



MEMBERSHIP AGREEMENT

Member Details:

Name:	
Home Address:	
Email Address:	
Main Phone Number:	
Business/Organization Name:	

Membership Level Selection:

	Monthly Billing	Annual Billing
Pay as you Go Plan		N/A
Monthly Plans		
Five (5) Flights per Month		N/A
Ten (10) Flights per Month		
Unlimited Flights per Month		
Corporate Access		
Twenty (20) Flights shared by 3 users		
Contributor Access		

Billing Information (If you wish to pay by Credit Card or EFT, additional instructions will be emailed to you):

Please Invoice Me ☐

Pay by Credit Card or EFT ☐

Agreement:

This Membership Agreement ("Agreement") is made by and between Heartland Lakes Development Commission operating as The Hangar ("The Hangar") and the undersigned Member of The Hangar ("member"). This Agreement defines the terms of use of The Hangar space at 100 8th Street E, Park Rapids, MN 56470.

A member is permitted access to The Hangar for the general purposes of:

- Conducting business, including meeting with guests.
- Using conference room consistent with membership level.
- Attending trainings and other learning opportunities.
- Accessing the internet via wi-fi and/or network cabling for lawful purposes.
- Accessing output devices and office supplies consistent with membership level.

As a member of The Hangar, you agree to the following terms:

1. **The Hangar Services.** The Hangar provides services "as is" as a service and not as a lease of real property, and disclaim all warranties and conditions, whether express, implied, or statutory, including but not limited to merchantability, fitness for a particular purpose or use. The entire risk of participating in or using The Hangar remains with you.
2. **Liability.** In no event shall The Hangar or its agents, owners, members, or employees be liable for any direct special, incidental, indirect, punitive, consequential, or other damages whatsoever (including, but not limited to, damages for lost profits, loss of confidential or other information, business interruptions, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other loss) arising out of or in any way related to The Hangar services or otherwise.
3. **Indemnification.** As a member of The Hangar, you release, and agree to indemnify, defend, and hold harmless The Hangar, its agents, owners, members, and employees from and against all claims, liabilities, losses, damages, expenses, judgements, fees, and penalties based on or arising out of your negligent actions, errors, and omissions, willful misconduct and fraud, breach, or violation of The Hangar agreement.
4. **Illegal/Inappropriate Activities.** Defaming, abusing, harassing, threatening, or otherwise violating the legal rights (such as privacy and publicity) of others; posting, distributing, or disseminating inappropriate, profane, defamatory, obscene, indecent, unlawful material or information; uploading, reproducing, using, performing, or otherwise making available images, software, or other material or information which infringes another's rights, or is protected by intellectual property laws where you don't own or license such rights; and uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage The Hangar's computer network systems or property or a member's computer or property.
5. **Confidentiality.** You acknowledge that during your membership at The Hangar, you may be exposed to confidential information such as business information, trade secrets, technology, customer, and prospects that is confidential or proprietary in nature. You agree to keep it confidential and not to disclose or use such information. You understand that the information remains the exclusive property of who disclosed it, and you don't acquire any rights to such information.
6. **Insurance Coverage.** Heartland Lakes Development Commission has a general liability and business personal property insurance policy. As a member, you should carry an insurance policy to cover your own possessions stored or used at The Hangar, or any other space. Heartland Lakes Development Commission has the right to request that they be listed as additional insured on your Business Policy. With respect to your access to, participation or use of, you acknowledge that is solely your responsibility to make sure you are properly insured against such losses and acknowledge by signing this agreement a full waiver of liability for Heartland Lakes Development Commission.

7. Multi – Tenant Building. The Hangar is located in a building that houses the offices of Heartland Lakes Development Commission. Please respect the rights and space of those spaces and their employees. Abide by all rules of the building.
8. Membership Payments. Payments are due in advance on the first of each month. A reminder email will be sent on the 5th of each month for unpaid memberships. Access to the space will be restricted and we have the right to withdraw your membership if payment remains unpaid by the 15th of the month. You give The Hangar permission to re – run failed credit/debit card transactions within 5 days of the original transaction.
9. A La Cart Billing. Members are provided an allowance for use of the output devices. You will be billed monthly for any overages and other a la cart items selected. Payment is due 10 days after the invoice is issued.
10. Cancellation of Membership. All memberships require a full 30-day notice of cancellation prior to the 1st of the month. The member must send request cancellations in writing preferably via email to TheHangar@heartlandlakesdc.org. If a member does not provide timely written notice, The Hangar has the right to charge for the following month, during which time the member will have access to the space. For example, if notice is given on February 15th, your final day of membership will be March 31st.
11. Conference Room. Members will have access to the conference room, Heartland Lakes Development Commission will be in control of the conference room calendar.
12. Computer Output Devices. Members will have access to a multifunction machine and wide format printer and will be provided an allowance based on membership level. To access a print job, you will scan your access card, which records the number of pages printed. Overages will be billed at the a la cart rate on a monthly basis.
13. Guest and Clients. Your membership includes only one person (unless a corporate account). Guests or clients may join you in the concourse at no charge or you may reserve the conference room for such visits within the allotted hours for your membership level, also at no cost. However, if such guests/clients are frequent visitors the Hangar staff may request they purchase a daily pass or become a member. All guests should register at the Heartland Lakes Development Commission desk.
14. Hours. The Hangar is available to members 24 hours/7 days with your key card. Heartland Lakes Development Commission staff is available 8:00 am to 4:30 pm Monday through Friday except for legal Holidays.
15. Key Cards. All members will be issued a key card that will provide access to the Hangar concourse and allow retrieval of print jobs. Replacement key cards are \$20. The key card must be returned upon termination of membership, or a \$20 fee will be assessed.
16. Mailboxes. For a monthly fee of \$10 you will receive a physical address for your business mail deliveries. You will have a dedicated Mailbox and key assigned to you.

Larger packages will be accepted/signed for by Heartland Lakes Development Commission Staff and an email notification will be sent to you. You must maintain active membership to have mail service. **NOT AVAILABLE AT THIS TIME**

17. Photography/Videos. You agree to give The Hangar the right and unrestricted permission to use photographs, or video taken in the coworking space, publish in whole or in part, individually or in conjunction with other photography and any printed or video material, for any purpose allowed by law for use in illustration, promotion, art, editorial, advertising and trade without restriction.
18. Member Benefits. The Hangar reserves the right to change pricing, benefits, and memberships at any time with reasonable notification. At the present time all memberships shall include but are not limited to: wired and/or wireless internet access, output device allowance, free coffee, a variety of work spaces, invitations to social events and training opportunities.

I acknowledge that I have read and understand the terms of this Agreement, and I agree to be bound by this Agreement and The Hangar policies regarding my membership in this coworking space.

Member Signature

Date