



# CO WORK EVANS VILLE

## Membership Agreement

Managed by the Growth Alliance for  
Greater Evansville

Welcome to Cowork Evansville, Evansville's premier coworking space that offers local innovators a contemporary, professional, open desk workspace with opportunities to collaborate and network with like minds. Cowork Evansville is located inside Innovation Pointe, a high-tech business incubator managed by the Growth Alliance for Greater Evansville (GAGE) in Downtown Evansville. Please review and accept the terms below to begin membership.

### **Acceptance of Terms**

The Growth Alliance will provide to Member certain services (including but not limited to use of co-working space, access to internet and use of certain office equipment) all of which will be subject to the following **Terms of Use ("TOU")**. The Growth Alliance retains the right to update, amend and/or change the TOU at any time without prior notice to Member.

### **No Unlawful or Prohibited Use**

As a condition of Member's use of the Services, Member will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. Member may not use the Services in any manner that could damage, disable, overburden, or impair any Growth Alliance/ Innovation Pointe server, or the network(s) connected to any Growth Alliance/ Innovation Pointe server, or interfere with any other party's use and enjoyment of any Services. Member may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Growth Alliance/ Innovation Pointe server or to any of the Services, through hacking, password mining or any other means. Member may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. Member hereby represent and warrant that it has all requisite legal power and authority to enter into and abide by the terms and conditions of this Agreement and TOU and no further authorization or approval is necessary. Member further represents and warrants that its 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 it is a party.

### **Information Disclosure**

The Growth Alliance reserves the right at all times to disclose any information about Member, its participation in and use of the Services as the Growth Alliance 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 the Growth Alliance's sole discretion.

### **Confidentiality**

Member acknowledges that during participation in and use of the Services, Member may disclose to other members and other members may disclose to Member Confidential Information. "Confidential Information" includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, books and records, analyses, compilations, studies or other documents, regardless of whether such information is designated "Confidential Information." Growth Alliance is not and will not be a party to any such exchange of Confidential Information between members and does not assume any liability for actions of other members with regard to such Confidential Information. Growth Alliance does not assume any responsibility by way of this Membership Agreement to safeguard Member's Confidential Information from misappropriation. Member hereby expressly releases and holds harmless Growth Alliance from any claims that may arise with regard to any unauthorized disclosure of and/or misappropriation of Confidential Information.

### **Participation in or Use of Services**

Member acknowledges that it is participating in or using the Services at its own free will and decision. Member acknowledge that the Growth Alliance does not have any liability with respect to its access, participation in, use of the Services, or any loss of information resulting from such participation or use.

## **Disclaimer of Warranties**

To the maximum extent permitted by applicable law, the Growth Alliance 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 of 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 the services, remains with Member.

## **Exclusion of Incidental, Consequential and Certain Other Damages**

To the maximum extent permitted by applicable law, in no event shall the Growth Alliance or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: 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 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 the Growth Alliance, and even if the Growth Alliance 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 Member.

## **Limitation of Liability and Remedies**

Notwithstanding any damages that Member might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of the Growth Alliance or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU 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 ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 6 and 7 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

## **Termination**

The Growth Alliance reserves the right to terminate any Service at any time. The Growth Alliance further reserves the right to terminate Member's participation in and use of any Services, immediately and without notice, if Member fails to comply with the TOU.

## **Indemnification**

Member releases, and hereby agrees to indemnify, defend and save harmless the Growth Alliance and the Growth Alliance's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, 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 Member's negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. Member further agrees in the event that it brings a claim or lawsuit in violation of this agreement, Member shall be liable for any attorney's fees and costs incurred by Innovation Pointe, the Growth Alliance or its respective officers and agents in connection with the defense of such claim or lawsuit. Nothing contained in The Station Member Agreement shall be deemed to constitute nor be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between parties hereto, other than the relationship of Incubator and Member. Member shall hold harmless Innovation Pointe/Growth Alliance from all damages or/losses whether direct, indirect, consequential, or resulting from the use or occupancy of any such offices or shared space.



## **Severability**

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

## **Agreement as License**

This Agreement constitutes a License to use the Premises in accordance with the terms of this Agreement and not in any way constitutes a lease or sub-lease.

## **Member's use of the Premises**

Member understands other persons and entities will have access to the Premises and therefore Member shall not interfere with other persons or entities use of the Premises. Member understands that Member shall not have the permanent use of any space in the Premises except under written agreement with the Growth Alliance.

## **Insurance**

Innovation Pointe carries General Liability Insurance. As a member of Cowork Evansville, it is strongly suggested that you carry a Renters Insurance Policy to cover your own equipment while using the facility. That policy may cover your current residence/office, as well as the premises of Cowork Evansville /Innovation Pointe.

## **Membership Term**

Memberships renew on an annual basis, unless otherwise noted by the Growth Alliance. Memberships are non-transferable and non-refundable. The current base membership amount is \$750. Other amenities may be available for an additional cost.

## **Acceptance**

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this Membership Policy and further agree to be bound to the **TOU** of this Membership Policy regarding my participation in and use of the services. I understand that, as a Member of Cowork Evansville, it remains my responsibility to inform all guests, present and future, of Innovation Pointe's policies and procedures.

I understand that, as a Member of Cowork Evansville located at Innovation Pointe, any violations of these rules and guidelines by me or my guests may result in immediate termination of my membership upon the discretion of the Growth Alliance President and/or the Growth Alliance Board of Directors.