



Membership Agreement Form

Member Features

Below are some, but not all the benefits members receive as part of their membership:

All Member Tiers:

- Access to high-speed wireless network
- Complimentary coffee, tea, water, & other soft beverages
- Access to meeting & phone rooms
- Unrestricted access to printer
- Access to CoLab's network of resources
- Use of business mailing address

Dedicated

- 24/7 access to the space
- Personal sit/stand desk
- Personal locker

Flex

- 24/7 access to the space
- Access to the floating desks on a first come first serve basis
- Personal cabinet

Payment Terms & Options

All membership invoicing occurs on the first of the month. Payments are due or will be auto processed by the 15th of the month.

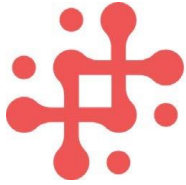
Members may pay via credit or debit. For alternative arrangements, please email hello@colabec.com.

CoLab reserves the right to charge late fees and/or withhold services if payments are not received on time.

Membership Information

Name: _____

Company Name: _____



Year(s) of Operation: _____

Birthday Month / Day: _____

Phone Number: _____

Email: _____

Billing Email (If Different): _____

Emergency Contact Information _____

Primary Contact: _____

Relationship: _____

Phone Number: _____

Secondary Phone Number: _____

Secondary Contact: _____

Relationship: _____

Phone Number: _____

Secondary Phone Number: _____

**Membership Level**

<input type="checkbox"/> Dedicated <ul style="list-style-type: none"><input type="radio"/> 6 months<input type="radio"/> 12 months	<input type="checkbox"/> Flex <ul style="list-style-type: none"><input type="radio"/> 3 months<input type="radio"/> 6 months
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*****If you cancel your membership early, you will be charged 50% of the remainder of your membership agreement contract.***

Signature: _____

Print Name: _____

Date: _____



INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of using office space and other activities through ECCWS, LLC, I hereby agree to release and discharge from liability arising from negligence, ECCWS, LLC and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that using office space may have known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. 2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation. 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. 4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition. 5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply. 6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. **By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____

Print Name _____

Telephone _____

Date _____



Privacy Policy

CoLab respects the privacy of our users and members. CoLab will collect, disclose, and safeguard your information when you use our space or sign on to be a member including any private business or personal information. We ensure that it's secure and your information is secure and has put in place suitable physical, electronic, and managerial procedures to safeguard and secure the information CoLab collects from you.

CoLab may collect name and business title, contact information including email address, and other relevant information to member surveys and/or offers. We require this information to understand your needs and provide members with a better service. From time to time, CoLab may contact you by email for survey or marketing research purposes. We may use this information to help improve the space according to your feedback. We will be sending you surveys to help make the space better for you.

CoLab reserves the right to make changes to this Privacy Policy at any time and for any reason. CoLab will alert you about any changes to this policy immediately. Any changes or modifications will be effective immediately upon updates to the Privacy Policy.

I have read this document and hereby agree and consent to all terms listed in this agreement.

Signature: _____

Print Name: _____

Date: _____



Photograph & Video Release Form

I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area. We will notify members via Slack about any media presents and photoshoots in the space.

Photographic, audio or video recordings may be used for the following purposes:

Conference Presentations

Informational Presentations

Promotional Materials

By signing this release I understand this permission signifies that photographic, video or audio recordings, of me may be electronically displayed via the Internet or in publication materials.

I will be consulted about the use of the photographs or video recording for any purpose other than those listed above.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

This release applies to photographic, audio or video recordings collected as part of the sessions listed on this document only.

By signing this form I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for this company.

Signature_____

Print Name_____

Date_____



Terms and Conditions

1. General

In consideration for the mutual benefits exchanged by CoLab and the undersigned ("You", the "Member", collectively the "Parties"), the Parties hereby agree, warrant, consent and covenant to the following terms, conditions and representations: Acceptance of Terms: The amenities and services that CoLab provides to You are subject to the following Terms and Conditions (T&C). CoLab reserves the right to update the T&C at any time with or without notice to You.

2. Discrimination

The Member agrees to conduct themselves according to the Terms and Conditions that CoLab implements from time to time regarding personal behavior in CoLab located at **312 S. Barstow Street** ("CoLab"). Discrimination of any kind based on race, sex, sexual orientation, gender identity, religion, national origin, physical disability, and age will not be tolerated. At CoLab's sole discretion, your membership may be terminated for behavior that violates any such policies.

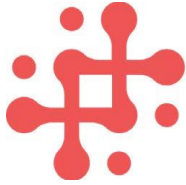
3. Kisi Access

Your Kisi access is your digital key of entry to CoLab. Is it unique to your account and no one else may use it. You are responsible for maintaining the security of your device and you must not share your Kisi credentials with anyone else. You must promptly notify us if You suspect Your password or Access Device has been compromised.

4. No Tenancy

CoLab provides coworking services on an "as is" basis as a service and not as a lease of real property, and disclaim all warranties and conditions, whether express, implied or statutory, including, but not limited to, merchantability, title, quiet enjoyment, possession, fitness for a particular purpose or use, to the extent permitted by law.

You hereby understand, agree and warrant that You are not a tenant and CoLab is not a landlord and there is no tenancy relationship whatsoever as defined in any case law or legislation, rules, or regulations declared by the City of Eau Claire or otherwise.



5. No Residency

CoLab is a commercial facility. Using the location or Your membership for the purpose of establishing a personal residence is not permitted. You hereby understand, agree and warrant that You are not a residential tenant at CoLab.

6. Substances

Alcohol is permitted onsite but is not provided by CoLab. All state laws apply, and no **illegal substances** may be brought onto the premises. Open containers must remain on/in the CoLab space. Alcohol of any kind is not to be shared, distributed, or consumed by those under the age of 21. CoLab will take necessary actions to ensure that alcohol use is respected on its premises. CoLab reserves the right to pursue legal action and the right to revoke or refuse this privilege.

7. Allergies

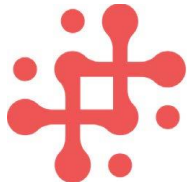
CoLab offers allergy safe cabinet and mini fridge to for those with any food sensitivities. You will be responsible for keeping yourself safe from your allergens in the space.

8. Weapons

No weapons of any kind, even if concealed, are permitted in CoLab.

9. Dogs

CoLab is dog-friendly coworking space. Members may bring their dog in the space at CoLab if the dog has had all necessary vaccinations and is licensed. Dogs must stay with their owners and be always leashed. A dog application form can be found at the reception desk.



10. Termination

You agree not to use CoLab for any purpose that is unlawful, prohibited, or that could damage, disable or impair the property of CoLab or of other members, or prevents other members from enjoying CoLab, or that would damage the reputation or business of CoLab.

You also agree **not** to use CoLab in connection with:

- (a) Soliciting your products and/or services, lottery contests, multi-level marketing, chain letters, junk email, spamming or similar behavior;
- (b) Defaming, abusing, harassing, threatening or otherwise violating the legal rights (such as privacy and publicity) of others;
- (c) Posting, distributing, viewing or disseminating inappropriate, profane, defamatory, obscene, indecent, or unlawful material or information;
- (d) Uploading, reproducing, using, performing or otherwise making available, images, software or other material or information which infringes another's rights, or is protected by intellectual property laws where You don't own or license such rights; and
- (e) Uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage the computers or property of CoLab or another member.

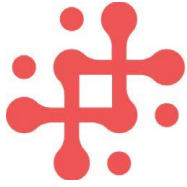
11. Changes

The rules and policies of CoLab may change from time to time. We will notify and provide the specific changes made to members before updated policies go into effect. Members will need to re-acknowledge and sign the updated Terms and Conditions.

12. Non-Disclosure Agreement

In Your presence at CoLab, You may learn of confidential information of CoLab or of its members.

Confidential Information is any material, knowledge, information and data (verbal, electronic, written or any other form) concerning a company/member and its business not generally known to the public consisting of, but not limited to, inventions, discoveries, plans, concepts, designs, blueprints, drawings, models, devices, equipment, apparatuses, products, prototypes, formulae, algorithms, techniques, research projects, computer programs, software, firmware, hardware, business development and marketing plans, merchandising systems, financial and pricing data, information concerning investors, customers, suppliers, consultants, and any other concepts, ideas or information involving or related to the business which, if misused or disclosed, could adversely affect the company/member's business.



You hereby agree and consent to not disclose information that You obtain that was intended to remain confidential.

A. Cause for Action. Member understands that the use or disclosure of any Confidential Information may be cause for an action at law in an appropriate court of the State of Wisconsin or any State of the United States, or in any federal court, and that the Employer shall be entitled to an injunction prohibiting the use or disclosure of the Confidential Information.

B. Indemnification. Member understands and agrees that if the use or disclosure of Confidential Information by them or any affiliate, Member or representative of the Member causes damage, loss, cost or expense to CoLab and its members, the Member shall be held responsible and shall indemnify the appropriate party.

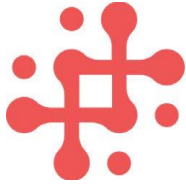
C. Injunctive Relief. The Member understands and agrees that the use or disclosure of Confidential Information could cause CoLab or its members irreparable harm and they have the right to pursue legal action beyond remedies of a monetary nature in the form of injunctive or equitable relief. This may be in addition to any other remedy, penalty or claim the law can provide.

13. Repairs and Maintenance

CoLab takes pride in maintaining a working space and environment in good repair and working order. If You notice any problems requiring repair, please notify CoLab and it shall be remedied promptly.

14. Liability

You hereby waive and hold harmless CoLab, its members, officers, directors, shareholders, contractors and employees (the “**Releases**”) from any claims, liability, actions, or suits with respect to any damages, injuries or losses You suffer to Your person or property, whatsoever, including as a result of negligence or gross negligence on the part of the Releases, including but not limited to any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for lost 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 loss) arising out of or in any way related to CoLab’s services or otherwise. You hereby agree and consent to signing CoLab’s Indemnification and Hold Harmless Agreement form.



15. Consequences

If any of the above Terms and Conditions are breached by You, CoLab holds the right to terminate Your membership immediately. CoLab holds the right to notify City law enforcement of any unlawful behavior. CoLab holds the right to hold You responsible for broken or damaged property within CoLab.

If You cancel Your membership early, You will be charged 50% of the remainder of Your membership agreement contract.

16. In Summary

This agreement may not be assigned without the prior written consent of CoLab. The laws of the City of Eau Claire shall govern the terms of this agreement any disputes between the Parties. The Parties hereby attorn to the courts in the City of Eau Claire. In the event that a provision in this agreement is determined to be invalid or unenforceable, the remaining provisions of this agreement shall be unaffected and shall remain in full force and effect.

Name: _____

Company: _____

Signature: _____

Date: _____

For Office Use:

- ☐ Membership Agreement
- ☐ Indemnification and Hold Harmless Agreement
- ☐ Privacy Policy
- ☐ Photo and Video Release Form
- ☐ Terms and Conditions