



# CoLaunch Membership Agreement

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CoLaunch, a program of Grand Valley State University's Muskegon Innovation Hub (the Hub), is a flexible and innovative workspace for entrepreneurs, professionals, and any others that desire a collaborative space to work.

## Membership Features and Pricing

### All Memberships

- A community of like-minded business owners and creatives
- Access to high-speed wireless internet
- Free coffee and snacks, access to kitchenette
- Bike lock-up and on-site showers
- Specialized events and trainings

### Daily Float

\$15/day

Access to open desks during Hub business hours  
Scheduled access to small conference rooms

### Catamaran

\$75/month

Access to open desks during Hub business hours  
2 free hours per month scheduled conference room use  
4 free hours per month scheduled recording studio.  
Use of printer/scanner/copier

### Runabout

\$125/month

Secure access to open desks 24 hours per day, 7 days per week  
2 free hours per day scheduled conference room use  
4 free hours per month scheduled recording studio.  
Use of printer/scanner/copier  
Mailbox  
Promotion on the Hub's website

### Cabin Cruiser

\$150/month

All the benefits of the Runabout +  
Assigned desk with lockable storage (as available)

### Art Studio

\$200/month

All the benefits of the Runabout

### Cruise Ship

starting at \$275/month

A private office  
2 free hours per day scheduled use of conference rooms  
4 free hours per month scheduled recording studio  
Mailbox  
Promotion on the Hub's website

# 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"). CoLaunch members may access their office and all designated common areas. Access to non-common areas of the building requires authorization from Hub staff. (Please see attached map)

## 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 or by applicable GVSU policies.

## 4. [Use of Services.](#)

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

- a. Individuals must be 18 years of age or older to be members of CoLaunch.
- b. 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.
- c. 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.
- d. 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.
- e. CoLaunch is for members only. Meetings with non members may be held in meeting rooms upstairs or in common areas as available
- f. Outside of normal business hours, CoLaunch is only available to members with memberships that permit 24/7 access. At no time will non-24/7 members, guests, clients, or visitors be allowed in the Hub

when the building is closed. CoLaunch reserves the right to terminate the membership of any member found to be admitting unauthorized guests during non-business hours.

- g. Extended meetings beyond normal business hours will be permitted as long the following conditions are met:
- Hub member must have a membership level that provides 24/7 access
  - Meeting must start during normal Hub business hours
  - Meeting must take place in a private office, in one of the 2<sup>nd</sup> floor conference rooms (205 or 206) or room 140; The recording studio is also included.
  - Hub member must be with their guest(s) at all times; At no time will non-members be permitted to walk through the building unescorted
  - When meeting is concluded, Hub member must escort their guest(s) out of the building, making sure door is securely locked

## 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.

- 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 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.
- b. 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.
- c. 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.

All monthly rental payments must be paid by credit card and must be set up as recurring payments to be charged on the 1<sup>st</sup> of each month. It is the responsibility of the member to inform Hub staff if they wish to discontinue their CoLaunch membership so that recurring payments may be turned off.

If a member fails to pay the required membership dues in full on the date required, member will pay GVSU a late fee of \$25.

#### 8. Termination.

- a. 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.
- b. You may choose to terminate the Service at any time.
- c. No refunds will be given for memberships that are terminated before the membership term has expired.
- d. Upon the termination of Services, you shall deliver to CoLaunch all mechanical or electronic keys which have been furnished to you. In the event of the loss of any keys so furnished, you shall pay CoLaunch a lost key 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:

- a. Housebroken service animals as defined under the ADA are allowed, but other pets are prohibited;
- b. The Premises shall not be used for lodging;
- c. In the case of lost key cards, CoLaunch can replace the card during business hours only, and you will be responsible for any associated fees;
- d. You shall cause all doors to the Premises to be closed and securely latched before leaving the building;
- e. CoLaunch reserves the right to close without notice and to observe the holidays designated by Grand Valley State University.
- f. Hub staff may be available after business hours for urgent needs, however an additional fee may apply.

**with highlighted common areas**



## Service Selected

☐ Daily Float

☐ Catamaran

☐ Runabout

Client Support Services

☐ Cabin Cruiser

☐ Art Studio

☐ Cruise Ship

Other  
\_\_\_\_\_

## 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): \_\_\_\_\_

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

Company Name: \_\_\_\_\_

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

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

City, State: \_\_\_\_\_

Emergency Contact \_\_\_\_\_

# 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 cool stuff happen. We encourage CoLaunch members to buy goods and services from each other, but members may NOT directly solicit other members. If someone wants your services, they'll come to you. People are here to work, not to be sold to. Doing so 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 and clean up after yourself.
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, office key, or cabinet key. CoLaunch keys are not transferable and should not be given to anyone else for any reason.
6. Every person using CoLaunch must be a paid member.
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 phone booth 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): \_\_\_\_\_

Company: \_\_\_\_\_



## Release Form for Advertising, Publicity, and Display Materials

(This agreement fully represents all terms and considerations and no other statements, conditions, or promises are made in conjunction with this release form).

I give permission to GVSU to use, without charge and without reservation, my likeness in any medium and for any lawful purpose, including promoting the institution, its programs and services. I waive any rights of action I may have and release GVSU and its licensees from any and all claims I may have arising from use of my likeness, including any rights to sue for defamation or violation of my rights of privacy or publicity.

Signature

Date

Printed Name of above

Phone number of above

Email address of above (if applicable)

Check all that apply:

☐

Freshman

☐

Sophomore

☐

Junior

☐

Senior

☐

Graduate Student

☐

Fac/Staff/Other

☐

Community Member

☐

Alumni / Graduation Year(s)- \_\_\_\_\_

Major (if applicable): \_\_\_\_\_

Witness must be GVSU Faculty or Staff

Witness Signature (for Grand Valley State University)

Date

Witness Name (please print)

Notes:

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