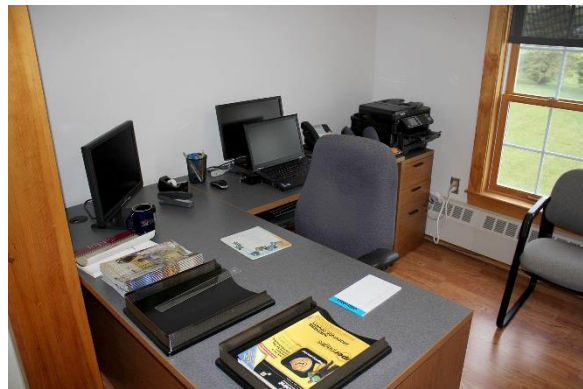




Northern Maine Development Commission  
Coworking Opportunities  
Caribou, ME  
Sept. 9, 2016



Northern Maine Development Commission (NMDC) and the Caribou Economic Growth Council are partnering to bring new businesses to northern Maine. A start up entrepreneur or relocating business person is being afforded the opportunity to locate at Northern Maine Development Commission in Caribou rent free for six months as a pilot coworking space project. Terms and conditions at the end of this document.

In addition to providing office space, NMDC, located at 11 West Presque Isle Road, Caribou, ME 04736, has conference rooms, networked printers, Polycom capabilities and robust Internet access of 100 megabytes upload and download.

NMDC also houses the Small Business Administration's Small Business Development Center for Northern Maine and has an active lending department.

The NMDC SBDC Director can assist with:

- Accounting
- Business start-up/acquisition
- Government procurement
- Financial Management
- Loan packaging
- Market research
- Marketing and sales
- Operations
- Personnel management
- Record keeping and cash flow analysis
- Sources of credit and financing
- Other business-related issues

The Business Finance Division administers loan programs funded by the Economic Development Administration (EDA), the Small Business Administration (SBA), USDA Rural Development (RD), the Finance Authority of Maine (FAME), US Environmental Protection Agency (EPA) and the Maine Department of Economic and Community Development.

The Business Finance Division works with you as an existing business or a new business prospect to develop the best possible financing package utilizing local, state and federal programs that are available. We will work with you to help develop a financial plan that will accomplish your goals, assure you longevity and be acceptable to your lender. Prior analysis and preparation helps to assure your success in structuring your plan. By staying abreast of all local, state and federal programs you can be assured of up-to-date accurate information in making your determination.

If you would like to know more about coworking opportunities at NMDC, contact Bob Clark, Exec. Director at (207) 493-5762, or by email at [rclark@nmdc.org](mailto:rclark@nmdc.org).

## **Coworking Service Agreement T&Cs**

The services Northern Maine Development Commission (NMDC) provides to you are subject to the following Terms and Conditions (T&C). NMDC reserves the right to update the T&C at any time without notice to you. NMDC coworking application does not create a tenancy but a prepaid usage license to use the provided amenities on a monthly or casual basis. (Fee waived for a trial period of six months, except for office supplies and printing costs)

## **Description of Services**

NMDC may provide you with access to office space, workstations, Internet access, office equipment, conference space, knowledge resources, and other services (collectively, "Services"). The Services at all times are subject to the T&C.

## **No Unlawful or Prohibited Use**

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 NMDC 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 NMDC 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, nor should you post or download files that you know or should know are illegal or that you have no rights to. 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 T&C 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 a party.

## **Use of services**

You agree that when participating in or using the Services, you will not: Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited messages (commercial or otherwise); Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through NMDC servers. 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 a limitation, copyright, 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. 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; Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker. Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such

manner. Restrict or inhibit any other user from using and enjoying the Services. Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules). Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party. Violate any applicable laws or regulations; or Create false identity for the purpose of misleading others.

### **Renewals and Terminations**

This Agreement is automatically renewed at the end of each period with consent of each party. The T&C must be adhered to at all times. Failure to follow T&C can result in non-renewal or even early termination of the usage license. NMDC reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&C. This includes non-payment or violation of the space rules. If this happens, NMDC will refund any amounts paid for unused periods that remain after deducting any pending charges, on a prorata basis. Members may terminate this Agreement by giving a written notice of termination as established in this Agreement. Termination shall be in effect as of the end of that calendar month. Should Member not provide timely notice of termination to NMDC then the Membership Period shall continue to the end of the following calendar month and the service fees for that calendar month shall be payable.

### **Invoicing and Payment**

The member is automatically invoiced monthly in advance based on their membership option. Also included is any variable charges such as telephony usage that may have been incurred during the previous period. Payment is required at the beginning of the month for that period, at the date specified in the invoice. Payment for casual usage is either paid on the day of use unless other arrangement have been made with NMDC. NMDC reserves the right at all times to disclose any information about you. Your participation in and use of the Services as NMDC 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 NMDC's sole discretion.

### **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 NMDC or any participant or user of the Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of NMDC, any analyses, compilations, studies or other documents prepared by NMDC or otherwise derived in any manner from the Confidential Information that you are obliged 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 Maintain all Confidential Information in strict confidence; Not to disclose Confidential Information to any third parties; Not to use the Confidential Information in any way directly or indirectly detrimental to NMDC or any participant or user of the Services. All confidential information remains the sole and exclusive property of NMDC or the respective disclosing party. You acknowledge and agree that nothing in this T&C 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 NMDC or any participant or user of the Services.

### **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 NMDC 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.

### **Disclaimer of Warranties**

To the maximum extent permitted by the applicable law, NMDC 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: 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.

### **Exclusion of Incidental, Consequential and Certain Other Damages**

To the maximum extent permitted by applicable law, in no event shall NMDC 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 and 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 NMDC, and even if NMDC has been advised of the possibility of such damages. Limitation of Liability and Remedies Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of NMDC 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 under any provision of this T&C and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to [enter amount]. The foregoing limitations, exclusions and disclaimers, including the previous sections) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

### **Non-Disparagement**

You 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 NMDC, or any of NMDC’s officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

**Indemnification**

You release, and hereby agree to indemnify, defend and save harmless NMDC and NMDC 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 attorney fees and costs incurred by NMDC 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 T&C is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

**Insurance**

NMDC carries Liability and Business Personal Property insurance. As a user, you are not required but 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 NMDC.