



LaunchPad Membership Agreement

As a member of the LaunchPad you agree to the following terms of use:

The short and sweet version-

- *The Golden Rule - Treat others the way you want to be treated.*
- *Be flexible –LaunchPad is in its start-up phase and will evolve, so may its policies.*
- *No nasty business – stay legal in your activities.*
- *Keep secrets – confidentiality is a must.*
- *Protect your Assets! Be insured.*
- *Pay your dues – help us keep the space open for your needs.*
- *Believe in the power of collaboration & community.*
- *Have fun!*

The long, legal version, bear with us:

Parties

This Membership Agreement (“Agreement”) is made by and between Greater Bemidji, Inc. operating as the (“LaunchPad”) and the undersigned Member of the LaunchPad (“Member”).

This Agreement defines the terms of use of the LaunchPad space at 102 1st Street West, Bemidji, MN 56601.

A Member is permitted access to the LaunchPad for the general purposes of:

- Gathering socially with other Members, guests, and resource partners.
- Conducting business, including meeting with guests.
- Using conference rooms consistent with membership level.
- Attending trainings and other learning opportunities.
- Accessing the internet via Wi-Fi for lawful purposes.

As a member of the LaunchPad you agree to the following terms:

- 1. The LaunchPad provides services “as is” as a service and not as a lease of real property, and disclaim all warranties and conditions, whether express, implied, or statutory, including, but not limited to merchantability, fitness for a particular purpose or use. The entire risk of participating in or using the LaunchPad remains with you.**
- 2. In no event shall the LaunchPad or its agents, owners, members, or employees be liable for any direct special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for lost profits, loss of confidential or other information, business interruptions, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other loss) arising out of or in any way related to the LaunchPad services or otherwise.**
- 3. As a member of the LaunchPad, you release, and agree to indemnify, defend, and hold harmless the LaunchPad, its agents, owners, members, and employees from and against all claims, liabilities, losses, damages, expenses, judgments, fines, and penalties based on or arising out of your negligent actions, errors, and omissions, willful misconduct and fraud, breach or violation of LaunchPad agreement.**
- 4. Illegal/inappropriate activities.** Defaming, abusing, harassing, threatening, or otherwise violating the legal rights (such as privacy and publicity) of others; Posting, distributing, or disseminating inappropriate, profane, defamatory, obscene, indecent, unlawful material or information; Uploading, reproducing, using, performing, or otherwise making available

images, software, or other material or information which infringes another's rights, or is protected by intellectual property laws where you don't own or license such rights; and uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage the LaunchPad or a member's computer or property.

5. **Confidentiality.** You acknowledge that during your membership at the LaunchPad, you may be exposed to confidential information such as business information, trade secrets, technology, customer and prospects that is confidential or proprietary in nature. You agree to keep it confidential and not to disclose or use such information. You understand that the information remains the exclusive property of who disclosed it, and you don't acquire any rights to such information.
6. **Insurance coverage.** Greater Bemidji, Inc. has a general liability and business personal property insurance. As a member, it is strongly suggested that you carry an insurance policy of some type to cover your own equipment while using space at the LaunchPad, or any other space for that matter. With respect to your access to, participation or use you acknowledge that is solely your responsibility to make sure you are properly insured against such losses, and acknowledge by signing this agreement a full waiver of liability for Greater Bemidji, Inc.
7. **Multi-tenant building.** The LaunchPad is located in the Mayflower building, which houses multiple tenants. Please respect the rights and space of such tenants and their employees. Abide by all rules of the building.
8. **Membership payments.** Payment is due at the first of the month. An email reminder will be sent if no payment is received by the 5th of the month. Access to the space will be restricted and we have a right to withdraw your membership if payment is not brought current by the 15th of the month. You give the LaunchPad permission to re-run failed transactions within 5 days of the original transaction.
9. **Cancellation of membership.** All memberships require a full 30-day notice of cancellation prior to the 1st of the month. The member must send request cancellations in writing preferably via email to Launchpad@greaterbemidji.com. If a member does not provide timely advance written notice, the LaunchPad has the right to charge for the following month, during which time the member will have access to the space. For example, if notice is given on February 15th, your day of membership will be March 31st.
10. **Boardroom.** Members will have access to the boardroom. Greater Bemidji will be in control of the boardroom calendar and scheduling priority may be given to business tenants and Greater Bemidji investors.

11. **Copier/Printing.** Members will have access to copier services. We ask that you limit your copies to 5 pages a day. If there is a need to exceed this number, record your copies made in the log; and you will be billed monthly at 5 cents a page. If this service is abused we may be forced to revoke this privilege.
12. **Guests and clients.** Your membership includes you (and up to a number of spots available in your designated campsite, if applicable). Guests or clients may join you in the flexible work space (atrium) at no charge or you may reserve a meeting room for such visits within the allotted hours for your membership level, also at no cost. However, if such guests/clients are frequent visitors LaunchPad staff may request they purchase a daily pass or become a member. We ask that all guests register at the LaunchPad desk upon entrance to the Mayflower building.
13. **Hours.** The LaunchPad is staffed from 8:00 am to 4:30 pm Monday through Friday. Access to the workspace outside of these hours can be arranged. Holiday schedules will be posted on the website www.launchpadbemidji.com.
14. **Mail boxes.** For a monthly fee of \$15 you will received a physical address for your business mail deliveries. You will have a dedicated mail box and key assigned to you. Larger packages will be accepted/ signed for by LaunchPad staff and an email notification will be sent to you. You must maintain an active membership to have mail service.
15. **Photography/videos.** You agree to give LaunchPad the right and unrestricted permission to use photographs, or video taken in the co-working space, publish in whole or in part, individually or in conjunction with other photography and any printed or video material, for any purpose allowed by law for use in illustration, promotion, art, editorial, advertising, and trade without restriction.
16. **Member benefits.** LaunchPad reserves the right to change pricing, benefits, and memberships at any time with reasonable notification. At the present time all memberships shall include but are not limited to: wireless internet access, printer/copier, free coffee provided by Bemidji's local cafés, and a variety of work/meeting spaces.

I acknowledge that I have read and understand the terms of this Agreement, and I agree to be bound by this Agreement and the LaunchPad policies regarding my membership in this co-working space.

Print Name _____

Signature _____

Date _____