMBER AGREEMENT made this ____ day of _____, 20__, by and between Gateway Technical College (Gateway) located at 3520 – 30th Avenue, Kenosha, WI 53144 and _____ (Member).

A. Member Rules

As a Member, I understand use of the Launch Box Business Resource Center space is governed under the following rules:

- 1. Member Fees.** Currently, there are no fees for membership within the Launch Box Business Resource Center. All members will receive at least 30 days-notice should any fee structure be implemented in the future. Notices will be emailed to the email account on file. However, a \$25 key fob deposit will be collected for each key fob issued. Proof of member's employment or relationship to the business must be provided.
- 2. Use.** The open workspace is a collaborative meeting and workspace. Members understand they can work individually and with other Members and agree to strict confidentiality rules. The Member will have a non-exclusive license to use such workspace. The parties acknowledge and agree that this Agreement is not intended as a lease and does not convey any interest in the workspace whether in fee simple, leasehold or otherwise.
- 3. Meetings.** Members can reserve one group meeting per month within the open workspace. Meetings for groups of less than five can be reserved any time prior to the meeting. Meetings with groups of five or more must be reserved two weeks in advance. While meeting, groups must be respectful of other Member's needs for space and the other Members must be respectful of a group's need for the workspace.
- 4. Guests.** Members may bring up to three guests into the workspace. Guests must be at least 18 years of age. Members are responsible for directly supervising their guests at all times. Guests are required to sign in when they enter and sign out when they leave and sign the Guest Release Form.
- 5. Access.** Members may not admit anyone to the workspace who is not their guest. All entrances must remain locked at all times. If a Member disables access control to any entrance/exit and/or leaves any entrance/exit open and unattended for any reason, that Member may be responsible for damage or loss that results. Member may not transfer the key fob assigned to them without written permission from Launch Box Business Resource Center staff.
- 6. Cleanup.** Members are responsible for cleaning all of the workspace they use before they leave. Members can be assessed a \$25.00 fee if any cleaning is required after they use the workspace.
- 7. Materials.** Absolutely no hazardous materials are allowed in the workspace.
- 8. Prohibited Businesses.** Prohibited businesses include those engaged in illegal activities that are against the law and/or businesses providing prurient sexual material. Included in these activities is the production, servicing or distribution of otherwise legal products that are to be used in connection with an illegal activity, such as selling drugs or drug paraphernalia and/or businesses whose principal business is gambling.

9. Drug Free Workspace. Distribution, dispensing, possession or use of a controlled substance, including alcohol, is prohibited.

B. Use of Workspace

What are you interested in using the workspace for (check all that apply):

- Occasional Workspace
- Daily Workspace
- Networking with people/organizations
- Host Events
- Attend Events
- Other (please explain):

What would help you get to the next level professionally (check all that apply)?

- Business Plan Development
- Mentoring
- Finding Customers
- Finding Funding
- Finding Vendors/partners
- Product Development
- Other (please explain):

What is your skill (Check all that apply):

- Designer
- Developer
- Entrepreneur
- Other (please explain):

If you have any specific questions or requests, please let us know below.

Comments:

C. Waiver

In consideration for the Member's use of the Launch Box Business Resource Center co-working space, the Member agrees to the following waiver and release:

- 1. Assumption of Risk.** Member hereby fully assumes all risks of injury, illness, death or damage to Member or Member's personal property and any others which arise because of Member's association with Launch Box Business Resource Center whether caused by the Member, guests or other Members.
- 2. Release of Liability.** Member releases Gateway, its officers, agents, board members, benefactors, funding sources and assigns from any liability whatsoever arising out of any damage, loss or injury to Member or Member's property while participating in any activity on the premises of Launch Box Business Resource Center and/or using any equipment owned by Gateway or another Member or Guest regardless of whether such loss or injury is as a result of negligence of Gateway or its, guests, agents, board members, benefactors, funding sources and assigns, or is a result of some other cause.
- 3. Covenant Not to Sue.** Member agrees that Member will not, under any circumstances, initiate any legal action against Gateway, its members, guests, agents, board members, benefactors, funding sources and assigns, nor will Member assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of Member while participating in the activities contemplated by membership in Launch Box Business Resource Center. This covenant extends to include the heirs, executors, administrators or assigns of Member.
- 4. Third Party Indemnification.** Member indemnifies, saves and holds harmless, Gateway, its members, agents, board members, benefactors, funding sources and assigns from any and all losses, claims, actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from the actions of Member while engaged in the activities contemplated by membership in the Launch Box workspace.
- 5. Personal Materials, Supplies, and Equipment.** Members may label and leave materials, supplies and equipment in specified areas within the Launch Box workspace. Labels must include Member name, phone and email address. Gateway is not responsible for lost or stolen materials, supplies and equipment.
- 6. Publicity and Marketing.** Member agrees to let Gateway record and document my activities for use in promotional materials. Member agrees to allow all recordings and documentation to be released under the creative-commons copyright.
- 7. Safety.** Members must abide to all posted safety rules and take all appropriate safety precautions while on the Launch Box premises.

D. Miscellaneous

- 1. Termination.** Either party may terminate this Agreement at anytime upon written notice to the other. Member agrees to vacate the workspace and return any keys to Gateway immediately upon termination.
- 2. Assignment.** This Agreement is assignable by Gateway, but shall not be assignable by the Member without express written permission of Gateway.
- 3. Enforcement.** Member shall be liable to Gateway for all costs and reasonable attorneys' fees incurred by Gateway in any enforcement action.

Agreement

Member hereby acknowledges that member has carefully read all of the above Launch Box provisions, fully understands same, and voluntarily signs this document as a condition of membership in Launch Box space.

Launch Box Business Resource Center Member

Print Name

Signature

School/Company/Organization Name

Phone _____

Email _____

Address _____

City _____

Key Fob # _____

Gateway Technical College Representative

Print Name

Signature

Gateway Technical College

Organization Name

Key Fob Rec'd

Deposit _____

Key Fob Returned _____

Deposit _____

YES NO Permission to share my contact information.