

IRONBLOCK

— Engagement & Innovation —

HUB

Affordable Space to Grow Your Business Idea at only \$45 a Month Individual or \$75 corporate

24/7 Access

High Speed Internet Access

Exclusive Workshops and Seminars for Members

Coffee & Snack Bar

Discounted Printing of Materials

Use of Conference Rooms Avery, Hillis and Bradly

Mail Delivered to Your Own Suite Number for Only \$75 a Year

Networking Opportunities

Be a Part of a Growing Community of Local Entrepreneurs

*Iron Block Engagement and Innovation Hub
62 N Main St
Frankfort, In 46041
765-654-5507
brande@ccinchamber.org
"Iron Sharpens Iron and One Man Sharpens Another"
Proverbs 27:17*

IRONBLOCK

Coworking Studio

Application

Membership Level:

_____ Standard - \$45 a month or \$540 a year

_____ Corporate - \$75 a month or \$900 a year

_____ Office Space – Contact Brande or Shan at 765-654-5507

Add-Ons

_____ Mailbox – \$75 a year

Name: _____

Company Name (If applicable): _____

Position at Company (If applicable): _____

Mailing Address: _____

E-mail: _____

What is your focus? _____

What do you hope to accomplish at Iron Block? _____

How did you hear about us?

(Development Question) What can you contribute to the Iron Block community?

(Development question) Impress us with your elevator pitch!

Iron Sharpens Iron 2717

**62 North Main Street
Frankfort, Indiana 46041
Phone: 765-654-5507
E-mail:
brande@ccinchamber.org**

Iron Block Co-Working Space

Membership Agreement

I acknowledge that I have received, read, understood, and accepted Iron Block Values and all the terms and conditions of the TUP. Values and/or the TUP may be amended from time to time, without notice, and that I agree to adhere to such amended Values and/or TUP when published.

Name (printed): _____

Signature: _____

Date: _____



Terms of Use Policy

1. Acceptance of Terms

The services Iron Block Co-working Space ("Iron Block") provides to you are subject to the following Terms of Use Policy ("TUP"). Iron Block reserves the right to update the TUP at any time. Iron Block will attempt to contact you by email to notify you of any updates within 30 days of their enactment.

Acceptance of the Terms of Use Policy (TUP) does not create a tenancy contract, but grants you a license to use the Iron Block Co-working Space services upon the terms and conditions set forth herein. This license is personal to you and may not be transferred to any other person.

Members are expected to uphold our Values and the TUP at all times. Failure to adhere to our Values, the TUP, and additional rules and regulations that Iron Block publishes from time to time can result in non-renewal or even early termination of the usage license.

2. Description of Services

Iron Block will provide you the non-exclusive right to use the Iron Block Co-working Space on a first come, first served basis. You will share use of this space along with other members. Iron Block's priority is to make this Space and the Services available for its members 24 hours a day/7 days a week; however, the Space may not be available at all times, as the Space will host events and other receptions from time to time. Iron Block does not represent or warrant that any equipment, amenities, or services – including internet - provided in the Space or by Iron Block (the "Services") will be operational or available at all times. Iron Block will do its best to notify you in advance when either the Space or the Services will not be available. At all times, your use of the Services will be subject to this TUP. Iron Block shall not be liable for any interruption of your use of the Services or of the Space.

Iron Block may offer additional programs and benefits beyond those offered under the base membership agreement for an additional user fee.

3. No Unlawful or Prohibited Use

You will not use the Services for any purpose that is unlawful or prohibited by the TUP or Iron Block's values. You may not use the Services in any manner that could damage, disable, overburden, or impair any Iron Block server (Iron Block's web hosting service), or the network(s) connected to any Iron Block server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Iron Block server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. 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.

4. Use of Studio/Services

You agree that when participating in or using the Services you will not:

- a) Give your key/key-code to anyone else at any time. Giving your key/key-code to someone else is grounds for immediate termination of your membership plan and a lifetime ban from Iron Block.
- b) Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
- c) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- d) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, information, pictures, videos, or other content;

- e) Upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity), unless you own or control the rights thereto or have received all necessary consent to do the same;
- f) Use any material or information, including images or photographs, in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- g) Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- h) Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- i) Restrict or inhibit any other user from using and enjoying the Services;
- j) Violate any code of conduct of other guidelines which may be applicable for any particular service;
- k) Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- l) Violate any applicable laws or regulations;
- m) Create a false identity for the purpose of misleading others;
- n) Permit access to, or use of, the Services by any unauthorized person (through log-on ID and password or otherwise);
- o) Upload, store, email, transmit, or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere, or limit the normal operation of the Services, or any other computer software or hardware;
- p) Upload, store, email, or otherwise transmit any materials that you do not have a right to transmit under any law or under a contractual relationship;
- q) Bring alcoholic beverages into the Studio;
- r) Possess firearms in the Studio; and/or
- q) Otherwise plan or engage in illegal activity.

5. Disclosure

Iron Block reserves the right to disclose any information about you and your participation in and use of the Services to satisfy any applicable law, regulation, legal process or governmental request.

6. Confidentiality

During your participation in and use of the Services and the Studio you may be exposed to Confidential Information. "*Confidential Information*" shall mean all information, in whole or in part, that is disclosed by Iron Block or any participant or user of the Services or any employee, affiliate, or agent thereof, and 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, business affairs, or other knowledge gained through examination or observation of or access to the Space, the computer systems and/or books and records of Iron Block, any analyses, compilations, studies or other documents prepared by Iron Block or otherwise derived in any manner from the Confidential Information, and any information that you are obligated to keep confidential or know should be treated as confidential.

Your participation in and/or use of the Services and the Studio obligates you to maintain all Confidential Information in strict confidence, not to disclose Confidential Information to any third parties, and not to use the Confidential Information in any way directly or indirectly detrimental to Iron Block or any participant or user of the Services.

All Confidential Information remains the sole and exclusive property of Iron Block or the respective disclosing party. Nothing in this TUP or your participation or use of the Services or the Studio 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 Iron Block or any participant or user of the Services.

7. Participation In or Use of Services

You are participating in or using the Services at your own free will and decision. Iron Block does not have any liability with respect to your access to, participation in, or use of the Services, or any loss of information or property resulting from such participation or use.

You do not acquire any intellectual property or other rights, express or implied, in or relating to the Services, the Space, and/or any of the software, sites, or platforms used in conjunction therewith. You may not: rent, lease or sublicense, in whole or in part, the Services and/or any of the software, sites, or platforms used in conjunction therewith; provide others with access to the Services and/or any of the software, sites, or platforms used in conjunction therewith; or otherwise use or market the Services and/or any of the software, sites, or platforms used in conjunction therewith to third parties.

You are authorized to use the Services only in accordance with the terms set forth in this TUP. As between you and Iron Block, you shall be solely responsible for, and Iron Block shall have no responsibility for, ensuring that your use of the Services complies with the terms of this TUP as well as all applicable laws, regulations, duties, and obligations thereunder. Iron Block's function with respect to the Services is limited to the technical operation and maintenance of the Services and shall not extend to any fiduciary or other duty of care related to your use of the Services.

8. Disclaimer of Warranties

IRON BLOCK DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

9. Coaching Services

From time to time various business, coaching, and counseling services may be made available to you as an Iron Block member. Such services are provided without any representation or warranty by Iron Block. Likewise, the advice and counsel of any such persons providing such business, coaching, and counseling services do not represent the opinions or views of Iron Block. Iron Block shall not be responsible or liable for any advice or counseling offered to you, nor for your reliance on any such advice or counseling. You acknowledge that your use of such services, and reliance on such advice and counseling, is at your own risk. You waive any and all claims that you might have against Iron Block, including based upon Iron Block's own negligence, arising out of any damage you suffer or incur as a result of advice or counsel provided to you, unless such damage was suffered or incurred as a result of Iron Block's gross or willful negligence.

10. Limitation of Liability/Exclusion of Incidental, Consequential and Certain Other Damages/Indemnity

Iron Block will not be liable for loss, corruption, or compromise of confidential information or data arising out of your use of the Services unless Iron Block has been grossly negligent or has engaged in intentional misconduct and such gross negligence or intentional misconduct is the proximate cause of such loss, corruption, or compromise.

If an interruption renders the Services unavailable to you for more than 48 hours (excluding special events, holidays, and other planned closings), Iron Block will extend your license by a number of days equivalent to the duration of the interruption. If Iron Block discontinues the Services altogether, Iron Block will refund to you, on a pro-rated basis, your membership fee for the number of days remaining on your membership. You acknowledge and agree that the foregoing refund remedies represent a full and sufficient remedy and that you will refrain from seeking any other remedy for suspension or discontinuance of the Services.

To the maximum extent permitted by applicable law, Iron Block (including its agents and members) shall not be liable, jointly or individually, for any direct, special, incidental, indirect, punitive, consequential, or other damages (including, but not limited to, damages for lost profits, disclosure of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or reasonable care), negligence, damage to your computer, or any other commercial damages or losses), regardless of the theory of liability (contract, tort, or otherwise) in

connection with use of the Studio or the Services, even if Iron Block has been advised of the possibility of such damages.

You agree to indemnify, defend, and hold Iron Block harmless from and against any and all claims, demands, actions, losses, liability, damages or costs (including reasonable attorneys' fees and litigation expenses) it may incur arising out of or in any way connected with your use of or inability to use the Services, including any costs for Iron Block's compliance with any legal obligations or subpoena requests. These obligations shall survive the termination or expiration of this Agreement and/or your use of the Services and the Space.

11. Termination

Iron Block reserves the right to terminate this agreement, or any Service provided under this agreement, at any time. Iron Block further reserves the right to terminate your use of any Services, immediately and without notice, if you fail to comply with the TUP, the Values, or any other rule or regulation published by Iron Block from time to time. You may cancel your membership and terminate this agreement at any time by providing thirty (30) days advance written notice to Iron Block. All membership dues paid are non-refundable. Return of the Iron Block key must be made immediately upon notice of termination of the agreement.

12. Severability

In the event that any provision or portion of this TUP is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TUP shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

13. Security/Access to Premises/Indemnification

The Space will be available for use 24 hrs a day, 7 days a week within reason. The Studio shall remain locked at all times, and may be accessed only with a member's key-card, code or other mode of entry. The Space will be monitored by surveillance video. However, no representative of Iron Block will be present at the Space outside of regular business hours as established by Iron Block.

Your use of the Services and the Space will be at your own risk. You hereby waive and release, and further agree to indemnify, defend, and hold harmless, Iron Block against and from any and all losses, expenses, and damages (including attorneys' fees and litigation expenses), either to person or property, arising out of your use of the Services or the Space, caused by any reason whatsoever (including any act, inaction, or negligence of Iron Block, its employees, agents, or other representatives) unless caused by Iron Block's gross or willful negligence.

You will be solely responsible for any damage to the Studio and/or any other property or equipment at the Studio resulting from your use of the Services or the Studio. You agree to indemnify, defend and hold Iron Block, its officers, agents, members, representatives, employees, successors, and assigns

harmless from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and/or penalties (including attorneys' fees and litigation expenses) based upon or arising out of your participation in or use of the Studio or the Services, unless caused by Iron Block's gross or willful negligence.

As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your equipment while using the space. Iron Block is not responsible for theft of or damage to any of your personal property for any reason.

14. Guests

Guests will be permitted in the Space only in accordance with Iron Block's guest policy, as shall be amended from time to time. You shall be required to comply with Iron Block's guest policy then in effect at all times. You will be solely responsible for any damage to the Space and/or any other property or equipment at the Space caused by presence of any guest(s) at the Space.

You agree to indemnify, defend, and hold harmless Iron Block against and from any and all losses, expenses, and damages extending from claims brought by or on behalf of any person or persons, member or members, firm or firms, corporation or corporations, for damages, either to person or property, caused by the presence of any guest(s) at the Space, unless caused by Iron Block's gross or willful negligence.

You further agree to indemnify, defend, and hold Iron Block harmless against and from any and all losses, expenses, and damages extending from claims brought by or on behalf of any such guest(s) for any damage, either to person or property, sustained by reason of the condition of the Space and/or items in the Space, due to the act or neglect of any employee of Iron Block, or the act of any member or other person in the Space, or due to any casualty or accident in or about the Space, unless caused by Iron Block's gross or willful negligence.

15. Parking

Members will be entitled to park in the City of Frankfort's parking lots at no cost. Parking is limited to three hours in the downtown area which includes around the Iron Block Building. You will be responsible for all fines, fees, and expenses (including towing fees) incurred by you or Iron Block as a result of parking in areas limited or prohibited without permission.

16. Smoking/Pets

No smoking shall be permitted in the Studio at any time. No pets shall be allowed in the Space at any time.

17. Attorneys' Fees

Iron Block shall be entitled to recover attorneys' fees and litigation expenses incurred in order to enforce any term or provision of this agreement.

18. Consent for Photography/Video Consent for Media Release & Promotional Use

You hereby grant permission to Iron Block, its employees, interns, and/or representatives to take and use:

- photography/digital images
- video
- recorded audio or quoted remarks

for use by Iron Block in promotional or educational materials. These materials might include but are not limited to electronic publications, printed publications, Iron Block website, Facebook page, Twitter account or other electronic or print communications. You further agree that your name and identity may be revealed in descriptive text or commentary in connection with the image(s) published.

You also agree that the media may contact you regarding your involvement with Iron Block. All prints, digital reproductions, video, and audio recordings shall be the property of Iron Block.

*Iron Block will always contact its members to request the use of any of the materials described above, and will provide an open and honest description of the manner in which the materials will be used. Materials are to be used in a promotional context unless otherwise specified in the communications with the member featured in the media.

19. Use of Name

You shall not use any trademark, service mark, logo, trade name, or any other representation of Clinton County, the City of Frankfort, Clinton County Chamber of Commerce, Clinton County Economic Development, Frankfort Main Street, Iron Block or any other partner or sponsor of the Space, nor shall you represent that you have any business affiliation with same, without the express permission of the respective entity. You shall not represent that you represent Iron Block or the Space. You agree to take any and all actions reasonably requested by Iron Block to avoid confusion or to confirm to third parties that your use of the Studio is independent of and not in any way related to Iron Block.

20. Lost Key/Keycard/Damage to Premises

Iron Block will charge \$25 to replace any lost or misplaced keycard.

You shall be responsible for any damage you cause to the Space and shall reimburse Iron Block for any costs to repair such damage.

You are solely responsible for keeping your workspace clean and free from trash and clutter. If you fail to keep your workspace clean and free from trash, or if you leave behind trash in the Space, you shall reimburse Iron Block for any cleaning charges it incurs as a result of your use of the Space.

21. Law/Venue/Integration

This agreement shall be construed under the laws of the State of Indiana. Venue for all actions arising out of or in any way related to this agreement shall be in the state courts located in Clinton County, Indiana.

This agreement contains the entire agreement between the parties with respect to the subject matter set forth herein. Any representations made before the signing of this agreement are non-binding. Neither party has relied on such prior representations in entering into this agreement.

22. Mail Boxes

You agree no dangerous material is to be mailed to Iron Block either the personal/rental mailboxes or Iron Block itself.