

## **INNOVATION LAB COWORKING TERMS & CONDITIONS**

All coworking members (the "Participant") must agree to the following terms and conditions outlined in this document (the "Agreement") in order to participate in The Innovation Lab coworking program.

1. **TERM.** The term of this Agreement is one month for the period beginning on the date the Participant registers (the "Term"). The Term renews automatically each month until the Participant cancels the membership.
2. **PAYMENT OF FEES.** Participant hereby agrees to pay the sum of the monthly fee for the plan chosen for the duration of the Agreement. The payment will be automatically charged to a credit card provided by the Participant each month for the duration of the Term and all subsequent renewal periods.
3. **INSURANCE.** Personal property, fire and extended coverage insurance upon all the personal contents and other personal property situated upon the premises shall be the responsibility of the Participant in an amount and with an insurance company at the Participant's discretion. Participant will indemnify, defend and hold Creative Adventure Lab, Inc. (dba The Innovation Lab) harmless from and against any and all claims, demands, causes of action, actions, damages, liability, judgments or expenses, including attorney's fees and reasonable expenses incurred in connection with injury to persons, loss of life, bodily injury, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the premises by Participant, or its agents, employees, or customers.
4. **DAMAGE, DESTRUCTION, AND CONDEMNATION.** If the premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Participant's purposes, then this Agreement will be considered void.
5. **USES/COOPERATION WITH OTHER PARTICIPANTS.** Participant agrees to use the premises for their stated business and for no other purposes. Participant will not store, manufacture, sell or use any explosives, flammables, illegal drugs, dangerous chemicals or devices or other inherently dangerous substances. Participant agrees to engage in no activity on the premises that is illegal under federal, state, or local law. Participant agrees at all times to use Participant's best efforts to cooperate with The Innovation Lab's other participants and patrons. Participant agrees, in conjunction with the other participants, to keep the office and community spaces in the same condition or in a better condition and state of cleanliness as before Participant use. The Innovation Lab reserves the right, upon reasonable notice to Participant, to create or modify rules regarding the premises that are designed to enhance the safety of the participants and patrons, the cooperation of the participants, or the appearance of the premises. All such rules shall apply to all participants equally.
6. **DEFAULT.** Any of the following occurrences shall constitute an event of default under this Agreement: a.) The Innovation lab is not able to process Participant payment of fee when due as herein provided and such failure continues for (5) days, b.) Participant fails to comply with or observe any other obligation, covenant, or condition under this Agreement and such failure continues for (5) days after written notice thereof shall have been given to Participant by The Innovation Lab or c) Participant files bankruptcy, makes an assignment for the benefit of creditors or otherwise takes any action indicating Participant's insolvency. If any event of default

under this Section 6 shall occur, The Innovation Lab may declare this Agreement void. The Innovation Lab may re-claim or re-assign Participant benefits three days after the written termination of this Agreement in all events. Additionally, The Innovation Lab may declare immediately due and payable all fees due at the time of an event of default along with all fees to become due under this agreement had the event of default not occurred. The Innovation Lab shall have, in addition to the remedies above provided, all other rights or remedies available to Creative Adventure Lab, Inc. in law or equity.

7. **LIABILITY.** Participant's liability under this Agreement is joint and several in nature. Each Participant individually is obligated to The Innovation Lab for the full amount of participation fees and other charges due under this Agreement, and all other obligations described herein.

8. **SEVERABILITY.** If any provision of this Agreement, or any application thereof, shall be declared invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement, and any other applications of such provision, shall continue in full force and effect. The failure to insist upon strict performance of any of the terms or conditions of this Agreement shall not be deemed a waiver of any subsequent breach or default in any of such terms or conditions.

9. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

10. **COWORKING PARTICIPANT BENEFITS.** The Innovation Lab agrees to provide to Participants the following benefits: Use of office space for the Term (including use of any included office furniture, if applicable) in accordance with participation level.

11. **MISCELLANEOUS.** Section headings used in this Agreement are for convenience only and should not be considered in interpreting the meaning of any provision. Any written notice required or permitted hereunder shall be deemed sufficiently given if delivered by email, U.S. Mail, return receipt requested, or hand-delivered.

12. **MAIL SERVICE.** I understand that I am responsible for ensuring mail is forwarded to my new address upon termination of my coworking agreement and that mail received after my term ends will be recycled.

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Coworker

date