

MEMBERSHIP AGREEMENT

An INCUBATOR MEMBERSHIP AGREEMENT BETWEEN

City of Auburn, WA

(hereinafter referred to as the "CITY")

and

(hereinafter referred to as "MEMBER")

IN CONSIDERATION OF THE FOLLOWING PROVISIONS, the Parties agree:

ARTICLE 1: GRANT OF MEMBERSHIP

The CITY grants to the MEMBER a Membership for exclusive use and occupancy of communal office space located in the building identified municipally as 110 2nd Street SW Suite 145 (the "Building") to use and occupy in common with others, the common areas of the Premises, including without limiting the generality of the foregoing: the halls, stairways, corridors, washrooms, elevators and service areas.

ARTICLE 2: TERM OF MEMBERSHIP

This MEMBERSHIP is granted on a MONTH to MONTH basis and may be terminated at any time on thirty (30) days' advance written notice by either party.

ARTICLE 3: MEMBERSHIP DUES

- a) The MEMBER shall pay membership dues in advance each month in the amount of \$_____ commencing on the _____ **day of** _____, **20**____, and continuing on the **1st day** of each month thereafter during the term of this Membership. Memberships commencing on any day other than the 1st of the month shall be charged a per diem rate from the day of commencement unto the last day of that month. In addition to the membership dues, the MEMBER shall pay as an application fee the amount of **\$100.00** upon execution of the membership agreement.
- b) In the event that any membership dues are not paid in full by the end of the tenth (10th) day of each month, the MEMBER shall pay to the CITY, in addition to such payment, a "late fee" of ten dollars and 00/100 (\$10) per day beginning on the eleventh day of the month until such time as the total amount of membership dues and applicable late fees are paid unto the CITY in full. If membership dues and all applicable late fees are not received in full by the end of the twentieth (20th) day of the current month then the member shall be locked out of their membership dashboard and not permitted to use the Incubator facilities until such time as all outstanding dues and late fees have been remitted in full. The CITY further reserves the right to terminate MEMBER'S membership immediately.

ARTICLE 4: GROSS MEMBERSHIP

The parties acknowledge that it is the intention that the membership shall be a gross membership and that all usual rechargeable property related costs and expenses of the CITY associated with the Premises are included in the Membership dues payment from the MEMBER. Membership dues do not include any telecommunications charges, the fees for which will be separately determined.

ARTICLE 5: DAMAGE BY FIRE OR OTHER CAUSE

If the Premises or common areas are damaged by fire or other cause so as to render them unsuitable or prevent reasonable access to them, the CITY shall diligently repair or procure the repair of the damage; the payments pursuant to this agreement, shall abate in proportion to the area of the Premises rendered unusable because of the damage, from the date the damage occurs until it is repaired.

If the Premises are completely destroyed, the CITY may within 30 days after the damage has occurred notify the MEMBER of its intention to repair the Premises, and the CITY shall diligently repair or procure the repair of the Premises and the payments shall cease to accrue and be payable for the period from the date the Premises are destroyed until they are repaired.

If the Premises are completely destroyed and the CITY fails to notify the MEMBER of its intention to repair as stipulated herein, this Membership shall terminate and payments shall cease to accrue and be payable from the date the Premises are destroyed; and the MEMBER shall vacate the Premises.

ARTICLE 6: OBLIGATIONS OF MEMBER

MEMBER shall:

- a) pay the amounts set out in Article 3,
- b) not make alterations or additions to the Premises without obtaining the prior written approval of the CITY; such alterations or additions to be under the direction of the CITY and at the cost of the MEMBER,
- c) upon termination of this Membership, remove furnishings and other property of the MEMBER and leave the Premises in good repair as determined by the CITY. Any repairs required to restore the premises will be charged to the MEMBER after the work has been completed following their departure,
- d) use the Premises only for the purposes of corporate offices in accordance with the standards of the CITY,
- e) pay charges for excessive use of Utilities or other operating expenses.

ARTICLE 7: INTERRUPTION OF SERVICES

In no event shall the CITY be liable for any injury to the MEMBER, its employees, agents, or invitees, or to the Premises, or to any property of the MEMBER or anyone else or for any loss of profits or business interruption, or indirect or consequential damages, or for any other costs, losses or damages or whatsoever kind caused by or arising from any interruption or failure in the supply of any utility or services to the Premises.

ARTICLE 8: OBLIGATIONS OF THE CITY

The CITY shall:

- a) provide sufficient heating and/or air conditioning to maintain a temperature consistent with the CITY's usual standards,
- b) keep the common areas, outer walls and roof of the Building in proper structural repair and operation,
- c) keep the common areas in the Building clear and well lighted, employ competent contractors to keep the Building and Premises reasonably clean and dusted, keep the Building insured against loss or damage by fire, lightning and tempest.

ARTICLE 9: INDEMNITY

- a) To the extent allowed by law, the MEMBER shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or connected with anything done by the MEMBER, its employees, agents and invitees pursuant to this Membership, whether due to tort or breach of contract.
- b) It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties, and the provisions of this section shall survive the expiration or termination of this Agreement.

ARTICLE 10: ASSIGNMENT, SUBLETTING & WAIVER

- a) The parties hereto confirm that the MEMBER may not assign, sub-let or otherwise transfer this Membership agreement to a third party.
- b) The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

ARTICLE 11: INSURANCE

Throughout the term of the Membership, the MEMBER shall effect at its sole cost and expense: Insurance upon the MEMBER'S property normally located within the Premises, including stock in trade, inventory, furniture, fittings, improvements, and MEMBER'S fixtures in an amount equal to the full replacement cost thereof, against at least the perils of fire, sprinkler leakage, theft etc. as included in normal "all risks" coverage; and if requested, a copy of this insurance certificate to be lodged with the CITY. Liability insurance against claims for personal injury liability, death or property damage occurring upon, in or about the Premises, including personal liability, liability assumed by contract and MEMBER'S legal liability.

ARTICLE 12: REGULATIONS AND LAWS

At the MEMBER'S sole cost and expense it will comply promptly with all presently existing or hereafter enacted laws, orders, ordinances, rules, regulations and requirements and to keep in full force and effect all permits and memberships required by the CITY and all applicable Federal, State, and Municipal governments and their departments, agencies, commissions, boards and officers or any other body exercising similar jurisdiction over the Premises.

ARTICLE 13: NOTICE

Where in this Membership any notice is required or authorized to be given, that notice shall be in writing and may be sent by registered mail, by courier or delivered in person addressed:

CITY:	MEMBER:
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City of Auburn
Office of Economic Development
25 W Main Street
Auburn, WA 98001

The above address may be changed from time to time by written notice to the other party.

ARTICLE 14: AGREEMENT INTERPRETATION & CHOICE OF LAW

- a) All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply.
- b) Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.
- c) Each provision of this Agreement is intended to be severable, and if any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- d) This Agreement and the rights of the parties hereunder shall be governed by, and interpreted in accordance with, the laws of the State of Washington and venue for any action hereunder shall be in King County, Washington.

ARTICLE 15: ADDITIONAL AGREEMENTS

This Membership may be executed in conjunction with other agreements. In such cases where this Membership is contingent upon the execution of those agreements then copies of those executed agreements will form part of this Membership and be appended hereto as separate Schedules to this Membership. Satisfactory performance under this Membership will be subject to satisfactory performance under those agreements and vice versa.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS, WHEREOF the parties have executed this Membership at the City of Auburn, State of Washington this _____ day of _____, 20____.

MEMBER NAME

CITY OF AUBURN

Business Name: _____

Title: _____

Signature: _____

Date: _____

Signature: _____

Date: _____