

**EASTERN SHORE INNOVATION CENTER
CO-WORKING SPACE AGREEMENT**

**FOR CO-WORKING SPACE 798 SQUARE FEET, MORE OR LESS
WITHIN THE EASTERN SHORE INNOVATION CENTER
LOCATED AT 104 TECH PARK DRIVE, CAMBRIDGE, MARYLAND 21613**

This Agreement is made this ___ day of _____, 20___, by and between _____
(hereinafter referred to as "Member") and Dorchester County, Maryland (hereinafter referred to as "County");

Member hereby represents and warrants that it has all requisite legal power and authority to enter into and abide by the terms and conditions of this Agreement and no further authorization or approval is necessary. Member further represents and warrants that its 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 the Member is a party. County offers co-working space at Eastern Shore Innovation Center (hereinafter referred to as "ESIC") in partnership with hotDesks.org. Co-working space is 798 square feet, more or less, within the ESIC, located at 104 Tech Park Drive, Cambridge, MD 21613. Member's participation in and use of the Services is governed by this Agreement in a manner which ESIC deems necessary to satisfy any applicable law, regulation, legal process or governmental request, edit or remove any information or materials, in whole or in part, in ESIC sole discretion.

This Agreement includes:

Services - The County will offer shared services on an "as available" basis and as determined at the sole discretion of the County. Shared services will include access to Wi-Fi, postage scale, copy/scanner (for fee), conference room, lunch/snack area and co-working/parking space.

Damage to property – Member shall clean up around them while using the facility. In the event that the facility, equipment, or any other County property is damaged or destroyed by Member (excluding ordinary wear and tear), Member shall pay same standard replacement or repair costs.

Use restrictions - Member is governed by the "Rules and Regulations", as described in Exhibit A, and the "Policies and Procedures", as described in Exhibit B.

Membership term - The initial term of this Membership Agreement shall be for 12 months, which shall commence upon signing this Membership Agreement and can be cancelled with a thirty (30) day written notice.

Payment - The one-time set-up fee of \$25 and the monthly member payment to the County shall be payable by ACH debt to Member's account on the first day of each month and shall be as follows: (Select Membership Level desired)

- Individual Full-Time Membership (one 24/7 access card) **\$100.00**
- Individual Part-Time Membership (one access card for up to 3 days/week) **\$50.00**
- Individual Basic Membership (one access card for up to 1 day/week) **\$25.00**
- Business Full-Time Membership (two 24/7 access cards) **\$200.00**
- Business Part-Time Membership (two access cards for up to 3 days/week) **\$100.00**
- Business Basic Membership (one access cards for up to 1 day/week) **\$50.00**
- Student (ID required) Full-Time Membership (one 24/7 access card) **\$50.00**
- Student (ID required) Part-Time Membership (one access card for up to 3 days/week) **\$25.00**
- Student (ID required) Basic Membership (one access card for up to 1 day/week) **\$12.50**

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Company: _____
(herein the "Company")

Date: _____

Signature: _____
Member

EXHIBIT A – ESIC RULES & REGULATIONS

Users of ESIC facility agree that when participating in or using the Services, Members, its employees, invitees, and/or agents will abide by ESIC Policies and Procedures as well as Rules and Regulations, as posted in the Co-Working space.

Restricted uses – Members, its employees, invitees, and/or agents will not use the facility to or by:

- a. Offer contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited messages (commercial or otherwise).
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through hotDesks.org servers.
- d. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto and have received all necessary consent to do the same.
- e. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property.
- g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- h. Restrict or inhibit any other user from using and enjoying the Services.
- i. Violate any code of conduct or other guidelines which may be applicable for any particular Service.
- j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- k. Violate any applicable laws or regulations.
- l. Create a false identity for the purpose of misleading others.
- m. Use restrooms, water closets, sinks, faucets, plumbing and other service apparatus of any kind for any purpose other than those for which they were installed. The expense of any breakage, stoppage or damage to such sinks, toilets and the like shall be borne by the Member who, or whose employees, contractors or invitees, caused it.
- n. Place or leave sweepings, rubbish, rags, ashes, chemicals or other refuse or injurious substances in the lobbies, passages or common areas of the Building.
- o. Cover or obstruct a skylight, window, door or transom of the Building and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window space, except as approved in writing by the County.
- p. Inscribe, paint, install or erect signage, lettering, insignia, advertisement, notice or other thing in any portion of the Premises which may be seen from outside the Building, or on any window, window space or other part of the exterior or interior of the Building, unless first approved in writing by the County.
- q. Erect any stand, booth or showcase or other article or matter in or upon the Premises, the Building and/or the Property without first obtaining the County's written consent thereto.
- r. Place any other or additional lock upon any door within the Premises or elsewhere upon the Property, and the Member shall surrender all keys for all such locks at the end of the Term. The County shall provide the Member with one set of keys for a total of two keys to the Premises when the Member assumes possession thereof.
- s. Permit to be done anything, which obstructs or interferes with the rights of any other Member of the Property. No bird, fish or animal shall be brought into or kept in or about the Premises, the Building and/or the Property.
- t. Install signaling, telegraphic, telephonic, protective alarm or other wires, apparatus or devices within the Premises without the County directing where and how they are to be installed and, except as so directed, no installation, boring or cutting shall be permitted.
- u. Use the Property as sleeping quarters.
- v. Obstruct sidewalks, passages and stairways.
- w. Keep the windows and doors of the Premises (including those opening on corridors and all doors between rooms entitled to receive heating or air conditioning service and rooms not entitled to receive such service) closed while the heating or air-conditioning system is operating, in order to minimize the energy used by, and to conserve the effectiveness of, such systems.

EXHIBIT A – ESIC RULES & REGULATIONS

- x. Place anything or material on the roof or in the gutters and downspouts of the building or cut, drive nails into or otherwise penetrate the roof, without first obtaining the County's written consent thereto. The costs of any roof improvements made pursuant hereto shall be borne by the Member.
- y. Assure that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before leaving the Premises each day.
- z. Maintain all Confidential Information in strict confidence, not disclosing or using Confidential Information.
- aa. Agree that all Confidential Information remains the sole and exclusive property of the respective disclosing party. You acknowledge and agree that nothing in this Agreement or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of ESIC, its partners or any participant or user of the Services
- bb. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by ESIC, its partners or any participant or user of the Services or any employee, affiliate, or agent thereof that is nonpublic, confidential or proprietary in nature. Confidential Information also includes without limitation, information about business, sales, operations, knowhow, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records, any analyses, compilations, studies or other documents prepared by ESIC or its partners or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know, or have reason to know, should be treated as confidential.

The County shall retain the right to:

- a. Control or prevent access thereto by any person whose presence, in the County's judgment, would be prejudicial to the safety, peace, character or reputation of the Property or of any Member of the Property.
- b. Prescribe the weight and position of inventory and of other heavy equipment or fixtures, which shall, if considered necessary by the County, stand on plank strips to distribute their weight. Any and all damage or injury to the Property arising out of the Member's equipment being on the Property shall be repaired by the Member at its expense. The Member shall not install or operate any machinery whose installation or operation may affect the structure of the Building without first obtaining the County's written consent thereto, and the Member shall not install any other equipment of any kind or nature whatsoever which may necessitate any change, replacement or addition to, or in the use of, the water system, the heating system, the plumbing system, the air-conditioning system or the electrical system of the Premises, the Building or the Property without first obtaining the County's written consent thereto.
- c. Require Member installation and maintenance of vibration eliminators or other devices to eliminate noise and vibration when business machines and mechanical equipment belonging to the Member cause noise or vibration that may be transmitted to the structure of the Building, any other buildings on the Property, or any space
- d. Institute energy management procedures when necessary.
- e. Have the right to rescind, suspend or modify these Rules and Regulations and to promulgate such other rules or regulations as, in the County's reasonable judgment, are from time to time needed for the safety, care, maintenance, operation and cleanliness of the Building or the Property, or for the preservation of good order therein.

Exclusion of Incidental, Consequential and Certain Other Damages - To the maximum extent permitted by applicable law, in no event shall ESIC, its partners or its subsidiaries, affiliates, division, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors, and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for; loss of 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 pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the Services, the provision of or failure to provide Services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

EXHIBIT A – ESIC RULES & REGULATIONS

Limitation of Liability and Remedies - Notwithstanding any damages that you might incur for any reason whatsoever the entire liability of ESIC or its partners under any provision of this agreement and your exclusive remedy for the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (\$10.00).

Termination - ESIC reserves the right to terminate any Service at any time by thirty (30) days prior written notice, and further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with this Agreement.

Non-Disparagement - Member shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding ESIC or its management other than to comply with law.

Indemnification - Member releases, and hereby agrees to indemnify, defend and save harmless County and hotDesks.org and its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of Member's negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. Member further agrees in the event that it brings a claim or lawsuit in violation of this agreement, Member shall be liable for any attorneys' fees and costs incurred by ESIC or its respective officers and agents in connection with the defense of such claim or lawsuit.

Severability - In the event that any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions shall be unaffected and shall remain in full force and effect to the fullest extent permitted by applicable law. Nothing in these Rules and Regulations shall give any Member any right or claim against the County or any other person if the County does not enforce any of them against any other Member or person (whether or not the County has the right to enforce them against such Member or person), and no such non-enforcement with respect to any Member shall constitute a waiver of the right to enforce them as to the Member or any other Member or person. In any instance in which the County's prior consent or approval is required, the County shall have the right to withhold or condition such consent or approval in its sole discretion

EXHIBIT B – HAZARDOUS MATERIAL DISCLOSURE

Business / Individual Name: _____ Phone: _____

Business / Individual Address: _____

Individual's Name: _____ Phone: _____

Description of Business: _____

The Hazardous Materials Disclosure has been established to provide local emergency responders with information that can assist in responding to an emergency incident involving a hazardous material. Businesses must report the type, quantity, and procedures used to control hazardous materials they use in their daily operations.

If your business has or uses hazardous materials, you must file a hazardous material disclosure.

Answer the following questions:

My business has/uses a **liquid hazardous material** or **hazardous waste**.

YES NO

My business has or uses **compressed gas**

My business has **inert compressed gas** (e.g., argon, nitrogen, helium)

My business has **solid hazardous material** or **hazardous waste**.

My business has **extremely hazardous material** or **radioactive material** which could potentially pose a significant hazard to human health and safety, or the environment.

List Hazardous Material used or stored on County premises

Quantity

EXHIBIT C– WET LAB OPERATIONS

OSHA Standards

Section 5(a) (1) of the Occupational Safety and Health Act of 1970 (OSH Act), the General Duty

Clause, requires that employers “shall furnish to each of his employees, employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees.” Therefore, even if an OSHA standard has not been promulgated that deals with a specific hazard or hazardous operation, protection of workers from all hazards or hazardous operations may be enforceable under section 5(a)(1) of the OSH Act. For example, best practices that are issued by non-regulatory organizations such as the National Institute for Occupational Safety and Health (NIOSH), the Centers for Disease Control and Prevention (CDC), the National Research Council (NRC), and the National Institutes of Health (NIH), can be enforceable under section 5(a)(1).

Each company using the ESIC Wet Lab must certify review and acceptance to operate within the guidance of the OSHA Laboratory Safety Guidance booklet. In addition, each company must keep a signed log of each employee’s quarterly certification that they have reviewed and agreed to work within the guidelines of the OSHA Laboratory Safety Guidance.

In addition, all companies using the ESIC Wet Lab shall submit the following documents prior to use of the lab:

- Material Safety Data Sheets for all material used or stored in the ESIC Lab
- Chemical Hygiene Plan (CHP)
 - Standard Operating Procedures (SOPs)
 - Criteria for Exposure Control Measures
 - Adequacy and Proper Functioning of Fume Hoods and other Protective Equipment
 - Information and Training Requirements
 - Requirement of Prior Approval of Laboratory Procedures
 - Medical Consultations and Examinations
 - Chemical Hygiene Officer Designation
 - Particularly Hazardous Substance

I certify that ___ (Business/Individual) ___ and all employees will operate within the guidelines of the OSHA Safety Guidance and submit to a quarterly audit of lab activities and procedures.

Owner: _____ Date: _____

Hazardous Waste and Discharge

Each company using the ESIC Wet Lab will arrange for the proper disposal of all hazardous waste and certify that EPA guidelines are being met with all air and water discharge.

I certify that ___ (Business/Individual) ___ will properly dispose of all hazardous waste and certify that EPA guidelines are being met with all air and water discharge.

Owner: _____ Date: _____

I will not be using the ESIC Wet Lab

Owner: _____ Date: _____

Oct. 18
ESIC.Co-WorkingAgmt/mlh

Initial

Initial