



Grand Forks Growth Fund, a JDA

Staff Report

JDA - February 23, 2026

APPROVED

Agenda Item: The HIVE Membership Agreement

Submitted by: Andy Conlon, Economic Development Manager

Staff Recommended Action: Approve use of attached membership agreement, subject to final City Attorney review and approval.

February 23, 2026 – JDA Action: Motion by Berg, second by Fridolfs to approve staff recommendation, subject to final City Attorney review and approval. Motion carried unanimously.

BACKGROUND:

A summary of proposed operational updates was presented at the February 2 JDA meeting. These updates were supported and staff was authorized to develop a membership agreement that adequately reflected the requested changes and to bring it back to JDA when it was ready. City staff and the City Attorney have worked closely with GFHIVE Management over the past two weeks to develop the attached membership agreement. Key details will be presented by the City Attorney at the JDA meeting.

SUPPORTING MATERIALS:

- Membership Agreement with Attachment

Membership Agreement

This Membership Agreement (this “Agreement”) by and between GFHIVE Management, LLC, a Delaware limited liability Company (the “Manager”) (pursuant and subject to the terms and conditions under a separate agreement serving as agent for the Grand Forks Growth Fund, a jobs development authority under North Dakota law (“JDA”) established by the City of Grand Forks, North Dakota (the “City”)), and the individual or entity who executed the signature page to this Agreement, or on whose behalf it has been executed (hereinafter, referred to as “Member,” “Prime Member” or “Student Member”, as applicable, and as further described below and indicated on the signature page), is legally binding and outlines terms of membership in “The HIVE” (as defined below), as well as rules and features of the spaces available to members. Nothing in this Agreement provides or otherwise grants, creates or vests the Member with any legal or equitable title, leasehold interest, real property interest, or any other interest in or to the parcel of property at 375 Second Avenue North, Grand Forks, ND 58203 (referred to herein as the “Parcel” or “Property”), being commonly known as The HIVE, but rather provides the Member a revocable license for the uses and access selected by the Member and described herein, and in the addendum and schedules attached hereto. This Agreement and the Member’s uses and access are non-transferrable and non-assignable.

Section 1 – Definition/Member Information

Section 1.1 – Definitions

As used in this Agreement, the following terms shall have the following meanings:

“Member” or “Members” shall mean, when the context requires, collectively and/or individually, “Prime Member”, “Designated Prime Member,” “Associate Member” and/or “Student Member.” Each Member, whether a Prime Member, Designated Member, Associate Member or Student Member shall be bound by the terms, rules and conditions of this Agreement.

“Prime Member” shall refer to each of the following Members: (a) each Member that is an entity; (b) Designated Prime Member, and (c) an individual Member who is not a Designated Prime Member . Each Prime Member that is an entity must designate at least one (1) individual as a Designated Prime Member.

“Designated Prime Member” shall mean an individual designated by a Prime Member entity to be a Prime Member. A Designated Prime Member may be the party executing this Agreement on behalf of the designating Prime Member entity or any other individual designated by the Prime Member entity. A Designated Prime Member shall, for all purposes, be an agent and representative, and is acting on behalf of the designating Prime Member entity, and both the Designated Prime Member and the designating Prime Member entity shall be responsible for the acts or omissions for the Designated Prime Member. Further, any action taken by a Designated Prime Member shall, for all purposes, be deemed to be an action also taken by and is binding on the designating Prime Member, and likewise any action taken by the designating Prime Member shall, for all purposes, be deemed to be an action also taken by and is binding on the Designated Prime Member. Without limiting the foregoing, but by way of illustration, a non-renewal notice under Section 3.1(B) by a Designated Prime Member shall likewise be deemed to be a non-renewal notice by the designating Prime Member, and such a non-renewal notice by the designating Prime Member shall be deemed to be a non-renewal notice by the Designated Prime Member.

“Associate Member” shall mean an employee, agent or a party, who is not a Prime Member or a Student Member, designated by a Prime Member to be an Associate Member under the Prime Member’s membership. An Associate Member

shall for all purposes be an agent and representative, and is acting on behalf of the designating Prime Member and the Prime Member shall for all purposes be responsible for the acts and omissions of the Associate Member. Further, any non-contractual action taken by an Associate Member shall, for all purposes, be deemed to be an action also taken by and is binding on the Associate Member's designating Prime Member, and likewise any action taken by the Associate Member's designating Prime Member shall, for all purposes, be deemed to be an action also taken by and is binding on the Associate Member

"Student Member" shall mean an individual, who is not a Prime Member, Designated Prime Member or an Associate Member, and on the Start Date, and each renewal date of this Agreement, is a student at an institute of higher learning. (as described on the Membership Detail Form (as defined below)). On the Start Date and each automatic renewal date, the Student Member shall provide to the Manager a valid Student Identification from the institute of higher learning to document his/her eligibility to be a Student Member.

"The HIVE" shall mean, when the context requires, collectively and/or individually, the building and facility located at 375 Second Avenue North, Grand Forks, ND 58203 and the services, access and uses described herein.

Section 1.2 – Membership Information

The name and contact information of each Member, including each Prime Member (whether an entity or individual), Associate Member or Student Member is set forth attachment to the signature page, which attachment is incorporated herein by reference and made part hereof. Pursuant to Paragraph 3.12 (O) hereof, such information must be kept current and updated throughout the then applicable Commitment Term (as defined below).

Section 2 – Revocable License, Membership Type, Services and Rates

Section 2.1 – Revocable License

By executing this Agreement, the Member AGREES AND ACCEPTS THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE, REAL PROPERTY INTEREST OR OTHER INTEREST IN MEMBER'S FAVOR WITH RESPECT TO THE PREMISES OR PERSONALTY OF THE HIVE, but rather provides the Member a revocable license for the uses and access selected by the Member and described herein. Any and all of the Member's uses of the Premises as described herein are subject to the JDA's rights, titles and interests as the owner thereof and the Manager's management of the Premises, as agent for the JDA, and this Agreement provides a revocable license to the Member to share the use of the Premises on the terms and conditions set forth herein.

Section 2.2 – Membership Types, Services and Rates

The Member shall select one of the membership plans set forth on Addendum A attached hereto and made part hereof (the "Membership Detail Form"). The plans may include (i) the revocable license of a dedicated office or suite ("Dedicated Office Space" and/or fractional use of one or more offices for a period ("Fractional Office Space") whereby Member subscribes to a plan on an annual basis, that provides Member with the use of offices or suites and/or (ii) other service packages made up of some component of a temporary desk or meeting space. Each of the plans are more fully described on the attached Membership Detail Form. In addition to the plans, Member

may choose any or all of the additional services set forth on the Membership Detail Form, on an a la carte basis. The rate for each plan and each additional service is set forth on the Membership Detail Form or subject to being negotiated. All membership plans currently include building access between 7a.m. and 7p.m. central time, seven days per week, (“Stated Business Hours”), (subject to closures or revisions deemed necessary by Manager in its sole and absolute discretion), and those Services (as defined below) listed as included in all plans on the Membership Detail Form or in this Agreement, except as otherwise provided herein.

Section 3 - Terms & Conditions

Section 3.1 – Membership Term

A. This Agreement shall be effective when executed by the parties, (“Start Date”), provided that Manager shall have no obligation to provide Services to Member until the later of (a) the date all initial payment obligations have been received by Manager and cleared collections or (b) the Start Date. This Agreement shall thereafter continue (unless otherwise sooner terminated per the terms of this Agreement) for a period of 1 year (the “Commitment Term”), commencing on the Start Date or if the Start Date is not the 1st day of the month, then commencing from the first day of the of the month immediately following the Start Date. If the Start Date is not the 1st of any month, then for such partial month, the Member’s initial payment obligation will be the monthly obligation prorated for the remaining days in the month and the Member shall receive Services for such partial month upon payment of the Member’s pro-rated monthly obligation.

B. Unless there is a non-renewal notice by the Manager or Member, as described in this Section 3.1(B), this Agreement will renew automatically for successive one-year periods, each such renewal being a Commitment Term. Upon such renewal, the fees will be at the then prevailing market rate. If Member does not wish for an Agreement to automatically renew or continue, then Member shall provide the Manager prior notice through the Membership Portal (defined in Section 3.2 below) as follows: (i) for a Membership with a Dedicated Office Space and/or Fractional Office Space, no less than 3 months’ notice prior to the end of the month in which the Member wishes to terminate their Membership, and (ii) for all other Member’s, no less than 1 months’ notice prior to the end of the month in which the Member wishes to terminate their Membership. The Manager may elect not to renew an Agreement in its sole and absolute discretion, for any reason or no reason at all, and, if it chooses not to so renew, will inform the Member through email or the Member Portal in accordance with notice periods specified in this Section 3.1(B). Nothing in this Section 3.2(B) alters or limits the authority described herein for the Manager to terminate this Agreement prior to the end of any Commitment Term.

C. For any Member participating in the The HIVE Accelerator Program, all the provisions of Section 3.1(A) and 3.1(B) apply to their Membership in The Hive, provided, however, a Member participating in The Hive Accelerator Program shall be limited to a three (3) year maximum period for Dedicated Office Space and/or Fractional Office Space located within any part of The HIVE that was improved or modified with funds from the federal EDA grant.

Section 3.2 - Payment

Membership fee payments and dues are due on the first day of each month. The Manager reserves the right to charge a \$25 late fee if payment in full is not received by the 5th day of each month. Members must pay via the member portal payment site SpaceBring (<https://the-hive.spacebring.com/suite/organizations>) (the “Member Portal”). Cash or checks are not accepted, and no refunds will be issued. If any part of the invoice is disputed, Member must pay the amount not in dispute by the due date, or be subject to late fees. If a Member experiences technical difficulty submitting payment through the Member Portal, the Member must contact a member of the Manager’s on-site staff during normal business hours for assistance. Any dispute must be

in writing and submitted to Manager within 30 days of the due date indicated on the invoice. Manager will determine the validity of the dispute, in its reasonable discretion. If it is determined that any disputed fees are due, Member shall pay same within five (5) days of its receipt of notice so stating. Any payment that is declined for insufficient funds or other reasons shall result in a \$40.00 fee per occurrence.

Section 3.3- Building Access

Building access will be provided via a Digital Entry System (“Digital Key”) or other means of access that may be provided by the Manager. Each Member will have access to the building during Stated Business Hours. Members with Dedicated Office Space will have access 24/7. Members access will be limited to certain areas of controlled space and services, determined by the type of Membership selected and as determined by The HIVE staff and the Manager, in its sole and absolute discretion. The Digital Key is for Members. and except as stated by The HIVE Agreement (guests, invitees, etc.), shall not be given, lent, provided, assigned, furnished, otherwise made available to, or shared with any other party or any other agent, employee, or representative. Unauthorized sharing of the Digital Key by a Member is a violation of this Agreement and shall be grounds for immediate termination of the Member’s membership, this Agreement and any and all of the Member’s use, access and services, as described herein. The provided Digital Key shall only be utilized to access spaces, facilities, services, amenities, or activities that the Member is authorized to access. Utilizing a Digital Key to access spaces, facilities, services, amenities, or activities for which the Member is not authorized is a violation of this Member Agreement and shall be grounds for immediate termination of the Member’s membership, this Agreement, and any and all of the Member’s use, access and services, as described herein. Member shall not replicate, duplicate, or spoof any Digital Key and the Member shall not allow access to controlled spaces or services to any other party or any other agent, employee, or representative without prior written approval of the Manager. Manager, in its sole and absolute discretion, reserves the right to limit access to The HIVE.

Section 3.4 - Access to Print/Copy/Scan Services

Member will have access to the reasonable and customary use of The HIVE’s e-printer, copier, and scanner. Manager may at any time revoke access to such services and/or terminate the Member’s membership if in Manager’s sole and absolute discretion it determines the service is being used in an unreasonable or non-customary manner .

Section 3.5 – Internet Access

Manager will provide Member with access to the Member Wi-Fi. The service may not have a firewall, proxy server, or other preventative measures against outside intrusions. Member acknowledges that the standard internet access service is provided “as is.” Manager, the JDA and the City are not and cannot be held responsible for any security intrusions, damages, or faults that occur as a result of this service. Member may not use this service to publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information on or through The HIVE’s servers or bandwidth. Member may not upload any information, including images or photographs, or video/film, software, content, or other material protected by intellectual property laws, including, by way of example, but not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless Member owns or controls the rights thereto or has received all necessary consent to do so. Member may not download any files that Member knows or reasonably should know cannot be legally reproduced, displayed, performed, and/or distributed in such a

manner. Member may not use the service in any way to restrict or inhibit other Members from using and enjoying the Services. The Manager, the JDA and the City are not responsible for any data, business, or other losses that result from interruption to the internet service provided by The HIVE. Member is responsible for protecting its own computers and data from electrical surges, theft, viruses, other malicious attacks, or network interruptions. Manager may at any time revoke access to the Member Wi-Fi and/or terminate the Member's membership if in Manager's sole and absolute discretion it determines that the service is being used contrary to the terms of this Agreement or otherwise being used in an unreasonable or non-customary manner.

Section 3.6 - Access to Exclusive/Reserved Spaces

The HIVE has multiple spaces, including huddle rooms, conference rooms, classrooms, and the executive boardroom, available for Members to reserve for temporary exclusive use by Members (at the applicable rate for such spaces then in effect). All reservations for these spaces shall be made by Members utilizing the Member Portal and are on a first-come, first-served basis. Members who reserve any given space have use of the space during the reservation time frame. Upon expiration of the reservation time period, the Member shall promptly vacate the subject reserved space in good working order and in a clean and sanitary condition; the Member's failure to do so may, at the sole and absolute discretion of the Manager, result in the termination of the Member's membership, this Agreement and any and all of the Member's use, access and services, as described herein. Manager may, in its sole and absolute discretion and without notice, apply limitations to the number of hours and reservations the Member is allowed for such spaces or remove a room from service. Rates/fees charged for utilization of these spaces will be determined and modified, at any time, at the sole and absolute discretion of the Manager.

Section 3.7 - Mail Services

When and if applicable (at the applicable rate), and if such service is elected, Manager will act as an agent for Member in receiving mail from 9am to 5pm CT, Monday through Friday (excluding holidays) and also accept reasonably sized packages delivered to Member during that time. Depending upon plan or Services elected, Member may be required to complete and submit to Manager a USPS CMRA Form 1583 which will become part of this Agreement, and service will not commence prior to the completed forms being notarized, returned, and reviewed by Managers staff. Any violation of USPS laws, rules, and/or regulations by Member may result in immediate termination of Services by Manager. Manager will accept mail in Member's name, as detailed in this Agreement. Manager, the JDA and the City are not responsible for mail returned to sender for improper address. Member authorizes Manager to sign for mail and packages deliverable only upon signature and agrees to pick up mail and packages in a timely manner or storage fees may apply. The HIVE staff, Manager, the JDA and the City shall not be responsible for the actual delivery nor required to accept any mail or parcels and will have no liability with respect to any mail or delivery services.

Section 3.8 - Modification of Agreement/Services

The HIVE is meant to be a fast-changing and adaptable environment. To enable the Manager to respond to the unique needs of its Members and tenants, the Manager, in its sole and absolute discretion and at any time upon written notice to the Member, may modify any of the terms and conditions of this Agreement, including the rates and Services (as defined below) and/or any term or condition of the Member's uses of and access to The HIVE as described herein.

Section 3.9 – Termination/Default

Member is required to return all HIVE property in good working condition immediately upon termination of this Agreement. Either Manager or Member may terminate this Agreement in accordance with Paragraph 3.1 above. Notwithstanding the foregoing, the Manager further reserves the right to terminate Member's membership, this Agreement and any and all of the Member's use, access and services, as described herein, immediately and without notice, upon any breach or other violation of the terms of this Agreement by the Member (each a "Default). Without limiting the foregoing, Manager may, upon a Member Default, also choose any or all of the following additional remedies: accelerate all payments payable under this Agreement, take any action authorized by law to recover office space and Manager's property from Member (including, without limitation, any Dedicated Office Space and/or Fractional Office Space), demand additional security deposits, and/or seek any other available remedy against the Member. Notwithstanding a termination of this Agreement for a Default, the Member shall remain liable for all unpaid fees and services charges and shall not be entitled to any refund of any fees, services charges or any deposit. The remedies against a Member for a Member Default are cumulative.

Section 3.10 - Alterations

Member may not make additions, alterations, or otherwise modify the physical space within The HIVE, including the addition of any design elements or furniture, without prior consultation and written approval by the Manager and the JDA. The Member shall be liable and responsible to pay any and all costs, expenses and fees for the removal of additions, alterations or modifications and any restoration costs incurred by the Manager or JDA and/or damage to any part of the Parcel, personal property and/or The HIVE resulting from, related to or otherwise arising from any unauthorized or authorized additions, alterations or modification made by the Member.

Section 3.11- Administrative and Compliance Requirements

Civil Rights: The Member shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, orientation, religion, sex, age or physical or mental disability.

Environmental Compliance: The Member covenants and agrees that, throughout the term its use and occupancy of the Premises, the Member shall at all times be in strict compliance with all governmental regulations, be they federal, state or local, that relate to the use and storage of hazardous materials and substances, and the Member shall save and hold JDA, the Manager and the City free, harmless and indemnified from any penalty, fine, liability, cost or charge whatsoever which said parties may incur by reason of the Member's failure to comply with this Section 3.11. In addition, in the event that The HIVE or the Parcel or any part thereof is utilized for hazmat storage (which must be approved by Manager in writing prior to any storage), then Member will provide Manager with copies of all required governmental or other certificates and approvals related to the hazmat storage upon the execution of this Agreement, or at the time the storage service is contracted for by the Member.

Section 3.12 - Additional Terms, Conditions, and Rules of Conduct

Without in any way limiting any other term or condition of this Agreement, but in addition thereto, by executing this Agreement, the Member agrees to comply with the following terms, conditions, and rules of conduct.

A. Description of Services. The Manager, within The HIVE, provides access to a variety of physical, educational, business and social resources, including, without limitation, those based on the tiered membership selected by the Member and those additional services selected by the Member, per the Membership Detail Form (collectively referred to herein as the “Services”). The scope of Member’s access to Services is determined by both the type of membership plan chosen and any additional Services selected. The terms of Member’s access to these Services are governed by this Agreement. The Services listed on the Membership Detail Form may be available, subject to the membership type selected:

As stated in Section 3.8, Services are subject to modification at the sole and absolute discretion of the Manager.

B. Conduct. To function as a collaborative space, all Members of The HIVE must follow certain rules of conduct, but specifically include:

- I. **Sound levels.** While collaboration is encouraged, The HIVE is first and foremost a workplace. Members shall be respectful and keep noise to a minimum.
- II. **Phone calls.** Members shall maintain awareness and avoid distracting those nearby with phone conversations. Members should reserve closed door rooms for private calls.
- III. **Harassment.** Harassment (including sexual harassment) or other objectionable behavior is not tolerated. Should harassment or objectionable behavior be observed or brought to the attention of the Manager, the offending party will be removed from the space and, if said party is a Member or an employee, agent, representative, guest, or invitee of a Member, such conduct may result in termination of membership, this Agreement, and any and all of the Member’s use, access and services.
- IV. **Desk use.** Desks in the shared office workspace (“bullpen”) are for community use unless otherwise reserved. Members shall not leave personal property on desks while not in use.
- V. **Refrigerator.** The refrigerator is available for food and beverages. Removal and/or consumption of food items not belonging to the Member may result in the Manager terminating the Member’s membership, this Agreement, and any and all of the Member’s use, access and Services, as described herein. Food and containers left in the refrigerator for more than one week may be thrown out as part of the facility upkeep and maintenance. Members are requested to label items to avoid problems.
- VI. **Overnight use.** Sleeping overnight in The HIVE is not permitted and may result in the Manager terminating the Member’s membership, this Agreement, and any and all of the Member’s use, access and Services, as described herein.
- VII. **Heat & Air Conditioning.** The HIVE is temperature controlled by the Manager. Members may not make changes to the thermostat. Should there be an HVAC issue, the Member shall notify the Manager immediately.
- VIII. **Locks.** Building doors will automatically lock at preset times; no Member shall not prop open doors and doing so may result in the Manager terminating the Member’s membership, this Agreement, and any and all of the Member’s use, access and Services, as described herein. The security of all Members and their property is important. Members should notify Manager if the doors fail to lock or otherwise malfunction.
- IX. **Smoking, vaping or tobacco use** of any kind is prohibited within the building. Smoking is also prohibited within 20 feet of entrances, exits, operable windows, air intakes, etc. per North Dakota Century Code.

C. No Unlawful or Prohibited Use. Member agrees not to use any part of The HIVE or any Services for any purpose that is unlawful or prohibited by law, or by the terms of this Agreement. The Member, without limiting any of the provisions of this Agreement, or of the other addendums or schedules attached hereto,

but in addition thereto, shall abide by the prohibitions on use, behavior and conduct set forth on Schedule II, attached hereto and made part hereof.

- D. Complaints.** Member should report any complaints to the Manager. The Manager will attempt to resolve reasonable complaints in a timely fashion. The Member agrees to promptly inform the Manager of any accidents, incidents, or suspicious activity Member observes or becomes aware of so that they may be addressed.
- E. Release of Information.** The Manager reserves the right at all times to disclose any information regarding Member and/or Member's participation in and use of the Services as the Manager deems necessary to: (i) satisfy any applicable law, regulation, legal process or governmental request, and (ii) comply with the requests of our vendors or business partners in providing the Services to Member.
- F. Confidentiality.**
 - I. The Member acknowledges and agrees that the Member may be exposed to confidential information during participation in and use of the Services and/or The HIVE. "Confidential information" shall mean all information, in whole or in part, which is disclosed by another Member, the Manager, 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, knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of another Member, the Manager, JDA or the City, any analyses, studies, compilations, or other documents prepared by another Member, the Manager, JDA or the City or otherwise derived in any manner from the confidential information and any information that Member is obligated to keep confidential or know or has reason to know should be treated as confidential.
 - II. Member's participation in and/or use of the Services and The HIVE obligates Member to
 - 1. Maintain all confidential information in strict confidence;
 - 2. Not disclose confidential information to any third parties;
 - 3. Not utilize confidential information in any way directly or indirectly detrimental to The HIVE, or any participant or user of the Services.
 - III. All confidential information remains the sole and exclusive property of the Member, Manager, JDA or the City, as the case may be, or the respective disclosing party. Member acknowledges and agrees that nothing in this Agreement, The HIVE Rules, or Member's participation or use of the Services will be construed as granting any rights to Member, by license or otherwise, in or to any confidential information or any patent, copyright or other intellectual property or proprietary rights of another Member, The HIVE, or any participant or user of the Services.
- G. Participation In or Use of Services.** Member acknowledges and agrees that entering into this Agreement, and participating in or use Services and The HIVE, is strictly voluntary, of Member's own free will and decision. Member acknowledges Member has relied solely upon the Member's own judgment, belief and knowledge, and the advice and recommendation of the Member's own independently selected legal counsel concerning

the nature and extent of and any rights arising under this Agreement, and Member has not been influenced to any extent whatsoever in executing this Agreement by any representations or statements not expressly contained or referred to herein.

- H. Responsible for Employees/Guests – Employees and Guests bound by Agreement.** The Member shall be responsible and liable for the acts, omissions, behavior and conduct, and any associated costs, damages or other consequences, without limitation, of all the Member’s employees, Associate Members, representatives, agents, guests and invitees (collectively, the “Member’s Invitees”) at The HIVE, whether or not said party is a signatory to this Agreement. All such parties shall be deemed acting as the agent of the Prime Member and, as applicable, the Associate Member or Student Member and are bound by all the terms and conditions of this Agreement.
- I. Dedicated Office Space and Fractional Office Space.** Without in any way limiting any other term or condition of this Agreement, but in addition thereto, all Members who enter into a Dedicated Office plan or Fractional Office Space plan are bound by the terms and conditions and rules of conduct set forth on Addendum B attached hereto and made part hereof.
- J. DISCLAIMER OF WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MANAGER PROVIDES SERVICES AT THE HIVE “AS IS” AND WITH ALL FAULTS, AND THE MANGER HEREBY DISCLAIMS AND EXCLUDES WITH RESPECT TO THE SERVICES AND THE HIVE ANY AND 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 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 BENEFIT ARISING OUT OF PARTICIPATION IN OR THE USE OF THE SERVICES, REMAINS WITH THE MEMBER.
- K. LIMIT OF LIABILITY/EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MANAGER, JDA, THE CITY, OR THEIR RESPECTIVE 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 MEMBER’S PARTICIPATION IN OR INABILITY TO PARTICIPATE IN OR USE OF THE SERVICES OR THE HIVE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR OTHER 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 JDA OR THE MANAGER OR THE CITY AND EVEN IF THE MANAGER, JDA OR THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING BUT IN ADDITION THERETO, THE MEMBER ACKNOWLEDGES AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW, THE MEMBER HAS AND WILL ASSUME ALL RISK OF LOSS AND LIABILITY RELATING TO OR IN MANNER ARISING FROM THE MEMBER’S ACCESS, PARTICIPATION IN, OR USE OF THE SERVICES OR THE HIVE, (INCLUDING BUT NOT LIMITED TO ANY LOSS OF INFORMATION RESULTING FROM

SUCH PARTICIPATION OR USE).

- L. Indemnification.** Member agrees to and shall indemnify, defend and hold harmless each of the Manager, JDA and the City, its respective affiliates, divisions, and their past, present, and future officers, agents, shareholders, members, directors, representatives, employees, successors, and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines, and penalties, including attorneys' fees and court costs, based upon or arising out of the actions, omissions, errors, negligence, willful misconduct and/or fraud of the Member and/or the Member's Invitees arising from or in way related to the Member's participation in, access to, or use of the Services and/or The HIVE.
- M. Severability.** In the event that any provision or portion of the Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of the Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.
- N. Insurance.** Manager and/or JDA will carry the necessary insurance for its own property and not for any property owned by Member, the Member's employees, representatives, agents, guests or invitees, or any other party. All Members are advised to obtain their own insurance for their property. Additionally, each Member who enters into a Dedicated Office Space plan or Fractional Office Space plan is required to obtain and maintain at Member's sole expense, at all times during the Commitment Term, insurance, in amounts, of the kind and per the requirements set forth on Schedule I₂ attached hereto and made part hereof. Member who are required to carry insurance shall provide proof of insurance upon request and, per the requirements of said Schedule I₂ prior to occupying any Dedicated Office Space or Fractional Office Space.
- O. Contact Information:** It is Member's responsibility to keep the information and key contact information The HIVE uses to communicate with Member up to date through the Member Portal. This includes but is not limited to email addresses, phone numbers, company address, tax and registration details as locally applicable. Your contact and address details must be a legitimate business address or residential address of the primary contact; it may not be The HIVE's address.
- P. Service Retainer/Deposit:** The retainer/deposit, as applicable, set forth on the Member Detail Form, will be held by Manager without generating interest as security for performance of all Member's obligations under an Agreement. All requests for the return of the deposit must be made through the Member Portal, after which the service retainer/deposit or any balance will be processed within 30 days to Member. Once this Agreement has terminated and Member's account settled, Manager will deduct any outstanding fees and other costs due to it before returning the balance to the applicable member party. Member shall be obligated to pay an increased retainer/deposit if (i) the monthly fees increase upon renewal, (ii) outstanding fees exceed the service retainer/deposit held and/or (iii) Member frequently fails to pay invoices when due.
- Q. Assignment.** The Member's membership interest, this Agreement, the Member's use and access to The HIVE or any of Member's rights under this Agreement shall not be assigned by the Member, nor may any Member cause its obligations hereunder to be assumed by a third-party, without the prior written consent of the Manager. Any assignment or assumption without such consent, shall be *void ab initio*. Manager may at any time, assign this Agreement in its sole and absolute discretion.
- R. Attorneys' Fees and Court Costs.** In addition to Manger's other rights and remedies set forth herein for a Member's Default, in the event the Manager is required to enforce the Agreement against a Member due

to a Member's (or any of Member's Invitees') breach or failure to comply with any of the terms and conditions of this Agreement, the Manager will be entitled to recover all costs and expenses incurred by Manager related to such enforcement, including without limitation, attorneys' fees and legal costs (whether or not the matter involves litigation) and court costs.

- S. Governing Law.** The Parties agree that the laws of North Dakota govern this Agreement and that the exclusive jurisdiction and venue for all purposes under this Agreement shall be Grand Forks County in the State of North Dakota. Nothing herein alters the obligations of JDA or the City under North Dakota open records law and to the extent any provision of this Agreement conflicts with obligations of the JDA or the City under North Dakota open record laws, the provisions of the North Dakota open records law shall prevail.

- T. Authorization.** Member hereby represents and warrants that they have all requisite legal power and authority to enter into and abide by the terms and conditions of these rules and no further authorization or approval is necessary. Member further represents and warrants that their 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 Member is a party.

- U. Addenda/Schedules.** Any reference to a schedule or an addendum in this Agreement shall mean such document and all information contained on the document is incorporated into this Agreement as if fully set forth herein.

- V. Authorized Representative.** The staff of Manager at The HIVE, as may be designated, are to administer this Agreement and the Services, and shall be reasonably available to the Member, and will have the authority to issue instructions and other communications on behalf of the Manager.

[Signature Page Follow]

Prime Member (Entity):

I, Member, hereby acknowledge that I have read and understood all of the terms and conditions contained in this Agreement and agree to be legally bound to and shall comply with all the terms and conditions contained herein.

[Entity]

By _____ Dated: _____
Name:
Title:

Designated Prime Member:

The undersigned, hereby acknowledges that I have read and understood all the terms and conditions contained in this Agreement and agree to be legally bound to and shall comply with the terms and conditions contained herein.

By: _____ Dated: _____
Name:
Insert name of designating Prime Member: _____

Associate Member:

The undersigned, hereby acknowledges that I have read and understood all the terms and conditions contained in this Agreement and agree to be legally bound to and shall comply with the terms and conditions contained herein.

By: _____ Dated: _____
Name:
Insert name of designating Prime Member: _____

Individual Prime Member:

The undersigned, hereby acknowledges that I have read and understood all the terms and conditions contained in this Agreement and agree to be legally bound to and shall comply with the terms and conditions contained herein.

By: _____ Dated: _____
Name:
Title (if a designated Prime Member):

Student Member:

The undersigned, being the Student Member hereby acknowledges that I have read and understood all the terms and conditions contained in this Agreement and agree to be legally bound to and shall comply with the terms and conditions

contained herein

By: _____ Dated: _____
Name:

Manager:

As a representative of Manager, I hereby agree to provide Member the Services described in this Agreement according to the terms and conditions contained herein.

Staff Signature: _____ Date: _____
Name:
Title:

A. Prime Member (entity)	B. Prime Member (individual)
Member Entity Name: Officer's Name (should be signatory): Prime Member Namer (if different than signatory): Associate Member Name: Associate Member Name: Associate Member Name: Associate Member Name:	Prime Member Name: Associate Member: Associate Member: Associate Member: Associate Member: Associate Member:
Permanent Entity Address:	Prime Member Permanent Address:
Officer's Email Address:	
Associate Member/Employee Phone Number::	Member's Phone Number:
Associate/Member Employee Phone and Email Address:	Member's Email Address:
	Associate Member Phone Number and Email Address:

ADDENDUM A

MEMBERSHIP DETAIL FORM

ATTACHED

ADDENDUM B

ADDITIONAL TERMS AND CONDITIONS FOR MEMBERS WITH DEDICATED SPACE OR FRACTION SPACE

Without limiting, superseding or altering the terms or conditions of the Membership Agreement, the following additional terms and provisions apply to all Members who elect to have Manager provide them with a license for the use of a Dedicated Office Space and/or Fractional Office Space (Space Plan Member”).

1. Space Plan Member : The monthly fee for Members who have contracted for the specific use of a uniquely identified office or office suite includes: a) dedicated use of a desk or office space, b) access to shared center amenities, c) janitorial maintenance, building operating expenses, d) utilities, heating and air conditioning during normal business hours, and e) other Services listed in the Membership Agreement.
2. Payment: If Member is more than five (5) calendar days past due, Manager shall have the right to declare Member in default. The late fee set forth in the Membership Agreement shall also apply and Manager may without further notice terminate all services provided under the Membership Agreement, including, for the avoidance of doubt, denying Member access to the Premises and/ or Dedicated Space.
3. Renewal Escalations for Space Plan Member: In the event of any automatic renewal, Manager reserves the right to raise the fee 10% above the current rate, without notice, to adjust for changes in the market value of Member’s Dedicated Space.
4. Termination/Downgrade: Manager or Member may terminate, or downgrade space and Services provided for under the Membership Agreement, at the end of the initial or subsequent terms or within the time specified in the Membership Agreement.
5. Holding Over: Notwithstanding the foregoing, or anything to the contrary contained herein or in the Membership Agreement, Manager may terminate the Member’s membership, the Membership Agreement, and any and all of the Member’s use, access and Services if Member “Holds Over” without written permission from Manager. Therefore, If Member does not surrender use of the Dedicated Space(s) promptly upon termination of the Membership Agreement, it shall be a material Default by Member and Member shall pay Manager for each day of such hold over one-fifteenth (1/15th) of the amount of the monthly plan fee, plus all costs, expenses and damages sustained by Manager as a result of such possession; additionally, Member will continue to be bound by all the other terms and conditions of the Management Agreement. The foregoing is addition to all the other rights and remedies that Manager may have for a Member Default under the Membership Agreement and in law and in equity.
6. Member’s Personal Property: Upon vacating the Premises and the Dedicated Space, Member must remove all personal property. Any personal property remaining on the Premises will be disposed of and costs of dispossession will be charged to Member. If dispossession includes the sale of said property, Manager has no obligation to the Member for any of the proceeds of the sale.
7. Return Fees: Upon termination of the Membership Agreement, Member will return the Dedicated Space(s) and furniture in as good a condition as when Member commenced use, normal wear and tear excepted. Member agrees to vacate the Premises promptly and to leave the Dedicated Space in at least “broom clean” condition. Member will

be invoiced for the cost of painting, repairs, and cleanup if required at the then prevailing rate for the required services plus a 10% service fee.

8. Deposits: Member agrees to deposit with Manager funds equivalent to the first and last full month's Monthly Fee, to Manager for advances made on Member's behalf for: a) all of its obligations, including: services and fees, b) as security for full performance by Member of the terms set forth in the Membership Agreement, c) for the repair or correction of damage to Member's office, furnishings, and/or equipment beyond normal wear and tear. Subject to Manager's rights under the preceding paragraph and the Membership Agreement, the entire deposit, or any balance thereof after final Return Fees and outstanding balances are assessed are deducted, shall be returned to Member pursuant to the Membership Agreement after Member has terminated this Agreement, and, if applicable, completely vacated the Premises and surrendered all keys.
9. Access: If for any reason Manager cannot provide access by the commencement date stated above, The HIVE and Manager shall not be liable for any damages, but rent shall not accrue until occupancy can be provided.
10. Damages to Premises: Member agrees not to damage, deface or alter the Demised Space, including, without limitation, furniture, furnishings, walls, ceilings, floors, or equipment or otherwise improperly use said space. If Manager is forced to make repairs due to the use of the Demised Space by Member or its guests, Member will reimburse Manager for all costs associated with the repair.
11. Relocation of-Space Plan Member: Member agree that upon 30 days' written notice Manager may require that Member relocate to another office/desk space within the Premises. Manager will make space available of approximate equal size (or larger) and of similar configuration for the remainder of the term at a rate no greater than Member's current monthly fees for the same number of users.
12. Insurance: Member understands that Manager does not provide any insurance for Member's benefit. Member shall insure, at its own expense, its personal property from all perils and assumes all risk of loss with respect to its property and that of its employees, Associate Members, agents, guests and invitees. In addition, all Space Plan Members must (a) obtain and maintain throughout the Commitment Term, the insurance, in the amounts, of the kind and per the requirements set forth on Schedule I attached to the Membership Agreement, which Schedule is incorporated herein and made part hereof; (b) provide proof of such insurance as required by said Schedule, and (c) have the policies endorse as required by said Schedule.
13. Right of Entry: Manager shall have the right to enter Member's Dedicated Space(s) in the following circumstances: a) in the case of emergency, b) upon reasonable advanced notice to Member for cleaning, to make repairs or to exhibit the office(s) to potential Members, and c) to supply services requested by Member.
14. Assignment: Member's interest under this Agreement may not be encumbered or assigned, in whole or in part, either by act of Member or by operation of law without the express written consent of Manager. In the absence of written consent, any purported encumbrance, assignment or sublease by Member shall not be binding upon Manager and shall be *void ab initio*.

15. License: Subject to the terms and conditions hereof and of the Membership Agreement, the Member has a non-transferable, revocable license to occupy the Dedicated Space or Fraction Office Space, as the case may be ("License") during the term of the Membership Agreement, and Member accepts such revocable License. The Member's License to use Dedicated Space or Fraction Office Space, as the case may be, is subject to the JDA's rights, titles and interests as the owner thereof and the Manager's management of the Premises, as agent for the JDA. Members accept the Management Agreement creates no tenancy interest, leasehold estate, or any other property interest in Member's favor with respect to the Premises or the Dedicated Office Space and/or Fractional Office Space. The Member is being provided a revocable license for the right to share with Manager and other Members the use of the Premises on these terms and conditions set forth in the Membership Agreement and herein, so that Manager can provide the services to Member.

All terms not otherwise defined herein shall have the same meanings given to them in the Membership Agreement.

Member Entity:

I, Member, hereby acknowledge that I have read and understood all of the terms and conditions contained in this Addendum and agree to be legally bound to and shall comply with all the terms and conditions contained herein.

[Entity]

By _____ Dated: _____

Name:

Title:

Prime Member or Representative, Agent, or Assign.: The undersigned, being Prime Member or Representative, Agent, or Assign. hereby acknowledges that I have read and understood all the terms and conditions contained in this Addendum and agree to be legally bound to and shall comply with the terms and conditions contained herein to the same extent as the Member.

By: _____ Dated: _____

Name:

Title:

Individual Member:

The undersigned, being the Member hereby acknowledges that I have read and understood all the terms and conditions contained in this Addendum and agree to be legally bound to and shall comply with the terms and conditions contained herein

By: _____ Dated: _____

Name:

Manager:

By: _____ Date: _____

Name:

Title:

SCHEDULE I

INSURANCE REQUIREMENTS

Any Member with Dedicated Office Space and/or Fractional Office Space will obtain and keep in force so long as this Agreement remains in effect, at its own cost and expense, the following:

(a) Commercial general liability insurance, including contractual liability coverage, on an occurrence form, with minimum limits of coverage of: (i) \$2,000,000 general aggregate, (ii) \$1,000,000 each occurrence, (iii) \$1,000,000 bodily injury and property damage each occurrence, (iv) \$1,000,000 personal injury and advertising injury, each occurrence, (v) \$2,000,000 products and completed operations aggregate, and (vi) \$1,000,000 fire legal liability;

(b) Workers' compensation insurance for not less than the following limits, or greater if required by law: (i) State: Statutory (ii) Applicable Federal: Statutory (iii) Employer's liability at \$1,000,000 each accident, \$1,000,000 disease, policy limit, and \$1,000,000 disease, each employee.

(c) Property Insurance, you acknowledge general liability insurance does not generally protect you against loss or damage to your personal property or belongings—only a property insurance policy does this. It also does not generally protect you from losses caused by flooding. Flood insurance is different than general property insurance. Any property or flood insurance is the responsibility of the Member for all such casualties in Dedicated Office Space and/or Fractional Office Space.

(d) All insurance shall be written with insurance companies with a rating from A&M Best and Company no lower than A-VII or foreign equivalents. All liability insurance shall contain a severability of interest clause. All insurance policies shall provide that: (1) no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt of notice of such cancellation, reduction, or change by the Company, (2) any losses shall be payable notwithstanding any act or failure to act or negligence of any Person (including but not limited to Member, Manager, JDA and/or the City and (3) the insurer shall have no right of subrogation against Manager (and its affiliates), JDA, and the City. Member agrees to provide Manager with certificates evidencing such insurance, including the additional insured endorsement no later than 10 days prior to the commencement of any occupying any Dedicated Office Space and/or Fractional Office Space. Member understands and agrees that the minimum limits of the insurance required may become inadequate during the term of this Agreement, and further agrees that the Manager may raise such minimum requirements to then current industry standards

Such insurance policies shall name Manager, and JDA as "additional insured".

All terms not otherwise defined herein shall have the same meanings given to them in the Membership Agreement.

SCHEDULE II

ADDITIONAL PROHIBITIONS ON USE, BEHAVIOR AND CONDUCT AT THE HIVE

The Member shall not, without limitation:

1. Perform or facilitate any activity or behavior that is reasonably likely to be disruptive or dangerous to The HIVE and others at The HIVE;
2. Use any part of the Services or The HIVE to conduct, facilitate, or pursue any illegal activity or any activity that is generally regarded as offensive;
3. Without limiting the provisions of Section 3.8 of the Membership Agreement, but in addition thereto, attach or affix any items to the walls or make any other alterations to the premises, or install locks, antennas or telecommunication lines or devices, or bring additional furniture into any part of The HIVE without prior written consent from the Manager;
4. Take, copy or use any information or intellectual property belonging to another Member or user, staff, invitee or guest, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same. This provision shall survive termination of the Membership Agreement;
5. Take, copy or use for any purpose the name "The HIVE" or any related business names, naming rights (including naming rights of The HIVE), trademarks, service marks, logos, or other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of The HIVE, without prior written consent. This provision shall survive termination of the Membership Agreement;
6. Use any part of the Services or The HIVE in a retail, medical, or other nature involving frequent visits by members of the public;
7. Without limiting the provisions of Section 3.3 of the Membership Agreement, but in addition thereto, prohibit the making of copies of any Digital Key (or other entry method) or lending, sharing or transferring any Digital Key (or other entry method) with a third party, unless authorized in advance by the Manager;
8. Attempt or gain unauthorized access to any Services, accounts, computer systems or networks connected to any HIVE server or to any of the Services or obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services;
9. Allow any guest or invitee to enter The HIVE without complying with any visitor policies set by the Manager, whether in currently in force or set hereafter, which policies, without limitation, prohibit users from utilizing any of the Services without the consent of the staff at The HIVE (which visitor policies may be modified at any time at the sole and absolute discretion of the Manager);

10. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise) or to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

11. Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information on or through the Services;

12. 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 or 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;

13. Upload files that contain viruses, spyware, malware, trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software programs that may damage the operation of another's computer or property of another;

14. Download any file(s) that Member knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;

15. Restrict, inhibit or interfere with any other user from using and enjoying the Services;

16. Harvest or otherwise collect information about others, including email addresses, without authorization or consent of the disclosing party;

17. Violate any rule, provision or clause of the Membership Agreement; or

18. Violate any applicable law or regulation.

All terms not otherwise defined herein shall have the same meanings given to them in the Membership Agreement to which this is schedule is attached.

Hive Membership Structure

<u>Membership</u>	<u>Footnote</u>		<u>Notes</u>
Primary Member	a	\$250/Month	<input type="checkbox"/>
Associate Member	a, f	\$200/Month	<input type="checkbox"/>
Student Member	a, h	\$50/Month	<input type="checkbox"/>

_____ # of Associate Members

Additional Membership Service Options

Dedicated Office Space	a, b, g	Negotiated/Month	<input type="checkbox"/>
Fractional Office Space - 5 days/Month	c, g	Negotiated/Month	<input type="checkbox"/>
Fractional Office Space - 10 days/Month	c, g	Negotiated/Month	<input type="checkbox"/>
Unlimited Use of All Conference Rooms	i	\$300/Month	
Premium Power Use	l	Negotiated on Use Case	<input type="checkbox"/>
Business Address	e, j	\$35/Month	<input type="checkbox"/>

A la Carte Membership Services

Executive Board Room	d	\$200/Day or \$100/3 Hours	<input type="checkbox"/>
O'Leary Conference Room	d	\$100/Day or \$50/3 Hours	<input type="checkbox"/>
Large Classroom	d	\$200/Day or \$100/3 Hours	<input type="checkbox"/>
Small Classroom	d	\$100/Day or \$50/3 Hours	<input type="checkbox"/>
Community Room	d	\$300/Day or \$200/3 Hours	<input type="checkbox"/>
Marketing - Video/FSDU/Posters		Negotiated/Month	<input type="checkbox"/>
Concierge Services		Negotiated/Occurrence	<input type="checkbox"/>
Server Rack Use	d	Negotiated/Month	<input type="checkbox"/>
Storage	d	Negotiated/Month	<input type="checkbox"/>
Hazardous Material Storage (inc. Batteries)	d	Negotiated/Month	<input type="checkbox"/>
Exclusive Use of Areas of the Hive for Events	d	Negotiated on a per Use Basis	<input type="checkbox"/>

Included Service with all Memberships

Unlimited Use of the Printer/Copier/Scanner	k
Unlimited Use of High Speed Internet/Wi-Fi	k
Unlimited Guest Access	k
Stinger Support (Hive Staff)	k
Basic Utilities (Electric, water, etc.)	k
Mobile App for Reservations/Payments/Communication	

Membership Footnotes

- a All Memberships come with Hive Access 7am to 7pm, Monday through Friday except for Memberships that include Dedicated or Fractional space which include 24/7 access.
 - b Dedicated Office Space affords 24/7 access to the Hive and its facilities.
 - c Fractional Office Space is currently limited and offered on a space available basis. Fractional Office Space can be reserved up to 6 months in advance on a first come first serve basis. It will be up to the Hive Manager, in its sole and absolute discretion, to allocate offices. Every effort will be made to try to accommodate all Members with Temporary Space based on their requests, however there can be no guarantees. The Fractional Office Space is offered on a use or lose monthly basis.
 - d On a space available basis.
 - e The Hive may not be used as the business's statutory place of business.
 - f Attachment: Name, Address, Phone Number and relationship to the Member (i.e. employee, consultant, etc.)
 - g Member will carry insurance under the terms of the Membership Agreement
 - h Student Members will be required to provide a Valid Student ID. This Membership category is available to all Students regardless of the capacity or relationship to another Member.
 - i Unlimited Use of Conference Rooms is subject to reasonable and customary use as determined by the Manager in its sole and absolute discretion.
 - j Use of the Hive as a Business Address is included with any Members subscription to Dedicated Office Space and/or Fractional Office Space.
 - k Unlimited Use of this Service is subject to reasonable and customary use as determined by the Manager in its sole and absolute discretion.
 - l Power Consumption greater than reasonable and customary for a user based on subscribed Services as determined by the Manager in its sole and absolute discretion.
- *** Nothing herein limits the Manager from changing terms of service, fees and amenities as needed determined by the Manager in its sole and absolute discretion.