



CoLaunch Membership Agreement

CoLaunch, a program of Grand Valley State University's Muskegon Innovation Hub (the Hub), is a one-stop shop for entrepreneurs, professionals, and any others that desire a collaborative space to work. It provides low-cost office space and amenities in a community-driven environment of like-minded entrepreneurs, innovators, freelancers, remote corporate professionals, and creative thinkers. It provides an organic source of networking, as well as access to on-site business training tools and resources.

Membership Features

All Memberships

Access to high-speed wireless internet
Access to printer/scanner/copier
Use of private meeting rooms in CoLaunch
Access to kitchenette
Access to "quiet" space for private phone calls
Access to a community of like-minded people
Free snacks and hot coffee
Specialized events and trainings

Unlimited 24/7 \$175/month

Secure access 24 hours per day, 7 days per week
Use of mailing address

Monthly Business Week \$100/month

Access during hours the facility is open
Use of mailing address

Day Pass \$20/day

Access 8 am – 5 pm for one business day, provided there is sufficient space

Assigned Desk Space with Locked Storage (for monthly clients) \$25/month

Assigned desk that is for client's use only
Locked storage cabinet

Terms of Service

1. Acceptance of Terms.

The services of CoLaunch, a program of Grand Valley State University (“GVSU”) and the Hub (heretofore collectively referred to as “CoLaunch”), provides to you, the undersigned, are subject to the following Terms of Use (“TOU”) and to the CoLaunch Community Norms.

CoLaunch reserves the right to update the TOU at any time. CoLaunch 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.

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.

2. Description of Services.

CoLaunch may provide you with an open general office environment, which may include access to work stations, Internet access, office equipment, conference space, knowledge resources, and other services as CoLaunch may provide from time to time (collectively, “Services”).

3. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

4. Use of Services.

You agree that when participating in or using the Services, you will:

- a. At all times be respectful and supportive of other CoLaunch members, Hub clients, their guests and CoLaunch staff. In particular, you will not engage in behavior that may be deemed by CoLaunch staff as abusive or harassing toward anyone on CoLaunch property. You will not post, display or upload materials that are profane or obscene.
- b. Use the provided Services in such a way that your use does neither damage to, nor degradation of, those Services. In particular, network resources will be used for general office use only. You will not engage in any activity that restricts or inhibits other users from enjoying the Services or other services provided by CoLaunch.
- c. Abide by all applicable laws and the policies of CoLaunch. You will respect the confidential information of others, and you will not engage in any activity that you know or have reason to know is illegal, or which is intended to enable the violation of any law or policy of CoLaunch in the future.

5. Disclosure.

CoLaunch reserves the right at all times to disclose any information about you, your participation in and use of the Services as required under law, and to edit, refuse to post or to remove any information or materials, in whole or in part, at CoLaunch's sole discretion.

6. Confidentiality.

- d. 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 CoLaunch, or any participant or user 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 or business affairs; any knowledge gained through observation of or access to the facilities, computer systems and/or books and records of CoLaunch or clients; any analyses, compilations, studies or other documents prepared by CoLaunch, its users or Hub clients or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential.

- e. Your participation in and/or use of the Services obligates you to:
 - i. Maintain all Confidential Information in strict confidence;
 - ii. Not to disclose Confidential Information to any third parties;
 - iii. Not to use the Confidential Information in any way directly or indirectly detrimental to CoLaunch, or any participant or user of the Services.
- f. All Confidential Information remains the sole and exclusive property of CoLaunch 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 CoLaunch or any participant or user of the Services or other services provided by CoLaunch.

7. Payment.

A member can pay for their membership via credit card or check at the Hub reception desk or in the Hub Administrative Offices.

8. Termination.

- g. CoLaunch reserves the right to terminate any Service at any time. CoLaunch further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.
- h. You may choose to terminate the Service at any time.
- i. No refunds will be given for memberships that are terminated before the membership term has expired.

- j. Upon the termination of Services, you shall deliver all CoLaunch key cards which shall have been furnished to you. In the event of the loss of any key cards so furnished, you shall pay CoLaunch a lost card fee.

9. Indemnification.

You release, and hereby agree to indemnify, defend and hold harmless CoLaunch 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, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your participation in Services, or your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of CoLaunch, and even if CoLaunch has been advised of the possibility of such damages.. You further agree that in the event you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by CoLaunch or its respective officers and agents in connections with the defense of such claim or lawsuit.

10. 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.

11. Additional General Terms.

By signing this TOU, you furthermore agree to the following additional terms and conditions of your membership:

- k. You shall not bring any pets onto CoLaunch Premises, unless you have a specific need for visual assistance;
- l. The Premises shall not be used for lodging;
- m. In the case of lost key cards, CoLaunch can replace the card during business hours only;
- n. You shall cause all doors to the Premises to be closed and securely latched before leaving the building;
- o. CoLaunch reserves the right to close and to observe the holidays designated by Grand Valley State University.

Service Selected

- Day Pass
- Monthly Business Hours Membership Reserved desk
- Monthly 24/7 Membership

Signature

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU (including the attached Community Norms) and further agree to be bound to the TOU and Community Norms regarding my participation in and use of the Services. This agreement is good until the end of the calendar year, or until updated by GVSU.

Signature: _____

Date: _____

Name (Printed): _____

Email: _____

Phone number: _____

City, State: _____



Community Norms

We are excited that you are becoming a part of our CoLaunch Community. As members of the CoLaunch Community, it is important that we respect the space, and each other. We (and your fellow members) encourage and expect you to take pride and ownership in your community by adhering to the following community norms:

1. The single biggest benefit of CoLaunch membership is access to your fellow members. We absolutely encourage CoLaunch members to make connections, collaborate, share ideas, provide advice and generally make col stuff happen. We encourage CoLaunch members to buy goods and services from each other, but members may NOT directly solicit other members. It's just annoying and may result in cancellation of your membership.
2. The building is also a place of business for tenant companies, so please respect their privacy and professional needs.
3. We're excited to share this space with you, but we're not excited to share your mess. Please remember that CoLaunch is a shared space, which means others will be using it as well. It is important that you clean up after yourself, and that you take everything with you when you leave.
4. The refrigerator is free to anyone to use, but only take what is yours. When a cleaning of the refrigerator is scheduled, it will be posted on the refrigerator door. The friendly CoLaunch staff reserves the right to throw anything in the refrigerator away, including breakthrough science experiments.
5. Sharing is nice, but please do not share your key card. CoLaunch key cards are not transferable and should not be given to anyone else for any reason.
6. Every person using CoLaunch must be a paid member. Exceptions: non-members can use CoLaunch if they are meeting CoLaunch members for business-related meetings or if the non- members have purchased a Day Pass. Members are absolutely accountable for the conduct of their guests.
7. We invite you to use the second-floor conference rooms as needed, but they must be reserved through the Reception desk or the Administrative offices on the second floor.
8. Please, no private or conference room squatting, and please clean up after using a room. If you rearrange the furniture, we expect that you will return it to the original set-up when you are finished.
9. Please be mindful of others when using a cell phone, and keep it on vibrate so that no one has to repeatedly listen to your awesome Star Wars ring tone.
10. We welcome your feedback! As a co-working community, we encourage two-way communication between our members and our staff. If you have ideas or suggestions, please feel free to share them with us.

I agree to these CoLaunch Community Norms and to take pride and ownership in the CoLaunch space.

Signature: _____

Date: _____

Name (Printed): _____