



The EDGE: Center for Entrepreneurship and Innovation

800 22nd Street, Tuscaloosa, AL 35401

Co-working Membership Application and Agreement

This Co-working Membership Application and Agreement (the “Agreement”) is between the undersigned (the “Client”) and The Chamber of Commerce of West Alabama (the “Chamber”) and is effective, upon Client’s acceptance as a member of The EDGE, as of the date of acceptance below by the appropriate representative of The EDGE. The Chamber operates The EDGE: Center for Entrepreneurship and Innovation (“The EDGE”) located currently at 800 22nd Avenue, Tuscaloosa, Alabama 35401. This Agreement, along with the Terms and Conditions for The EDGE, attached define the Client’s membership in and use of the Co-working space inside The EDGE.

The Terms and Conditions are subject to change from time to time by The EDGE and the Chamber in their sole discretion. The EDGE will provide notice of any change in such Terms and Conditions to the Client and the most current version of the Terms and Conditions will be available to the Client by contacting the reception desk at The EDGE’s facility. The Client agrees that continued use of The EDGE and its facility after notice of any change in the Terms and Conditions is equivalent to the Client’s agreement to be bound by those Terms and Conditions, as amended, without requirement of signing any additional documentation.

By executing the Application below, the Client agrees to be bound by the terms of this Agreement and the applicable Terms and Conditions.



The Chamber

of Commerce of West Alabama

THE EDGE

THE CENTER FOR ENTREPRENEURSHIP AND INNOVATION

CO-WORKING MEMBERSHIP DETAILS

<u>MEMBERSHIP CATEGORY</u>	<u>RATE</u>	<u>MEETING HRS/MONTH</u>	<u>HOURS OF USE</u>
DROP IN Daily Pass	\$25 for the day or \$15 half day	N/A	8:30 A.M. - 5:00 P.M.
VIRTUAL PRESENCE Address, Mailbox, Fax Service, Discounts	\$50/Month	N/A	NA
FRIEND Any Open Desk – Weekdays Only	\$125/Month	4	8:30 A.M. - 5:00 P.M.
COLLEAGUE Any Open Desk – 24 Hour	\$150/Month	4	24/7
RESIDENT Private Desk – 24 Hour	\$250/Month	8	24/7

Note:

- Each client will be issued a code to be used for making copies and postage; clients will be billed monthly for their usage.
- Local faxes are free but there is a charge for long distance faxes.
- Monday thru Friday access does not include standard business holidays.
- All residents of The Edge are required to maintain the appropriate business license(s).

THE EDGE MEMBERSHIP CATEGORIES

DROP IN

- Open to business men and women to drop in between the hours of 8:30 a.m. and 5:00 p.m. Monday thru Friday. Wi-Fi and B/W printing are available. Closed on all standard business holidays.

VIRTUAL

- Tuscaloosa mailing address.
- Package and mail receiving and pickup.
- Send and receive faxes (Additional cost for long distance faxes).
- 10% discounts on drop-in passes.
- 10% discounts on meeting space.
- Access to all EDGE events.

FRIEND

- M-F, 8:30 a.m. - 5:00 p.m.
- Use of any available hot-desk.
- 4 hrs. reserved meeting room time per month.
- Discounts on extra reserved meeting time, when available.
- High speed secure internet Wi-Fi.
- B/W printing, network printer.
- Unlimited periodic use of breakout room for private phone calls and meetings.
- Send and receive faxes (Additional cost for long distance faxes).
- Free fresh coffee.
- Access to all EDGE events.

COLLEAGUE

- 24/7/365 access.
- Use of any available hot-desk.
- 4 hrs. reserved meeting room time per month.
- Discounts on extra reserved meeting time, when available.
- High speed secure internet Wi-Fi.
- B/W printing, network printer.
- Unlimited use of breakout rooms for private phone calls and meetings.
- Send and receive faxes.
- Scan documents to e-mail.

- Free fresh coffee.
- Access to all EDGE events.
- Discounted training opportunities (Chamber sponsored).

RESIDENT

- 24/7/365 access.
- Your very own private desk.
- 8 hrs reserved meeting room time per month.
- Discounts on extra reserved meeting time, when available.
- High speed internet Wi-Fi.
- B/W printing, network printer.
- Unlimited use of breakout rooms for private phone calls and meetings.
- Send and receive faxes.
- Free fresh coffee.
- Access to all EDGE events.
- Discounted training opportunities (Chamber sponsored).



The Chamber

of Commerce of West Alabama



**THE EDGE:
THE CENTER FOR ENTREPRENEURSHIP AND INNOVATION
CO-WORKING MEMBERSHIP APPLICATION**

NAME: (Print or Type) _____

TITLE: _____

ORGANIZATION: _____

Mailing Address: _____

Email Address: _____

Contact Phone Number: _(_____)_____

MEMBERSHIP LEVEL: _____

I subscribe and agree to the terms and conditions provided in the Co-working Membership Application and Agreement and all current and subsequent Terms and Conditions of membership adopted by The EDGE.

BY: _____

(Authorized Signature for the Client)

Date: _____, 20____

ACCEPTED BY THE EDGE:

(Authorized Signature)

Date: _____, 20____

The EDGE: Center for Entrepreneurship and Innovation

Terms and Conditions

1. The following terms and conditions apply to all Co-working memberships:

- a. Memberships are on a first come, first served basis.
- b. All activity inside The EDGE should be of a legal business nature only. Any non-business use is reason for immediate membership revocation.
- c. Members are not allowed to make retail sales from The EDGE facility, nor are members allowed to operate any manufacturing equipment of any kind in The EDGE.
- d. All members must comply with all requirements of law to obtain applicable municipal and/or state/county business licenses and any required professional licenses. Members must provide copies of such licenses to representatives of The EDGE upon request.

2. Monthly memberships are paid a month in advance. Memberships beginning after the first day of the month will be prorated and the following month's membership will be due on the first of each month. Payment constitutes membership renewal. All Co-working space rental payments are nonrefundable. Failure to timely pay the membership will result in immediate termination of Client's membership and termination of access to the facility.

3. **Drop In – Daily Pass:** A deposit equal to four hours rent is required at the time of rental. Balances are due on checkout at the end of the rental period. All Co-working space rental payments are nonrefundable. Drop In – Daily Pass members must checkout by 5:00 p.m. each day.

4. By signing the Co-working Membership Application and Agreement, Client agrees to the following:

- a. To use the co-working space to conduct only legal business activities.
- b. To be mindful and courteous to fellow members of The EDGE.
- c. To be responsible for any damage to equipment and contents (i.e. furniture) of The EDGE facility. Any damage must be reported to The EDGE representative immediately.
- d. To leave the co-working space in proper order, with all paper, trash, cups, etc. disposed in trash receptacles.
- e. To immediately report any conflicts that arise between Client and other members of The EDGE to The EDGE representative.

f. To provide and submit to The EDGE such information regarding Client's business as may be requested from time to time, including, but not limited to certain standard recurring reports requested of members of The EDGE.

5. Smoking is not permitted in The EDGE's facility. Client may ask The EDGE's receptionist for directions to a designated smoking area.

6. Co-working provides a means for independent business operators to share information and collaborate on projects. This type of sharing and collaboration among members is highly recommended and encouraged.

7. Client agrees that The EDGE is in no way responsible for any personal injuries, property damage, lost or stolen items, or other liabilities that may be incurred during Client's use of the facility. Thus, Client agrees to release, indemnify, and hold The EDGE, the Chamber, and The University of Alabama and its affiliated organizations (collectively, the "University") harmless of any such claims or damages and releases them from any liability whatsoever related to Client's use of The EDGE.

8. Client hereby agrees to defend, indemnify, and hold the Chamber and the University harmless from and against any damages, loss, claim, suit, and expense occasioned by or arising out of any claim for death, damage, or otherwise, which results from Client's use of The EDGE, and defect or alleged defect in The EDGE facility, or the fault or negligence of The EDGE, the Chamber or the University.

9. Furthermore, Client hereby agrees to defend, indemnify, and hold the Chamber and the University harmless from and against any damages, loss, claim, suit, and expense resulting from any act or omission of Client or its guests while on or near The EDGE facility.

10. The EDGE has the right to deny or cancel memberships as it deems necessary for any reason whatsoever and Client agrees to promptly remove any of Client's property from The EDGE upon notice of any cancellation of membership.

11. Members whose membership provides for conference room time must schedule the use of a conference room through The EDGE's reception desk. Other members may schedule use of the conference room for an additional fee.

12. Activities within the co-working space will be digitally recorded via a security camera. However, The EDGE, the Chamber, and the University of Alabama are not responsible for the security of any member or its guests. Client acknowledges its own responsibility for its security at all times while in or near The EDGE facility.

13. Building Entry – Members will be able to enter the building between 8:00 a.m. and 5:00 p.m. Monday - Friday through the front entrance, except for standard business holidays and special occasions. Members whose membership provides for after-hours entry will be assigned an access code to enter the building 24 hours a day. Members provided such access codes agree to keep those codes confidential at all times and refrain from sharing them with any other party whatsoever.

14. Copy Machine - Use of the copy machine and postage meter in The EDGE is controlled by individual access codes assigned to each member. Prices for copies will be posted at the Reception Desk and postage will be charged for the actual postage used. Members will be invoiced for copies and postage at the end of each month and full payment is due within 10 days. A personal code may be obtained at the Reception Desk.

15. Supplies - Client is responsible for providing office supplies such as paper, pens, pencils, staplers, tape, markers, etc. for Client's own use.

16. Signing In and Out - Each member is required to sign in and out at the Reception Desk every time the member enters or departs from The EDGE facility. Even though the Reception Desk will be unmanned on weekends, members must sign in and out just the same.

17. Faxes may be sent and received from The EDGE. Receiving faxes and sending local faxes is free while sending long distance faxes is .25 per page and will be invoiced to members at the end of each month and full payment is due within 10 days. Any member abusing the privilege of sending faxes will have the privilege revoked.

18. Shipping – Members, other than Drop-In members, may use The EDGE FedEx and UPS shipping accounts to send packages. Members will be invoiced for the actual amount at the end of each month and full payment is due within 10 days.

19. Printer – Members are asked to restrict the number of copies they print on the printer to no more than 30 copies per day. Printer access is wireless. Access information can be obtained at the Reception Desk. A production copier is available for additional reproduction. Members should check at the Reception Desk if a copier code is desired.

20. Reception Services – If a call is received at the Reception Desk, messages will be forwarded to members by e-mail. Members are asked to notify the Reception Desk when they are

expecting special guests so they can be directed according to the member's wishes.

21. Conference Room – Members must schedule conference room time through the Receptionist Desk in accordance with their membership level. Only business related activities are permitted in the conference room at all times.

22. Private Space – The small meeting room is set aside for private telephone conversations and small meetings. There is no need to schedule its use but members must be respectful of other members that may also need to use the space by keeping their use to the minimum time necessary.

23. Secure Wi-fi – Internet access by members is available by wi-fi. The wi-fi access code will be posted at the Reception Desk. Members who utilize such access in an inappropriate way may have the privilege to use the access revoked.

24. Access – Access to The EDGE's facility is determined by membership level. When accessing the building after 5:00 p.m. and before 8:30 a.m., members must use the electronically controlled door only. Opening any other door will trigger an alarm and police will be dispatched. Any entrance or exit may be used during normal operating hours. Members must not allow access to the facility to any other party after hours or provide the code to access the facility to any party. Any member who does so will be subject to having their membership terminated immediately.

25. Mail – Member mailing address will be:

[Your Business Name]
The EDGE
800 22nd Avenue
Tuscaloosa, Alabama 35401

26. Temperature – Please read instructions posted on the wall at the thermostat. The temperature is preset so please do not attempt to adjust it. If adjustment is required, notify the Reception Desk for assistance.

27. Termination – The EDGE may terminate any membership at any time for any reason, provided reasonable notice of such termination is provided to the member. Provided, however, that to the extent these Terms and Conditions provide for immediate termination of membership, no additional notice must be provided to the member whose membership is terminated.

28. Signs – Client shall not display any sign on the exterior or interior of The EDGE facility without the prior written permission of The EDGE.

29. Warranty - Client specifically recognizes and acknowledges that any business venture to be undertaken by Client depends upon the ability of Client as an independent

businessperson, as well as other factors, such as market and economic conditions, beyond the control of The EDGE, the Chamber, the University, and Client. Client acknowledges that success or failure of Client's business enterprise will be dependent on the business acumen and diligence of Client. Client specifically recognizes and stipulates that success or failure of Client's business will not depend on the performance of The EDGE, the Chamber, or the University under these Terms and Conditions, and The EDGE, the Chamber, and the University make no representation or warranty whatsoever as to the success of Client's business.

30. Intellectual Property - Client may not, without the prior written consent of the named institution, use any of the following names in any advertising, brochures, or promotional materials: The EDGE: Center for Entrepreneurship and Innovation; the University of Alabama; or The Chamber of Commerce of West Alabama.

31. Miscellaneous - These Terms and Conditions shall be construed in their entirety according to their plain meaning and shall not be construed against the party who provided or drafted them. All of the terms, provisions, and conditions of these Terms and Conditions shall be deemed to be severable in nature. If for any reason the provisions of these Terms and Conditions are held to be invalid or unenforceable to any extent, to the extent that such provisions are valid and enforceable, a court of competent jurisdiction shall construe and interpret these Terms and Conditions to provide for maximum validity and enforceability of these Terms and Conditions. In the event of any default by Client as to any duty, warranty, or undertaking owed to The EDGE, the

Chamber, or the University, which default results in efforts by the non-defaulting party to remedy same (whether a lawsuit is filed or not), Client shall pay, in addition to such other sums as may be due under these Terms and Conditions, all costs and expenses of such efforts, including, but not limited to, reasonable attorneys' fees. No right or remedy conferred upon or reserved to a party in these Terms and Conditions or any document or instrument delivered in accordance with these Terms and Conditions is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given under these Terms and Conditions or any document or instrument delivered in accordance with these Terms and Conditions or now or hereafter existing at law or in equity or otherwise. The assertion or exercise of any right or remedy under these Terms and Conditions or otherwise shall not prevent the concurrent assertion or exercise of any other available right or remedy. The laws of the State of Alabama shall govern the validity of these Terms and Conditions, the construction of these Terms and Conditions, the interpretation of the rights and duties of the parties, the enforcement of these Terms and Conditions, and all other matters relating to these Terms and Conditions. The representations, warranties, and covenants made pursuant to and contained in these Terms and Conditions shall survive the execution and delivery of these Terms and Conditions and the consummation of the transactions contemplated in these Terms and Conditions. Any obligation of a party that contemplates performance of such obligation after termination or expiration of these Terms and Conditions shall be deemed to survive such termination or expiration.