



the**Exchange**
CENTER FOR ENTREPRENEURSHIP

Policies and Terms of Use

As The Exchange space is utilized on a daily basis by a wide variety of Members, we ask that everyone adhere to the following Policies and Terms of Use. Failure to abide by these may result in revocation of Membership privileges.

- **The Exchange is a smoke, drug, and alcohol free facility***
- **No children under the age of 18**
 - For safety and liability reasons, as well as to maintain a professional environment for all of our Members, children under the age of eighteen are not permitted to be on the Premises.
- **No Pets**
 - We all love our pets! However, this is a shared space environment and we want to be sensitive to all our Members and guests. Therefore, we ask that you please keep your animals at home. Exceptions may be made for registered service animals with proper medical documentation. Please notify us in advance if you have a service animal who will be assisting you during your visit.

Boundaries

- Be respectful of other people's spaces and allow enough room for others.

Noise

- If you need to take a phone call, please be considerate of other Members.
- Headphones are required when listening to music.

Schedule

- Member events that include the public will be posted in advance.
- Meeting rooms are to be used only when reserved in advance via the online schedule.

Clean up after yourself, including but not limited to the following:

- Be sure to dispose of any items left in the refrigerator
- Do not leave items in the sink
- Wipe down your work area when finished, if necessary
- Keep the space secure

Entering/Exiting

- When entering/exiting, please ensure the doors are fully closed and locked. If you are the last person to leave for the evening, please be sure to turn off lights and check both doors.

Guests

- Take responsibility for your guests. If you invite someone into the space, you are responsible for monitoring their actions while present, including any damage to the property.

Use common sense - Overall, treat others as you want to be treated.

Report problems immediately - Please communicate to the Exchange Host

(myowenexchange@gmail.com) if anything needs to be changed, cleaned, removed or improved.

Terms of Use

Identification: “The Exchange” Co-Work Space operated by the Owen County Chamber of Commerce; hereafter referred to as “The Exchange”

1) Acceptance of Terms

The services The Exchange provides to you, the undersigned (also referred to herein as “Member”), including but not limited to use of the office space and access to the internet, are subject to the following Terms of Use. The Exchange reserves the right to update the Terms of Use at any time and will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

2) Description of Services

The Exchange may provide you with access to office space, work stations, internet access, office equipment, meeting rooms, media rooms, knowledge resources, and other services as The Exchange may provide from time to time (collectively known as “Services”), located at [ADDRESS], Spencer, Indiana (the “Premises”).

3) Payment and Renewal Terms

Member agrees to pay as rent for the use of the Premises the amounts set forth in the Membership Fees and Payment Information. Fees are to be paid in advance, on the first of the applicable month, during the Term of this Agreement without any deduction or right of set-off and without relief from valuation or appraisal laws. Additionally, a late charge equal to five percent (5%) of the monthly rate, will be added should any payment be unable to be processed or check or money order be returned by the Member’s bank for any reason. This Agreement shall automatically renew each month, unless either party provides written notice to the other party at least five (5) days prior to expiration of the then current Term or renewal Term. Notwithstanding the foregoing, this Agreement terminated pursuant to additional terms outlined below.

4) No Unlawful or Prohibited Use

Member shall use the Premises for office purposes, and such customary related purposes, only and Member agrees that when using the Premises, Member shall not:

- a) Violate any local, state, federal or any other applicable laws or regulations;
- b) Violate the Membership Agreement, The Exchange Policies, or The Exchange Terms of Use;
- c) Use the Premises in a manner that could cause damage to or be harmful to the Premises or The Exchange;
- d) Restrict or interfere with any other party's use and enjoyment of the Premises;
- e) Use the Premises in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited message (commercial or otherwise);
- f) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others or publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information; and
- h) Use any material or information, including images or photographs, which are made available through the Premises in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.

5) Policies

Member's use of the Premises shall at all times be subject to any Policies and Terms of Use adopted by The Exchange as shall be amended from time to time in The Exchange's sole and absolute discretion. aMember hereby covenants and agrees to use the Premises in accordance with The Exchange Policies and Terms of Use then in place, to not violate said Policies or Terms of Use, and to report any violations of said Policies or Terms of Use of which it becomes aware.

7) Use of Member Information

Member hereby grants Owen County Chamber of Commerce a limited license without additional consideration during the Term of this Agreement for the use of Member's name, image and likeness, trademark, trade name, industry, title, and URL for listing in The Exchange's public Membership directory or for any promotional purposes of The Exchange. Owen County Chamber of Commerce reserves the right at all times to disclose any information about Member or Member's use of the Premises, as The Exchange deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

8) Use of Premises

Member acknowledges that Member is using the Premises at Member's own freewill and decision. Member acknowledges that neither The Exchange, nor its officers past, present or future, directors, employees or agents, have liability with respect to Member's use of the Premises, or loss resulting from such use.

- a) Meeting Room: The Exchange Member who reserves the conference room assumes all responsibility and must be present until all guests have departed.
- b) Media Room: The Exchange Member who reserves the media room assumes all responsibility of the room and the equipment.

9) Termination

The Exchange further reserves the right to terminate Member's use of the Premises, immediately and without notice, if Member fails to comply with any term or provision of the Membership Agreement, The Exchange Policies, and/or The Exchange Terms of Use. In the event The Exchange terminates the Membership Agreement any prepaid rents held by The Exchange shall be refunded to Member on a prorated basis based on the number of days remaining within the Term. The refund of Member's prepaid rents shall serve as liquidated damages and Member's exclusive remedy in the event The Exchange elects to terminate this Agreement.

10) Electronic Access Code

Upon the execution of this Agreement, Member shall be provided a code providing the Member with access to the Premises. For safety and security purposes, this code is not to be given out to any other Member, employee, and/or guest.

11) Reserved Rights

The Exchange reserves the right to use or rent out all or any portion of the Premises to the exclusion of the Member upon at least seven days prior notice via email.

12) Surrender

Upon the expiration or other termination of the Membership Agreement, Member shall quit and surrender to The Exchange, the Premises in good order and clean condition. All property remaining on the Premises after the expiration or earlier termination of the Membership Agreement shall, at The Exchange option, be deemed abandoned and may be removed and disposed of by The Exchange, without liability to The Exchange. Member's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

13) Alterations

Member shall not make or permit alterations or additions to or upon any part of the Premises (whether inside or outside the Premises and including without limitation any office furniture, plantings, wall hangings, electrical fixtures, window coverings and other office fixtures) or the improvements located on the Premises without first obtaining the written consent of The Exchange which consent may be withheld or conditioned in The Exchange's sole and absolute discretion. Any permitted alterations and additions shall remain for the benefit of The Exchange, provided, however, that The Exchange may elect to require that Member, at its expense, remove at the expiration or earlier termination of this Agreement all or a portion of the alterations or additions made by Member and repair any damage caused by such removal. Member's

obligations under this section shall survive the expiration or earlier termination of this Agreement.

14) Office Furniture

Member shall not install any fixed or permanent office furniture upon the Premises, hang any wall hangings upon or around the Premises. Any and all damage caused by Member shall be immediately repaired by The Exchange at the sole cost and expense of Member. Member's obligations under this section shall survive the expiration or earlier termination of this Agreement

15) Inspection

The Exchange or The Exchange's agents or invitees shall be permitted to inspect or examine the Premises at any time without notice to Member, and The Exchange shall have the right to make any repairs, improvements, modifications or changes to the Premises which it deems necessary or appropriate..

16) Insurance

The Exchange will carry General Liability insurance. As a user of the suites, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the Premises of The Exchange. Each Member will need to add the Spencer Owen Economic Development Corporation as an additional insured and provide a copy to the Spencer Owen Economic Development Corporation.

17) Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OWEN COUNTY CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT CORPORATION AND/OR THE EXCHANGE PROVIDES THE PREMISES "AS IS" AND WITH ALL FAULTS AND HEREBY DISCLAIMS WITH RESPECT TO THE PREMISES 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, ACCURACY OR COMPLETENESS, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OF THE PREMISES, REMAINS WITH MEMBER.

18) Exclusion of Incidental, Consequential and Certain Other Damages.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OWEN COUNTY CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT CORPORATION AND/OR THE EXCHANGE, OR ITS PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, AGENTS, 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 PROPERTY, 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 THIS AGREEMENT, INCLUDING THE INABILITY TO USE OF THE PREMISES OR THE PROVISION OF OR FAILURE TO PROVIDE PREMISES, AND EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF OWEN COUNTY CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT CORPORATION, AND EVEN IF OWEN COUNTY CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19) Indemnification.

You release, and hereby agree to indemnify, defend and save harmless Owen County Chamber of Commerce and Economic Development Corporation and/or The Exchange and each of their subsidiaries, affiliates, and their past, present and future officers, directors, agents, 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 Membership and use of the Premises, including any based on your own negligence. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorney fees and costs incurred by Owen County Chamber of Commerce and Economic Development Corporation or its officers, directors, employees, representatives, and agents in connection with the defense of such claim or lawsuit.

Signature

I, _____, with _____ understand and will comply with the terms and conditions of the Membership Agreement with Owen County Chamber of Commerce and Economic Development Corporation and The Exchange. By signing below, I further acknowledge that I have read The Exchange Policies and Terms of Use attached to the Membership Agreement as Exhibit A and incorporated therein, and agree to be bound by the same.

Signed: _____ **Date:** _____

Printed Name: _____

Company: _____