



McCook Cowork Space Rules & Expectations

House Rules

The McCook Cowork Space is an opportunity to have professional office space with the tools you'd expect at a fraction of the price. We believe technology allows us to work from anywhere and a professional space allows us to perform at our best. McCook Economic Development Corporation believes in the future and wants to help you create the work and life you want. To make sure we are all on the same page, we are asking you to sign a legal release. The legal terms and conditions are below, but we've translated the highlights into real-person speak. Please read this thoroughly.

Our Commitment to You

We value having you as part of our community and are committed to doing all we can to make sure that you and all of your fellow members and guests have:

- A productive and enjoyable place to work
- Work space, power, and blazing fast Internet
- Hassle-free use of our meeting and conference rooms
- A vibrant, uplifting place to call your professional home
- Additional software, tools, and technology you may not have access to on your own
- Advance notice of any changes to services, fees or other updates, sent to the email address(es) you've provided us
- An honest commitment to serve you to the very best of our ability. That said, we are human and fallible. Should something go wrong, we're really sorry, but McCook Economic Development Corporation can't be held legally responsible. If you are hacked while on our network, or if our WiFi goes down, or if someone steals something from you, it is not on us. We will, however, do whatever we can to help you resolve the issue.
- An always-open line of communication, and confidence that you can share with us any and all questions, concerns or ideas at andy@mccookne.org or 308-345-1200.

Your Responsibilities

- McCook Cowork is a workplace; treat the space and your neighbors with respect and consideration. When you walk out the door, make sure the space is in the same condition (or better!) as it was when you walked in the door.
- Remember that multiple people are using the Cowork space. When you are in the common area, use headphones. If you need to make or receive a phone call and an office is available and not reserved, hop in and close the door.
- Your stuff is your responsibility. It's your job to make sure that you do not leave anything at Vibe when you leave. If you do, and after a reasonable time has passed, we can do what we want with it.
- Use your own stuff, not your neighbor's. If you do need something, ask us for help. We're here to help.
- Participation is an extreme sport. If you break it, lose it, or cause any losses, claims or damages, we are going to have to ask you to make it right.
- Respect your neighbor's smarts, and they'll respect yours. When you see something on somebody's monitor or around the printer or on a whiteboard somewhere, forget you saw it. You don't want your client or your ideas made public and neither does your fellow coworker.
- Practice kindness. We have zero tolerance for harassment. Every cowork member and guest should feel welcome, comfortable and productive in our space regardless of race, gender, sexual orientation, gender identity, religion or other personal attributes or beliefs.
- Think before you click. No bit torrent or porn. And Vibe cannot be responsible for third-party data, websites, links or services. Make sure that you have read and agree to our explicit Data Connection and Internet Terms of Service.
- Keep it legal. We have zero tolerance for anyone using the McCook Cowork space or resources to conduct or pursue any illegal activities, or any activity that is generally regarded as offensive.
- Be key smart. If we have entrusted you with a key to get into the building and space, we have given it to you—not your neighbor, partner or guest. Keep it to yourself, do not make copies and do not allow any guest(s) to enter the space. If your key is lost or stolen, or if you don't return it to us when your membership ends, we'll be keeping your key deposit.
- Communication is a two-way street. You are responsible for letting us know right away if there are any changes to your contact and payment information. It is also on you to read the emails we send you with changes to our services, fees and other updates.

Last revised: July 29, 2020

Master Services Agreement

This Master Service Agreement (the “Agreement”) describes your rights and obligations as they relate to your receipt and use of the services provided to you by McCook Economic Development Corporation, including but not limited to your membership, building access, use of office space, access to Internet and other Services listed below.

Please read these Terms carefully, as they affect your legal rights. If you have any questions, please contact andy@mccookne.org. By using the Services, you are agreeing to abide by and be bound by these Terms.

The most recent Master Service Agreement will be posted online at <https://mccookne.org/keystone-business-center/mccook-cowork-space/> and made available upon request. Members agree to adhere to and be bound by this Agreement, and the Data Connection and Internet Access Terms of Service, as well as other terms determined by McCook Economic Development Corporation (MEDC) staff, which may be communicated verbally, by email or written notice. MEDC reserves the right to add, delete or amend the Agreement at our reasonable discretion without notice to Member.

Definitions.

1. “Member Organization” means a company, organization or entity that enters into a Membership Agreement with MEDC
2. “Premises” means the building or portion of the building in which MEDC offers or plans to offer offices, workspaces and/or other services to its Members.
3. “Primary Member” means the primary Member contact for Vibe Coworks.
4. “Start Date” means the start date set forth on the Membership Details form.
5. “Membership Fee” means the fee that you pay to belong to McCook Cowork Space, providing you access to all related services.
6. “MEDC” “we” or “us” means the entity you are in contract with.
7. “Services” refers to your access to and use of our space, online member platform, member events and certain other related services and features we provide. The exact Services you receive will depend on (a) the product or services you have purchased; (b) the Services available and (c) additional features and Services selected by you, including additional payment obligations.
8. “You” means the company or individual listed on the Membership Details form.

The Benefits of Membership.

Subject to the terms and conditions of this agreement, we will make commercially reasonable efforts to provide you (and your Team Members, as applicable) the services described below. These services are referred to in the Agreement as the “Services”.

1. Non-exclusive access to the McCook Cowork workspace.
2. Regular maintenance of the workspace. We will not be responsible for damage exceeding normal wear and tear.
3. Furnishings, including desks, chairs, and work tables
4. Access to and use of the shared Internet connection.
5. Use of the printers, copiers and/or scanners made publicly available on the Premises (includes an extra fee).
6. Use of private office rooms, subject to availability and your prior reservation of the rooms.
7. Climate control on the Premises during Regular Business Hours on Regular Business Days.
8. Where relevant, acceptance of mail and deliveries on behalf of your business during Regular Business Hours on Regular Business days; provided that we are not liable for any mail or packages received without a MEDC employee’s signature indicating acceptance, or should you use our mail and deliveries services for fraudulent or unlawful purposes. MEDC will not be liable or responsible to hold mail for longer than 30 days.

Our reserved rights. We are entitled to access all areas of the Premises, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other purposes. We may temporarily move furniture. We reserve the right to alter any and all areas of the Premises, including offices. We may also modify or reduce the list of Services of furnishings at any time. The Services may be provided by us, an affiliate or a third party.

Availability and Use of the Premises.

1. All memberships include the use of the private offices, common work space, audio/video recording room, and work room. Full memberships also include the use of the 2nd floor board room and 3rd floor training room (depending on availability). Evening and weekend members have access to the space between 5:00 p.m.-8:00 a.m., Monday through Friday and all day Saturday and Sunday.
2. Upon completion of the membership Agreement, you will receive an access key, which allows access to McCook Cowork 24/7, or according to the terms of the membership you have selected.
3. Restricted Use. Members are restricted from operating any business that would invite frequent, spontaneous visits to the premises by the general public, without receiving prior authorization from MEDC.
4. Members are restricted from engaging in any illegal business activity or any activity that is generally regarded as offensive to others.
5. Private Offices. Subject to availability, you are entitled to use of all office rooms

Linking to a Company.

During the registration process, you may identify a Company with whom your account is associated.

Alternatively, your individual profile may have been created by an authorized representative of your employer or other entity for which you provide services, and your profile will be associated with such Company. You agree that you will not falsely represent your association with any Company, impersonate any third party, or otherwise submit or present any false or misleading information to us or the McCook Cowork community. In the event your relationship with the Company in your profile changes or ends, you agree to promptly update your profile to reflect this.

If your McCook Cowork membership is provided by a Company, you may lose access to the Services upon termination or change in relationship with such Company, you may lose access to the Services upon termination or change in status of your relationship with such Company. If you are an authorized representative of an entity receiving the Services, you hereby warrant and represent to us that (a) you have the proper authority to create, terminate and maintain the company account and to add and remove individual members to and from the account and (b) you have obtained all necessary consent from any applicable individuals for the creation of their accounts and the processing of individual information within the US. You agree to indemnify us for any loss we may suffer as a result of any breach of these warranties and representations.

Your Members.

Updating your Team List. Members with an Organizational Membership and/or Private Office with multiple members will be required to submit to us a Team List, indicating who is authorized to use the space under the organization's account. Only those individuals set forth on the authorized Team List will be deemed to be "Members" and entitled to the benefits described in this Agreement. Your Team Members will be able to begin using, accessing and/or receiving the Services on the later of (i) the Start Date or (ii) the date we confirm the addition of such individual to the Team List. You are responsible for maintaining the accuracy of the Member List, the first version of which is attached to your Membership Agreement. To make changes to your Member List, you must have your Primary Member send an email, from the Primary Member's email account on file with MEDC, to andy@mccookne.org. The email requesting the change must include the name(s) and email address(es) of the departing and new Member(s) and the effective date of the change. The changes will not take effect until we confirm that we have received the email and have accepted and applied the change, in our sole discretion. A Member will no longer be allowed to access the Services upon the earlier of (1) the termination or expiration of this Agreement; (2) your removal of the Member from the authorized Team List or (3) our notification from you that the Member will be removed from the Team List, for example that that Member violated this Agreement. If the number of Members or other individuals regularly using your private office, exceeds the number allocated on the Membership Details form, you will be required to pay additional fees. In no event will the number of Members exceed two times the number of desks provided by Vibe Coworks in your private office, regardless of additional fees paid. We reserve the right to further limit the number of Members allowed at any point.

Changes to or removal of Primary Member or Authorized Signatory. An authorized Signatory generally has the sole authority to make changes to or terminate this Agreement. A Primary Member will generally serve as McCook Coworks' primary contact regarding matters that involve your authorized Team Members and the McCook Cowork workspace. We will be entitled to rely on communications to or from the Authorized Signatory or Primary Member as notice to or from

the Member Organization. However, an Executive Officer of the applicable Member Organization will have the authority to override the request of an Authorized Signatory or Primary Member, as applicable, provided that we receive such a request within 24 hours following such Authorized Signatory's or Primary Member's request. We will be entitled to request reasonable information to confirm that an individual claiming to be an Executive Officer truly is one, and to exercise our discretion in determining whether a particular position constitutes an "Executive Officer." An Executive Officer will also have the authority to remove or replace the individual serving as the Authorized Signatory and/or Primary Member. Unless we receive instructions from the Authorized Signatory or Executive Officer, if the individual designated as the Primary Member ceases to provide services to the Member Company or ceases using the Office Space regularly, we will use our reasonable judgment in designating a replacement Primary Member.

Membership Fees and Payments.

- a. Payments due upon signing. Upon submitting a signed and completed Agreement, you will be obligated to deliver to us, in the amount(s) set forth on your Membership Agreement, (i) a security deposit ("Security Deposit") and (ii) Set-Up Fee. The Security Deposit will be held as a retainer for performance of all of your obligations under this Agreement and is not intended to be a reserve from which fees may be paid. In the event that you owe us other fees, you may not rely on deducting them from your Security Deposit, but must pay them separately. Subject to the complete satisfaction of your obligations under this Agreement, we will return the Security Deposit, or any balance after deducting outstanding fees and other costs due to us, to you by ACH within thirty (30) days after the later of (1) the termination or expiration of this Agreement (2) the date on which you provide to us all account information necessary for us to make such payment and (3) your complete performance of all your obligations under this Agreement, including any obligations applicable following termination or expiration of this Agreement.
- b. Membership fee. All Vibe Memberships, with the exception of Day Passes and Private Office memberships, are subject to a month-to-month term, renewing automatically, and are non-refundable and non-transferrable.
- c. During the Term (defined below) of this Agreement, we will process payment for your Membership Fee and other then-outstanding fees, in advance, monthly on the first (1st) business day of each month. The Membership Fee stated in your Membership Agreement covers the Services only for the number of Members indicated in the Membership Agreement. Additional Members will result in additional fees.
- d. Form of payment. We accept payments for all amounts specified in this Agreement solely by direct withdrawal from your bank account. You are required to maintain sufficient money in your bank account to pay the fees described in this Agreement and to inform us promptly of any changes to the account.
- h. Outstanding fees. When we receive funds from you, we will first apply funds to any balances that are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. If any payments remain outstanding after we provide notice to you, we may, in our sole discretion, withhold Services or terminate this Agreement.
- i. No refunds. There are no refunds of any fees or other amounts paid by you or your Members in connection with the Services

Term & Termination.

- a. **Term.** This Agreement will be effective when signed by both parties (“Effective Date”); provided that we have no obligations to provide you with the Services until the later of (i) the date on which payment of your Security Deposit and first (1st) month’s Membership Fee has cleared or (ii) the Start Date. Unless otherwise set forth on the Membership Form, following the Commitment Term, this Agreement shall continue on a month-to-month basis (any term after the Commitment Term is a “Renewal Term”). The Commitment Term and all subsequent Renewal Terms shall constitute the “Term”. If no Commitment Term is indicated on your Membership Details form, the default Commitment Term and all subsequent Renewal Terms shall commence on the Start Date and end one (1) month after the Start Date. This Agreement will continue until terminated in accordance with this Agreement.
- b. **Cancellation prior to start date by you.** You may cancel this Agreement prior to the Start Date upon delivery of notice to us. If you terminate more than one (1) full calendar month prior to your Start Date, you may be entitled to a refund of your Set-Up Fee, less any applicable charges, expenses or deductions. If you terminate within one (1) full calendar month prior to your Start Date, you will not receive any refund.
- c. **Termination after the start date by you.** Except as set forth in this section, you may terminate this Agreement by delivering to us the McCook Coworks Exit Form at least one (1) full calendar month prior to the month in which you intend to terminate this Agreement (“Termination Effective Month”). The termination will become effective on the last Regular Business Day of the Termination Effective Month. For instance, if you would like to terminate this Agreement on the last Regular Business Day of April, the last opportunity to deliver the Exit Form to us would be on March 31. The Exit Form needs to be completely filled out and signed by the Authorized Signatory. The last month’s Membership Fee is not subject to pro rating.
- d. **Termination or suspension after the start date by us.** We may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by you or any Member; (ii) upon termination, expiration or material loss of our rights in the Premises; (iii) if any outstanding fees are still due after we provide notice to you; (iv) if you or any of your authorized Members fail to comply with the terms and conditions of this Agreement or any other policies or instructions provided by us; or (v) at any other time, when we, in our reasonable discretion, see fit to do so. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of this Agreement.
- e. **Security deposit.** After termination or expiration of this Agreement, we will return any balance of your Security Deposit to you in accordance with Section 4(a) of this Agreement.

House rules and Data Connection and Internet Access Terms of Service.

You acknowledge and agree that you have received and reviewed the House Rules and Data Connection and Internet Access Terms of Service, which are incorporated herein and made part of this Agreement by reference.

Technology Release.

In order to utilize all of the functionalities offered by us, it may be necessary to install software onto your computer, tablet, mobile device or other electronic equipment. From time to time, and at your request, we may also provide you with technical support to troubleshoot problems that you may have in trying to access certain functionalities, such as printing or accessing the Internet. You agree to release us and our agents or affiliates from any and all damages that may arise out of performing such technical support. You further recognize that we offer no express or implied warranties regarding the successful outcome of such technical support.

Insurance.

You are responsible for maintaining, at your own expense and at all times during the Term, personal property insurance and commercial general liability insurance covering you and your Team Members for property loss and damage, injury to your Team Members and your Team Members' guests or dogs and prevention or denial of use of or access to, all parts of the Premises, in form and amount appropriate to your business. You will ensure that MEDC and the landlord of the applicable Premises shall each be named as additional insureds on any such policies of insurance and that you waive any rights of subrogation you may have against MEDC. You shall provide proof of insurance upon our request.

Property Belonging to MEDC.

MEDC provides furnishings for your use in all areas. Furnishings provided by MEDC are the sole property of MEDC and may not be removed from the space. Furnishings may only be moved upon approval of MEDC staff. If you damage or destroy any of our furnishings, you will be responsible for the full cost of replacement or repair. We do not guarantee the provision of furnishings for any particular purpose or usage.

Use of the McCook Cowork Space; Photos of the Premises.

You may not take, copy or use for any purpose the name “McCook Cowork” or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of any MEDC properties, without our prior consent.

Property Belonging to You and Your Guests.

- a. Personal Property. MEDC is not responsible for the safety or security of any personal property belonging to you, your Team Members, or you guests. Prior to the termination or expiration of your McCook Cowork Membership, you must remove all of your property from our space. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in our space, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.
- b. Intellectual Property. You grant us permission to use your name, trademark and/or logo to identify you as a Member of McCook Cowork Space, alongside those of other Members, on a public-facing “Membership” display on our website: <https://mccookne.org/keystone-business-center/mccook-cowork-space/>. You acknowledge that we may, from time to time, use your name, trademark, and/or logo incidentally and/or in passing in connection with the promotion of our and our partners’ businesses, products and services during and after the Term. To the extent that (i) any such use is objectionable by you, (ii) you notify us of your objections in writing and (iii) provided that we work promptly and in good faith to remove or minimize to the extent reasonably possible under the circumstances the effect of the objected-to conduct, you hereby waive any claims or damages against us relating to such use.

No Liability for Third-Party Actors.

- a. We are not liable for actions of other individuals. We do not control and are not responsible for the actions of other individuals using the Services or at our Premises. You should be aware that other users or members may not be who they claim to be. We do not endorse, support or verify the facts, opinions or recommendations of our users or members.
- b. The Services may provide you with access to third party products or services. The Services may also provide you with access to advertisements from our other third-party business partners. We are not responsible for the content of these advertisements or any links, products, services or other materials relating to any third-party products, services, advertisements or other materials. In no event will we be liable, directly or indirectly, to anyone for any damage or loss relating to any use of or reliance on any advertisement on the Services or any products, services or other materials relating to any advertisement. You agree that our making available access to or discounts for these third-party services does not constitute provision of such third-party services by us, and you will look solely to the applicable third party for provision of the applicable third-party services and for compensation for any claims, damages, liabilities or losses you may incur in connection with such third-party services.

Disclaimer of warranties and implied terms. The Services are provided “AS IS”. To the extent permitted by law, we disclaim all warranties and terms, express or implied, with respect to the Services, including warranties, terms or representations as to the availability, operation, performance and/or use of our Services, or any other materials on or accessed via the Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing, course of performance or usage in trade.

Nature of Relationship and Interest.

Your agreement with us is in the commercial equivalent of an agreement for accommodation in a hotel. The whole the McCook Cowork remains our property and in our possession and control. We are giving you the right to share with us the use of work space so that we can provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, possession of related rights in our business, the Premises or anything contained in or on the Premises, including the private offices. The Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of our obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.

Hold Harmless and Indemnification.

You will indemnify and hold harmless MEDC from and against any and all claims, liabilities, damages and expenses (“Claims”) including reasonable attorneys’ fees, resulting from any breach of these Terms by you or your employees or guests, or your or their invitees or dogs or any of your or their actions or omissions, and MEDC will have sole control over the defense of any such Claims. You are responsible for the actions of and all damages caused by all persons that you or your guests invite to enter any of the Premises. You shall not make any settlement that requires a material act or admission by MEDC, imposes any obligation upon MEDC or does not contain a full and unconditional release of MEDC, without our written consent. MEDC shall not be liable for any settlement made without its prior written consent.

Waiver of Claims.

To the extent permitted by law, you, on your own behalf and on behalf of your Team Members, employees, agents, guests and invitees, waive any and all claims and rights against us and our landlords at the Premises and our affiliates and each of our and their employees resulting from injury or damage to, or destruction, theft, or loss of any property, or person.

Limitation of Liability.

The aggregate monetary liability of any MEDC to you or your Team Members, employees, agents, guests or invitees for any reason and all causes of action will not exceed the total Membership Fees paid by you to us under this Agreement in the twelve (12) months prior to the claim arising. None of the MEDC parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption.

Extraordinary Events.

MEDC will not be liable for, and will not be considered in default of breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond our reasonable control, including without limitation (i) any delays or changes in construction of, or MEDC's ability to procure any space in, any Premises, and (ii) any delays or failure to perform caused by conditions under the control of our landlord at the applicable Premises.

Venue/Jurisdiction.

Any dispute arising under this Agreement shall be governed by, and subject to the laws of the State of Nebraska. The parties agree to submit and consent to the exclusive jurisdiction of the State of Nebraska and should litigation arise, agree that such litigation shall be conducted in the courts of Red Willow County, Nebraska.

Last updated: July 29, 2020

Data Connection and Internet Access Terms of Service

While you are at McCook Cowork, you may connect to our data network to, among other things, access the internet, (the "Connection"). The Connection is provided by MEDC., or an agent or affiliate of MEDC. By using or accessing the connection, you agree to these terms of service. Please read these terms carefully.

We may revise these terms at any time. You are deemed to accept the current terms each time you use or access the connection. It is your responsibility to review it for any changes. If you do not accept these terms of service, you may not use the connection.

1. Access. Your access to the connection is at our discretion. Your access may be blocked, suspended or terminated at any time and for any reason, including violation of these terms of service, disruption of access to other users or networks or to otherwise protect us, our users, or other third parties.

The connection is available to your device only when it is within wireless range of our access points or through an Ethernet cable to a data network port. The connection may subject to unavailability, including by reason of emergencies, service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance and repair.

We are not responsible for any interruptions or performance issues with the connection, nor the underlying network(s), transmission equipment and systems. Network speed will vary based on your device configuration, location, compression, network congestion and other factors. You are solely responsible for any devices, software, or other materials necessary for use of the connection.

2. Privacy & Security. You acknowledge that no data network or internet-based communication is 100% secure, such communications could be intercepted by equipment and software and no such communication should be considered private or protected.

Subject to applicable law and in accordance with our privacy policy, we also have the right, but not the obligation, to monitor, intercept and review, and disclose, without further notice, any transmissions over or use of our connection to comply with lawful process, orders, warrants or subpoenas, or to protect our rights, property and users.

3. Prohibited uses. Accessing or using (or attempting to access or use) the connection or taking any action online that violates any applicable law or regulation or that could harm us or any third party or interfere with the operation of the data network to others is prohibited. Among other items, for example, you may not:

i. Upload or transmit through the connection any (a) computer viruses, worms, spam or anything else designed to interfere with or disrupt the normal operating procedures of a computer or network; or (b) any material which is defamatory, offensive, or of an obscene nature;

ii. take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure or that violates or threatens or system or network security or that of our users or any third parties, including any attempt to circumvent any restrictions imposed on your access to or use of the connection or our other websites;

iii. use the connection to infringe or violate the intellectual property rights or proprietary rights of any third party;

iv. share our IP address or ISP Internet connection with anyone;

v. reproduce, retransmit, disseminate, or resell the connection or authorize any other individual or entity to use the connection, whether for profit or not, without our express written permission.

4. Breaching “Prohibited Uses” may result in civil or criminal liability. We may report such breaches to relevant law enforcement authorities and co-operate with those authorities to prosecute users who violate these terms. We have the right, but not the obligation, to suspend or terminate your access and use of the connection and other services we may provide you and to block or remove any communications or materials transmitted through the connection.

5. Additional disclaimers; Liability limits. We are providing the connection on an “as is” and “as available” basis. To the extent permitted by law, we disclaim all warranties and terms, express or implied, including warranties, terms or representations as to the availability, operation, security, performance and/or use of our services, or any other materials on or accessed via our services, or the accuracy, speed, availability or uptime of the services, network, or data, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing or course of performance.

You waive any and all claims and rights against us and our affiliates, parents, and successors and each of our employees, assignees, officers, agents and directors resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, to the maximum extent permitted by applicable law. None of the MEDC Parties will be liable to you under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. You will indemnify the MEDC Parties from and against any and all claims, liabilities, and expenses (including reasonable attorneys’ fees), resulting from any breach of this agreement by you.

Last revised: July 29, 2020

I agree to the terms set forth in the McCook Cowork Space Rules and Expectations.

Signature

Date

MEDC Representative

Date

