



# **SQUARE 1** Incubator and Co-Working Space 315 S. Franklin St. Kirksville, MO 63501

## **Membership Agreement**

The Missouri Rural Enterprise and Innovation Center (MREIC) seeks to provide a shared, community-driven workspace for entrepreneurs to create their businesses, small business owners to work “on” vs “in” their businesses, and location-independent professionals to thrive in an environment that encourages connections and mutual support. All members must be 18 years of age or older.

**Collaboration:** One of the great benefits of working in a co-working space is that you will meet all sorts of people with all sorts of knowledge and where possible collaborate to support each other’s activities. Square 1 exists because of you and for you. As a member, you will not just be a customer of Square 1; you’ll be an active part of what Square 1 is and does for you and for others.

### **Membership Features**

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

#### **All Memberships**

- Hours of Operation: 6am-1am.
- Copier/Printer/Scanner, with 10 complimentary copies or prints on a per day basis
- Secured high speed internet
- Flexible work space
- Free admission to member-related events held in the space
- Free business counseling
- Cell phone booster
- Ability to reserve conference space

### **Membership Types and Rates**

- Partner membership (existing partners with MREIC): Students/faculty/staff/employees pay \$10/month**
- Business Membership (existing business) pays \$40/month for access for two individuals**
- Individual Membership (single person): \$30/month**
- Daily Pass: \$5/day**

### **Please provide the following contact information:**

First Name: \_\_\_\_\_ Last: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Industry: \_\_\_\_\_

Job Title: \_\_\_\_\_

Your membership means it is OK for us to publish your name, industry, title, and URL on our member directory. Sensitive information will be kept private.

### **Terms of Use**



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The following Terms of Use is intended to insure that the Missouri Rural Enterprise and Innovation Center (MREIC) and its incubator, hereinafter referred to as Square 1, and its members are properly protected. Square 1 is an incubator/co-working space operated and owned by MREIC. It is located at 315 S. Franklin St. Kirksville, MO 63501.

**Acceptance of Terms.** All services provided to you, the member, by Square 1 are subject to the following Terms of Use ("TOU").

The Terms of Use and all policies and procedures of Square 1 are subject to change from time to time. Changes will be posted on the bulletin board as well as emailed to all active members. Members are responsible for staying up-to-date with the Terms of Use as modified. The email address will be the one provided by the Member in the Membership Application or subsequent addresses as provided to Square 1.

**Description of Services.** Square 1 shall provide you with access to work stations, Internet access, office equipment, conference space, knowledge resources, and other services as Square 1 may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU.

**Use of services.** As a Member, you agree that you will not participate in any unlawful or prohibited use while using the services of Square 1 and while in its facilities. As a condition of your Membership, 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 interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Square 1 server or to any of the Services, 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 through 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.

In addition you affirm that 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 the 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 the Services, or another's computer or property of another;
- g. Restrict or inhibit any other Member from using and enjoying the Services;
- h. Violate any code of conduct or other guidelines, which may be applicable for any particular Service);
- i. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing Square 1 or its members; or
- j. Create a false identity for the purpose of misleading others.

The above list is not intended to be exhaustive or inclusive; Square 1 reserves the right to edit, refuse to post or to remove any information or materials, in whole or in part, in Square 1's sole discretion.



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**Use of Data.** From time to time, Square 1 may be required to submit to Board members and interested parties incubator monitoring information and data in a form reasonably required by these entities including initial Member data profiles, and your participation in and use of the Services of Square 1 deems necessary to satisfy any applicable law, regulation, legal process or governmental request. Square 1 may also use this aggregate data (not individual data) to support its program, secure funding, and for other such purposes as will promote the work and the success of Square 1. In collecting and in using this data, Square 1 will maintain anonymity of the individual Members and the confidentiality of the Member's data.

## **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 Square 1, the Missouri Rural Enterprise and Innovation Center (MREIC) MREIC's funding agencies Missouri Technology Corporation (MTC) and the Small Business Development Center (SBDC), or any Member of Square 1, our other users 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 and/or books and records of Square 1, MREIC and its affiliates (MTC and SBDC), any analyses, compilations, studies or other documents prepared by Square 1, MREIC and its affiliates (MTC and SBDC) or otherwise derived in any manner any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential.
- b. All Confidential Information remains the sole and exclusive property of Square 1 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 Square 1 or any participant or user of the Services.

**Participation In or Use of Services.** You acknowledge that you are participating in or using the Services of your own free will and decision. You acknowledge that Square 1 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.

**Disclaimer of Warranties.** To the maximum extent permitted by applicable law, Square 1 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, and 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 you.

**Exclusion of Incidental, Consequential and Certain Other Damages.** To the maximum extent permitted by applicable law, in no event shall Square 1 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 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 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 Square 1, and even if Square 1 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.

**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 MREIC, its fiscal agent, or Square 1 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 your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you



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

**Termination.** Square 1 reserves the right to terminate Membership at any time. Square 1 further reserves the right to terminate Member participation in and use of any Services, immediately and without notice, for failure to comply with the TOU. Likewise, if a Member is disruptive to other occupants or in any way problematic with regard to smooth operations of the Square 1, Square 1 reserves the right to terminate the contract with 30-days' notice or immediately if the disruption is deemed unacceptable.

**Indemnification.** You release, and hereby agree to indemnify, defend and save harmless MREIC, Square 1, the City of Kirksville, and Truman State University, 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 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 attorneys' fees and costs incurred by Square 1 or its respective officers and agents in connection with the defense of such claim or lawsuit.

**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.

**Insurance.** Square 1 will carry Liability and Business Personal Property insurance; however as a member, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space.

**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.**

**Member Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**MREIC Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_