

DCDT CoWORK Membership Agreement

The Detroit Center for Design + Technology (DCDT) seeks to provide a shared, community-driven workspace for location-independent workers. It exists because of you and for you. As a member, you will not just be a customer of the DCDT; you'll be an active part of what the DCDT is and does for you and for others.

Membership Features

Below are some, but not all, of the benefits members receive as part of their membership:

All Memberships

- Wi-Fi access
- Use of projector/TV
- Option to rent conference room (CoWORK credits valued at 30min/credit).
- Access to DCDT PrintLab and discounted pricing compared to local competition.
- Access to the space during normal operating hours (8:00am-6:00pm Monday to Friday, except holidays), as well as freedom to use the space during other hours if a manager is present.

Availability

There are a total of 40 seats available (30 in the immediate Design Incubator and 10 in the adjoining Coffee Bar). The Design Incubator offers a conference-size table with 10 seats, a bar-style table with four seats, lounge seating for six and three sets of small work tables for 2-3 people. The Coffee Bar boasts eight bar-height stools, two lounge seats, a 60-inch 4K smart television with HDMI capabilities and ample power connections.

Drop-In (\$10/day)

People interested in simply dropping in for the day can do so for a day rate, provided there is sufficient space. Contact us ahead of time for availability at dcdt@detroit.design

- Use of any available seating spot
- Wi-Fi access + PrintLab services.

Partner Membership (\$50/month or \$499/year)

Perfect for businesses or individuals who want to connect with the DCDT community.

- Use of 2 credits for conference room rental per month
- Access to private member facebook group
- Access to CoWORK space events and services
- Can purchase additional credits at an additional discounted fee (\$25/additional credit).

Hot Desk Membership (\$95/month or \$999/year)

Perfect for businesses or individuals who want to connect with the DCDT community on a part-time basis.

- Use any available seating spot
- Includes access to private member Facebook group.
- Access to CoWORK space events and services.
- Use of 4 credits for the conference room per month.

Hot Desk Membership with Mailing Membership (\$125/month or \$1,299/year)

Perfect for businesses or individuals who want to connect with the DCDT community on a full-time basis.

- All benefits of a Hot Desk Membership plus a mailbox with Woodward Ave. mailing address.

Payments

Dates

- All membership payments are due on the first business day of each month for monthly memberships. Payment is due upon submission of signed membership agreement for yearly memberships.
- The Detroit Center for Design + Technology reserves the right to charge late fees and/or withhold services if payments are not received on time.
- A minimum of three-month commitment is required for all monthly memberships.

Payment Methods

- Members may pay via Check, Money Order or Credit Card.

Contact Information

Name:

Home/Business address:

Phone:

Email:

Company (if applicable):

Position:

Webaddress:

Is it OK to publish your name, company, position, and web site on our member directory and web site?
Your personal contact information (phone, address, email) will be kept private. Please indicate below:

Yes No

Terms of Us

The following Terms of Use may be somewhat lengthy, but we want to be careful to ensure that everyone is properly protected. Please feel free to contact us at dcdt@detroit.design with any questions regarding these terms.

1. Acceptance of Terms.

The services the DCDT provides to you, the undersigned (including but not limited to use of office space and access to Internet), are subject to the following Terms of Use ("TOU").

The DCDT reserves the right to update the TOU at any time. The DCDT will attempt to contact you to notify you of any updates within 30 days of their enactment using the contact information provided in the Membership Agreement.

2. Description of Services.

The DCDT may provide you with access to office space, work stations, internet access, office equipment, conference space, knowledge resources, and other services as the DCDT may provide from time to time (collectively, "Services"). The Services at all times are subject to the TOU.

3. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any DCDT server, or the network(s) connected to any DCDT 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 DCDT 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.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that 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 apart.

4. Use of Services.

Subtenants agree to follow all IT policies currently in effect and published on the LTU website. Failure to do so may cause subtenants to lose access to wireless/network connections.

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

- a) Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (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 the DCDT Services;
- d) 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;
- 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 of another;
- 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 (including the Building Rules for 4219 Woodward Avenue);
- 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; and
- l) Create a false identity for the purpose of misleading others.

The DCDT reserves the right at all times to disclose any information about you, your participation in and use of the Services as the DCDT deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the DCDT's sole discretion.

5. Confidentiality.

You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by the DCDT, Lawrence Technological University (LTU), 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, know-how, 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 of the DCDT or LTU, any analyses, compilations, studies or other documents prepared by the DCDT or LTU or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

Your participation in and/or use of the Services obligates you to:

- I. Maintain all Confidential Information in strict confidence;
- II. Not to disclose Confidential Information to any third parties;
- III. Not to use the Confidential Information in any way directly or indirectly detrimental to the DCDT, LTU, or any participant or user of the Services.

All Confidential Information remains the sole and exclusive property of the DCDT or the respective disclosing party. You acknowledge and agree that nothing in this TOU 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 the DCDT, LTU, or any participant or user of the Services.

6. Participation In or Use of Services.

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

7. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, the DCDT provides the services "as is" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

To the maximum extent permitted by applicable law, in no event shall the DCDT or 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 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 of the DCDT, and even if the DCDT has been advised of

the possibility of such damages.

Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or

8. Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by applicable law, in no event shall the DCDT or 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 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 of the DCDT, and even if the DCDT has been advised of the possibility of such damages.

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.

9. Termination.

The DCDT reserves the right to terminate any Service at any time. The DCDT further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.

10. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless the DCDT and the DCDT's 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 your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by the DCDT or its respective officers and agents in connection with the defense of such claim or lawsuit.

11. Severability.

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

12. Insurance.

The DCDT will not carry Liability and Business Personal Property insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of the DCDT.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.

Signature: _____ Date: _____

Name (Printed)