

## Membership Agreement

The McCook Cowork Space (Premises) located in the Keystone Business Center (KBC) is owned and operated by McCook Economic Development Corporation (MEDC) . The Premises features two private offices, coworking space, audio/video production studio, high speed internet, and technical support.

### 1. Membership Options and Fees:

Individual Memberships:

- Daily Rate \$20: available Monday - Friday from 8:00 a.m. - 5:00 p.m.
- Monthly Rate \$100: available 24/7 access to the building and has access to meeting rooms at a discounted rate.
- Private Office Monthly Rate \$250: 24/7 access to the building and access to meeting rooms at no additional cost. The minimum length of membership is 6 months and is set to automatically renew every six months.

Team Members:

Additional team members employed from the same company will receive a 50% discount on their membership fee.

Multiple Session Photography \$100: Must complete the KBC Rental Agreement.

### 2. Payment:

Payment is required upon signing. Upon submitting a signed and completed Agreement, you are obligated to pay the amount specified in this Membership Agreement. All memberships, except daily rates, must be paid automatically recurring on the first of the month. Prorated months are not available. For Example, if you are staying more than 4 days the monthly rate is the more cost-effective option.

- Recurring Payment Methods: ACH or Credit/Debit Card (Credit/Debit card payments will have an additional 4% processing fee.) Checks will not be accepted.
- Payment Discrepancies:
  - a) In the event of insufficient funds in an ACH transaction or if a transaction paid via credit/debit card is reversed for any reason, including but not limited to disputes, chargebacks, or fraudulent activity, the Member agrees to promptly reimburse MEDC for the full amount of the reversed transaction, plus a \$75 fee to cover administrative costs. The Member acknowledges that any reversed transactions may result in additional fees or penalties imposed by the financial institution or card issuer, which shall be the responsibility of the Member. MEDC reserves the right to seek reimbursement for any reversed transactions, including associated fees, through any legal means necessary, including deducting such amounts from the Member's security deposit or pursuing legal action if necessary.
  - b) The Member is given a grace period of up to 10 days from the initial due date to rectify any payment discrepancies and make full payment, including any fees and additional bank charges, to the MEDC.
- Late Fee: Any payment not received within 10 days of the due date shall be considered late. In such cases, a late fee of \$50 will be charged on the 11<sup>th</sup> day of the month. Furthermore, an additional charge of \$10 per pay will accrue for each subsequent day until the payment is made.

You are responsible for promptly informing us of any changes to your payment information.

**3. Auto Renew:**

Provided that the Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew at the rate and term indicated below. Renewal terms may be cancelled at any time provided a 30-day written notice is delivered to MEDC, as outlined in Section 7. It is also understood that MEDC has the option to increase recurring membership rates without notice not to exceed 10% per payment for every 12 month period.

**4. Security Deposit:**

All memberships, excluding Daily Rate members, are required to provide a security deposit equal to one month of membership. 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. If any deductions are made from the security deposit, MEDC will provide an itemized list of deductions. The member may not assign, transfer, or use the security deposit as payment for membership or any other purpose without the written consent of MEDC. This clause is subject to all applicable state and local laws governing security deposits. In the event of any conflict between the terms of this agreement and applicable laws, the laws shall prevail.

**5. Technical Support:**

MEDC staff may offer technical support as a component of your membership. Please note that technical support is provided "as-is," with no guarantees of success, and MEDC does not assume liability for any potential damages. Support will be limited to one hour per week or as determined necessary by MEDC staff. Exceptions to this limit may be granted only after meeting with MEDC staff and obtaining approval. Technical support may encompass: IT support, software assistance (ex. Adobe CC, Microsoft365, etc.), and Audio/Video Production Studio recording equipment setup and assistance.

**6. Conference Rooms:**

Subject to availability, Members have access to the conference rooms located within the KBC. Private Office Members are entitled to use the conference rooms at no additional cost. Monthly Rate Members benefit from a discounted rental rate whereas Daily Rate Members are not eligible for discounts. To reserve a conference room, contact Angela Allen at 308-345-1200 or [angela@mccookne.org](mailto:angela@mccookne.org).

**7. Cancellation:**

Member Cancellation: MEDC requires written notification of cancellation 30 days prior to the 1<sup>st</sup> of the month with your membership ending at the conclusion of the month following. Members must also complete an Exit Form to finalize the cancellation process. The written notification must come from the Member listed on this Agreement to be considered official. MEDC does not provide refunds, and there is no partial-month or pro-rated billing available.

MEDC Cancellation: MEDC maintains the right to cancel or suspend any membership at its discretion, either for violating the terms of this agreement or for reasons deemed necessary by MEDC. You will still be accountable for fulfilling the financial commitments of this agreement. Additionally, you will be held responsible for any damage inflicted upon the premises or its contents, including the costs associated with repair or replacement.

Upon cancellation of Membership, the Member agrees to return both the key card and key to the Premises, as outlined in Section 10.

**8: Default:**

The occurring of any one or more of the following events shall constitute a default and breach of this agreement by Member:

- a) Member fails to remit membership and all associated fees by the deadline provided in the written notice from MEDC requesting payment.
- b) Member fails to perform any of its non-monetary obligation under this Agreement for a period of 7 days after written notice from MEDC; provided that, if more than 7 days reasonably required to complete such performance, the Member shall not be in default if Member commences such performance with the 7 day period and thereafter diligently pursues its completion.

In the event of any violation of this agreement, both parties agree that MEDC shall have the right to seek recovery of all associated costs and expenses, including a reasonable amount for attorney's fees.

**9. Guests:**

All individuals beyond private office direct business clients are designated as Guests. Prior approval from MEDC staff Angela Allen or Charlie McPherson is mandatory for any Guest to access the Premises. Should a Guest remain in the Premises for over 1 hour, they must complete their own membership agreement and pay the prevailing Daily Rate specified in this Agreement.

**10. Locks and Keys:**

The Member hereby consents not to install additional or alternative locks or gates on any doors or windows of the Premises. If you've been given access keys, keep them secure and do not share them with others. Making unauthorized copies is not permitted. Upon cancelation of Membership, the Member agrees to return both the key card and key to the Premises. Failure to return the key and key card will result in forfeiture of your deposit. By signing this agreement, you authorize MEDC to debit your designated payment method for the cost to re-key the locks not to exceed \$250. \_\_\_\_\_ Initial. Please inform us promptly if you have misplaced your key card so we may deactivate it. A replacement card will be issued for a fee of \$20.

**11. Access:**

MEDC and its agents shall have the right to enter the Premises at all reasonable times to inspect, maintain, or make repairs to the Premises. Members shall not unreasonably withhold consent from MEDC to enter the Premises to inspect, maintain, or make repairs. In the event of an emergency where there is imminent risk of harm to persons or damage to property, MEDC may enter the Premises at any time without prior notice to the Member to make any and all repairs MEDC deems necessary to address the emergency situation.

**12. Insurance:**

You are responsible for maintaining, at your own expense and at all times during the membership, personal property insurance and commercial general liability insurance covering you and your Team Member(s) for property loss and damage, injury to your Team Member(s) and Guest(s) 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 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.

**13. Miscellaneous:**

The most recent Membership Agreement will be posted online at [www.McCookNE.org](http://www.McCookNE.org) and made available upon request. Members agree to adhere to and be bound by this Agreement, including 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 retains the right to modify the Agreement without warning and notice to Member.

**14. Conduct:**

- **Respect the Space:** Treat the Premises and your fellow coworkers with respect. Ensure that you leave the space in the same condition, if not better, as when you arrived.
- **Consider Others:** Recognize that the coworking space is shared by multiple people. Use headphones in common areas and find a private space for phone calls if possible.
- **Use Your Own Resources:** Utilize your own belongings and resources rather than borrowing from others without permission. If you need something, ask for assistance.
- **Take Responsibility:** Understand that accidents happen, but if you cause any damage or loss, be prepared to take responsibility and rectify the situation.
- **Respect Privacy:** Respect the privacy of your fellow coworkers. Avoid looking at or sharing any sensitive or confidential information you may come across.
- **Practice Kindness:** Harassment of any kind is not tolerated. Treat everyone with kindness.
- **Be Mindful Online:** Remember to be cautious when browsing online.
- **Stay Legal:** Engage in legal and appropriate activities while using the Premises. Offensive or illegal behavior will not be tolerated.

**15. Personal Property:**

- MEDC does not take responsibility for the safety or security of any personal property belonging to members or their guests.
- All members, except for those with Private Office membership, are required to remove all of their personal property when exiting the premises.
- Before canceling or allowing their membership to expire, members are obligated to remove all of their property from the Premises.
- If a member fails to remove their property, MEDC reserves the right to dispose of the property. However, prior to disposal, MEDC will provide the member with a written notice and the member will have a period of 14 days to collect their property. By signing this agreement, Members waive any claims or demands regarding their property or MEDC's handling of their property.
- If MEDC incurs any fees for the removal of property left behind by a member, the member will be responsible for paying these fees.

**16. Property belonging to MEDC:**

- Furnishings provided by MEDC are the sole property of MEDC and are intended for use by members within the designated areas of Premises. These furnishings are not to be removed from the space under any circumstances.
- If members wish to move any of the furnishings within the space, they must seek approval from MEDC staff beforehand.
- Members are held responsible for any damage or destruction caused to the furnishings provided by MEDC. In such cases, members will be required to cover the full cost of replacement or repair for the damaged items.
- MEDC does not guarantee the availability or provision of furnishings for any specific purpose or usage.

**17. Maintenance and Cleaning:**

MEDC is responsible for ensuring that the premises are maintained in good condition as of the beginning of Membership, (Member’s sign agreement is acknowledgment that the premises were satisfactory for the uses set forth above, and Member’s acceptance of them as is), with the exception of reasonable wear and tear. MEDC shall not be obligated to provide any reduction in the membership rate due to equipment breakdowns, including but not limited to HVAC or elevator malfunctions. The Member is expected to clean the furniture they use on a daily basis throughout the duration of their membership.

**18. Hold Harmless and Indemnification:**

Member(s) will indemnify and hold harmless MEDC from and against any and all claims, liabilities, damages and expenses including reasonable attorneys’ fees, resulting from any breach of this agreement by the Member and Member’s employees or guests, or any of your or their actions or omissions, and MEDC will have sole control over the defense of any such Claims. Members 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.

**19. Waiver of Claims:**

To the extent permitted by law, you, on your own behalf and on behalf of your Team Member(s), employees, agents, guests and invitees, waive any and all claims and rights against MEDC 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.

**20. Limitation of Liability:**

- MEDC does not control and is not responsible or liable for the actions of other individuals.
- 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.
- 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.

**21. Nebraska Law:**

Any dispute arising under this Agreement shall be governed by, and subject to the laws of the State of Nebraska.

**22. Entire Agreement and Understanding:**

This Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. This Agreement supersedes all prior agreements, leases, proposals, representations, statements, or understandings, whether written or oral, concerning the subject matters or the Parties’ rights or obligations relating to the subject matter. Only specifically authorized representatives may agree to

modifications to this Agreement. No subsequent agreement among the Parties concerning the subject matter shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

IN WITNESS WHEREOF, and intending to be legally bound, MEDC and Member have executed this Membership Agreement in duplicate originals, as of the \_\_\_\_ date of \_\_\_\_\_ 2024.

**Member Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**MEDC Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

### Agreement Summary

#### Member Information

Name	
Address	
City, State & Zip	
Phone	
Email	

#### Agreement Information

Membership Plan	
Membership Begins	
Membership Ends	

#### Payments

Recurring Monthly Fee + 4% if paying by card	\$
First Recurring Payment Date	1st day of each month or the first business day after the 1st.
Automatically Renews	Yes

#### Today's Payment

Partial Month fee (monthly or the daily rate)	\$
Security Deposit (equal to monthly recurring rate)	\$
4% card fee	\$
Total Due Today	\$
Method of Today's Payment	

**Recurring Payment Information**

<b>ACH Method</b>		
Bank Name		
Bank Address		
Name on Account		
Routing Number		
Account Number		
Type of Account	Personal or Business	Checking or Savings

<b>Credit or Debit Card Method (4% convenience fee)</b>	
Card Holder Name	
Card Number	
Expiration Date	
Card Holder's Zip	

**Authorization**

By signing this agreement, you authorize McCook Economic Development Corporation to make electronically debits to your preferred payment method for today's payment, the recurring membership rate, and any fees or charges incurred as part of your membership as outlined in this agreement. This authorization will remain in full force and effect until you provide written notice of cancelation or change of payment method. You are responsible for ensuring that your preferred payment method is valid and up-to-date. You also understand that MEDC requires at least 30 days' notice in order to cancel this authorization.

Member's Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Data Connection and Internet Access Terms of Service

While you are at McCook Cowork Space, 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.

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: 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; 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; use the connection to infringe or violate the intellectual property rights or proprietary rights of any third party; share our IP address or ISP Internet connection with anyone; 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, and person, 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.

I agree to the terms set forth in the Data Connection and Internet Access Terms of Service.

Member's Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_ Initial



Insert Exit Form Here