



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. Square 1 is designed for incubation for entrepreneurial pursuits, and not a permanent home for a business. Contract may be reviewed on an annual basis.

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: 24 hours, 7 days/week.
- Copier/Printer/Scanner, with 10 complimentary copies or prints on a per day basis (each page after is \$.05 for black and white, \$.10 for color)
- 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 (Co-working space only)**
- Private office \$85/month for the first calendar year of membership.**
- 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: _____ Emergency Contact Name _____
Email: _____ Emergency Contact Phone _____
Website: _____ Emergency Contact Relationship _____
Industry: _____
Job Title: _____



SQUARE 1 Incubator and Co-Working Space

315 S. Franklin St. Kirksville, MO 63501

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

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



SQUARE 1 Incubator and Co-Working Space

315 S. Franklin St. Kirksville, MO 63501

- 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.

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 and you agree to keep it confidential. 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,



SQUARE 1 Incubator and Co-Working Space

315 S. Franklin St. Kirksville, MO 63501

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 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, 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 ordinary, 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. And the same is true for any ordinary negligence on Square 1's part.

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): _____

_____ **I have received and read a copy of the Rules & Regulations.**
(initials)

_____ **I have received and read a copy of the Termination of Membership Policy.**
(initials)



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

Rules and Regulations

- 10 copies/prints complimentary per day. Any copies over that will be \$.05 per b/w, and \$.10 per color copy.
- Clean up after yourself. If you spill something make sure it is wiped up.
- Any dishes you use are to be cleaned before you leave.
- The refrigerator will be cleaned out the 2nd and 4th Monday of the month. Please remove your food.
- When using the microwave, please cover food with a lid or paper towel to minimize splashes; clean up any mess when finished.
- Remember this is a “shared” space. Items for public use are for everyone.
- If you’re on your phone, remember other people may be using the space. Keep it down or find a spot away from others. Also, keep your ringer down so you do not disturb others in the space.
- Don’t slam doors.
- If you use the last of the paper in the printer, refill it.
- Please flush the toilet once you’ve finished.
- Don’t eat someone else’s food or drink someone else’s beverage that you “find” in the refrigerator.
- Make sure anything you bring that you’re not going to eat or drink gets thrown away.
- If you’re at a shared table make sure to keep your things contained so that others can use the table as well.
- Please keep items off the floor in your work area, as they can be tripping hazards. This includes computers, cords, loose papers, cases, files, purses, etc.
- Be friendly.
- If something needs fixed or isn’t working properly, be sure to let someone know.
- When you leave the space be sure to turn off the coffee pot/lights before you leave unless someone else is using the space.
- No overnight sleeping.
- Lights need to be on while space is in use.
- Operating hours are 24 hours/day, 7 days/week.
- If members need an exception to any other rule, please see Square One staff.
- Fire extinguishers are located in the kitchen to the left of the stove and at the bottom of the entrance stairs near the rest rooms.
- Limit 45 people in the space at one time.
- Please keep items off the floor in your work area, as they can be tripping hazards. This includes computers, cords, loose papers, cases, files, purses/bags, etc.

Breaking the rules may result in termination of membership.



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

Termination of Membership Policy

Although Membership in SQUARE 1 is on a month-to-month basis, both MREIC and Members understand that there are situations that arise whereby Membership will be terminated.

The Incubator Rules and Regulations and Terms of Use are given to each Member upon signing Membership contract, and are posted in the Incubator shared space and kitchen. Members are expected to comply, as they are made for the safety and enjoyment of all Members. As SQUARE 1 is located in a building owned by the City of Kirksville, there are certain codes and regulations that must be adhered to.

If the Incubator Rules and Regulations and/or Terms of Use are compromised, there is a 3-step policy:

- 1) First offense: MREIC will inform Member of the offense verbally.
- 2) Second offense: MREIC will inform Member in-writing of the offense.
- 3) Third offense: MREIC will terminate Membership of individual. There will be no pro-rations.

If the Member seeks to use the space for a purpose that deviates from its intended purpose, or has an issue that needs to be worked around, the Member may fill out the Request for Exception and submit it to MREIC for consideration. All Requests will be considered, and will have to have the approval of the MREIC Board.

_____ **I have received and read a copy of the Termination of Membership Policy.**
(initials)



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

Private Office Rules

Leased private office is approximately 10'x10' sf and permitted to be used as general office space only. The private office has access to a printer and other office equipment which may be used by Member, but not removed from common office space. Member accepts the room "as is" and lessor is under no obligation to make any special concessions.

Monthly rent will be paid in full on or before the date on which the rent is due. Failure to pay rent will result in forfeit of the office space. Member may terminate their contract at any time, however, rent will not be pro-rated or refunded upon their departure.

Private office space may not be sub-leased or transferred.

Member must abide by all laws of city, state, and federal government. Member agrees that the office will be used to conduct legal business purposes only. No illegal or dangerous materials will be stored in the space.

Member agrees to keep the space in good condition and not disrupt, adversely affect or interfere with other occupants of the building or co-working space. Damage to office walls or furniture may require reimbursement for damages and may result in termination of membership.

- A bulletin board and magnetic white board have been provided. No other items are to be affixed to the wall.
- No tape is to be used on the desk/hutch, as it can ruin the finish.
- For safety, please keep door window unobstructed.
- Turn lights off when leaving the space.
- Cleaning the office space is tenant's responsibility. Trash cans need to be placed outside the office door for emptying.

Staff reserve the right to inspect office as appropriate.

Member shall defend, hold harmless and indemnify the City of Kirksville and the Economic Development Alliance (K-REDI, MREIC and SBDC) against any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of said Member during use of the space.

Breaking the rules may result in termination of membership, reference Termination of Membership Policy

I have read, understand and agree to follow these rules.

Sign

Print

Date