

Elevate CCIC, Inc. Terms and Conditions

By signing up for a membership at Elevate CCIC, Inc., you agree to all or some of the following depending on your membership.

Includes All memberships/ Large and Small office space, Elevate Lake Land College Initiative, and the Accelerator program.

The mission of Elevate is to assist companies to start, grow, prosper, and develop within Coles County, yielding jobs, and economic development for the region.

Eligibility Requirements

Before admission into Elevate, a company or person must either be a start-up or expanding enterprise with a product or service that fits the mission and matches programmatic strengths found at Elevate or be a similar expanding business venture.

The following requirements must also be met before admission to the Elevate program:

1. Certify that no legal claims or lawsuits are pending against the business at the time of this application that would impair the ability of the business to operate and shall disclose all pending claims or lawsuits.
2. Submit a written business summary or business canvas model if applicable.
3. Attend a personal interview session with management if applying for the accelerator program and/or Elevate LLC initiative.
4. Complete an application form – attached.
5. Agree to utilize to the best of their ability the assistance from the technical assistance program and its network of service providers, as outlined below.

Upon Admission to Incubator, you agree to:

1. Attend monthly or quarterly meetings with Elevate Management personnel to review milestones, evaluate progress, and explore options for business development depending on the program.
2. Submit a Performance report to Elevate Management no later than 30 days prior to one year of occupancy. Lease renewal may be contingent upon adequate progress toward milestones, as reported in the Performance report.
3. Attend periodic group events arranged by Elevate Management and generally take advantage of opportunities to network with service providers and other tenants.
4. Limit the number of offices it holds at any one time to a maximum of two if needed.

Support Services and Resources Policy

Membership at Cross County Innovation Center (ELEVATE)

A. What is ELEVATE

ELEVATE is a not-for-profit organization with a mission endeavoring to promote new and innovative approaches to solving problems in the greater Coles County area. ELEVATE fulfills its mission through collaborative, shared resources,

education programs, mentoring, and assisting both for-profit and social entrepreneurs in developing and growing their ventures. B. Depending on the membership plan, members may receive the following:

- Wireless access to a broadband connection to the internet
- Access to conference rooms, lounge, and kitchen
- Access to common area space during operating hours
- Access to a locker and mailbox Address
- Free access to education programs and resources such as a lawyer, banker, and an accountant on a limited basis.

C. Membership Dues

1. Upon execution of the Membership Agreement, the first month's Membership dues (hereinafter referred to as "Membership Dues") are due and shall be paid to ELEVATE.
2. All Membership Dues, thereafter, are due on the first business day of each month.
3. ELEVATE reserves the right to charge late fees, withhold services, and/or terminate membership if Membership Dues are not received on time.

D. Economic Impact Data Requirement

1. ELEVATE will require the primary contact member of each resident of ELEVATE to complete a quarterly economic impact survey. This information is important for ELEVATE sustainability. The member's information will be anonymous.
2. ELEVATE member alumni must stay in touch with ELEVATE management and share ELEVATE alumni member successes. After the member graduates out of ELEVATE, ELEVATE will be asking the member to complete periodic economic surveys. The success of previous ELEVATE members and their willingness to share data after transitioning out of ELEVATE will allow ELEVATE to serve new members and entrepreneurs better.

E. Other Policies and Procedures.

- Elevate may hereafter establish or amend additional Policies and Procedures, and upon notice to participants, participants must make a good faith effort to comply with all such policies and procedures.

LEASE AGREEMENT for office Space/ Business participating in the mentorship program

This Lease Agreement (this "Lease") is executed as of this date by the User and between

ELEVATE CCIC, Inc. ("LESSOR")

LESSOR and CLIENT agree as follows:

1. Description of CLIENT Space. LESSOR hereby leases to CLIENT an office as further specified in Description of CLIENT Space attached to this Lease ("CLIENT Space") in the Facility located at the Elevate Cross-County Innovation Center (the "Facility").
2. Use of CLIENT Space. CLIENT Space shall be used solely as an office specified in Attachment A of this Lease Agreement. LESSOR may relocate the CLIENT to comparable space within the Facility at LESSOR's sole discretion, with thirty (30) day's written notice. CLIENT will have full access to and use of CLIENT Space, and the right to use and access all common areas within the Facility on an "as available" basis, subject to LESSOR's Building Rules and Regulations, as amended or modified from time to time, which are incorporated by reference into this Lease. CLIENT hereby acknowledges receipt of the

current Building Rules and Regulations. LESSOR shall provide to CLIENT written notice of any amendments or modifications to the Building Rules and Regulations, which shall be effective with respect to the CLIENT after such notice has been given. CLIENT will not have access to any other areas within the Facility, including but not limited to the space of other LESSEE'S and LESSOR's executive offices.

3. Term. CLIENT agrees to lease CLIENT Space for an initial term (the "Initial Term") of One (1) months, beginning of this date (the "Commencement Date") and will Auto-Renew in 1 year unless given notice of termination. This Lease may be renewed for subsequent terms of one (1) to twelve (12) months (each a "Renewal Term") on such terms as are mutually agreed to by the parties. The Term of this Lease, including the Initial Term and any Renewal Term(s), is referred to in this Lease as the "Term."

4. Rent.

- a. Base Rent. CLIENT shall pay to LESSOR a rental rate of the agreed-upon fee, and acknowledging rent is set at a base fee of \$150 for a small office and \$ 250 for a large office. A large office is anything 100 sq. Ft. and over, and a small office is anything below 100 Sq. Ft. per month for the Initial Term, in monthly installments (the "Base Rent"). Such monthly Base Rent payments are payable in advance and shall be made on or before the first day of each month.
- b. Late Payment. If the CLIENT fails to pay the Base Rent by the first (1st) day of the month for which such Base Rent or Additional Rent is due, the CLIENT shall pay a late payment fee of ten percent (10%) of the total amount due.

5. Additional Services. In consideration of the CLIENT's payment of the Additional Rent and subject to Section 4(b) above, LESSOR will provide the following services to the CLIENT:

- a. Centralized Office Services. LESSOR shall provide access to common areas, including scheduled access to conference rooms; access to shared restrooms and kitchen facilities; a centralized mailroom, including a mailbox for CLIENT; access to centralized copying and equipment; LESSOR's standard internet access. The CLIENT is responsible for the cost of any additional office services required by the CLIENT.
- b. Utilities and Other Building Services. LESSOR shall provide CLIENT Space and the Facility with electricity, air conditioning, sanitary sewer, public water, natural gas, heat, and solid waste and rubbish removal in common areas, provided that if LESSOR determines that CLIENT's use of general service electricity is in excess of normal and customary usage for the Facility, or if CLIENT installs equipment requiring power in excess of that required for the CLIENT Space, LESSOR may arrange for separate provision, sub-metering and/or direct billing (based on LESSOR's good-faith estimate) of any related utility costs thereby incurred for services provided by LESSOR.
- c. Parking. LESSOR shall provide the CLIENT with access to LESSOR's parking facilities at the back of the mall.

6. Condition and Use of CLIENT Space and the Facility.

- a. CLIENT accepts CLIENT Space as is. CLIENT shall not commit any waste or damage to or upon CLIENT Space or the Facility. CLIENT Space shall be used solely for the purposes of the CLIENT's business and shall not be used for any unlawful purpose. CLIENT's activities in the CLIENT Space and Facility shall not violate any law, regulation, or ordinance, and no act shall be done, or any substance kept in the Facility that will cause any hazard or cause the insurance rates on the Facility to be increased. CLIENT shall cause CLIENT Space and the business conducted in and from it to be operated and maintained in compliance with all laws, rules, and orders from any governmental

agencies.

- b. CLIENT is responsible for keeping and maintaining the interior of CLIENT Space and all of CLIENT's equipment and supplies located in the CLIENT Space in a clean and safe condition. In the event that CLIENT does not maintain CLIENT Space in good, safe and usable repair and condition, LESSOR may, at its option and in addition to any other available remedy, perform or have performed any necessary repairs or maintenance and any amounts paid by LESSOR for such repairs and maintenance shall become additional rent due from CLIENT to LESSOR within seven (7) days of receipt of an invoice from LESSOR.

7. Alterations. CLIENT may make alterations to CLIENT Space at its own expense only with LESSOR's prior written approval. Any alteration must not impair the safety or the appearance of CLIENT Space or the Facility and shall be made according to all applicable laws, ordinances, and regulations. Any addition or improvement to CLIENT Space during the Term, other than to the tangible property of the CLIENT shall be the sole property of LESSOR unless otherwise provided in writing by LESSOR.

8. Surrender, Holdover. At the termination or expiration of this Lease, the CLIENT shall deliver the CLIENT Space in good order and repair, ordinary wear and tear excepted, to LESSOR. CLIENT shall not be required to surrender any of the CLIENT's trade fixtures, equipment, or personal property unless permanently affixed to the CLIENT Space. Any trade fixtures, equipment, or personal property of CLIENT not removed within forty-eight (48) hours following the termination or expiration of this Lease shall be deemed abandoned. They shall become the sole and exclusive property of LESSOR. CLIENT shall repair any damage to the CLIENT Space caused by the removal of any trade fixtures, equipment, or personal property of the CLIENT. In no event will the CLIENT have the right to hold over past the termination or expiration of this Lease. CLIENT acknowledges that time is of the essence and that it is of critical importance for LESSOR to have possession of the CLIENT Space upon the termination or expiration of this Lease. In the event CLIENT does not vacate the CLIENT Space as required in this Lease, LESSOR shall be entitled to any and all remedies at law or in equity, including, without limitation, the right to change locks on the building, remove all trade fixtures, equipment or personal property from the CLIENT Space and/or to demolish all improvements in the CLIENT Space, all which shall be without any liability or claim against LESSOR, which are hereby waived by CLIENT. No holding over by CLIENT, whether with or without the approval of LESSOR, shall operate to extend or renew this Lease. CLIENT's obligation to observe and perform the terms and conditions of this Section shall survive the termination or expiration of this Lease.

9. LESSOR Access to CLIENT Space, Maintenance, and Liability.

- a. LESSOR and its agents may retain a passkey to CLIENT Space and shall have the right to enter CLIENT Space at any and all times to service and inspect CLIENT Space. During the period beginning sixty (60) days prior to the expiration of the Initial Term or any Renewal Term (unless the parties have already agreed to extend the Term of this Lease), LESSOR may enter CLIENT Space to show CLIENT Space to prospective CLIENTs.
- b. LESSOR is responsible for keeping and maintaining the exterior and structural floors, existing plumbing and electrical systems in CLIENT Space and the foundation, roof, gutters, and other exterior appurtenances to the Facility in good and serviceable condition; provided, however, that if such repair or maintenance is required due to the negligence or willful misconduct of CLIENT or CLIENT's agent, employee, licensee or invitee, or by CLIENT's default under this Lease, then CLIENT shall be solely responsible for all cost and expense associated therewith.
- c. LESSOR is not liable to CLIENT or any other person or entity for any damage or loss to any person or property

sustained by reason of the condition of CLIENT Space or Facility, or arising from any burst, stopped, leaking water, gas, sewer, or steam pipes, or for any damage, or from any cause whatsoever, unless such loss or damage is caused by the negligence or intentional misconduct of LESSOR or its employees.

10. Destruction.

- a. If CLIENT Space is so damaged by fire or other casualty as to be substantially destroyed, then this Lease shall terminate, and any unearned rent paid in advance by the CLIENT shall be refunded.
- b. If CLIENT Space is partially destroyed by fire or other casualty or is declared unsafe by any authority having jurisdiction, the rent shall thereafter abate to the extent to which CLIENT Space has been rendered untenable or declared unsafe.

11. Indemnification and Insurance.

- a. a. CLIENT assumes all risks and responsibilities for accidents, injuries, or damages to person or property and agrees to indemnify and hold LESSOR harmless from any and all claims, liabilities, losses, costs, and expenses (including attorneys' fees) arising from or in connection with the condition, use or control of CLIENT Space and any improvements to the CLIENT Space during the Term. CLIENT shall be liable to LESSOR for any damages to CLIENT Space and for any act done by the CLIENT or any person coming on CLIENT Space by the license or invitation of CLIENT, express or implied.
- b. b. Subject to the terms and conditions of Section 13, LESSOR shall indemnify CLIENT and hold it harmless from any and all liability for any loss of or damage or injury to person (including death resulting therefrom) or property occurring within the common areas, caused by the acts or omissions of LESSOR. Notwithstanding anything in this Lease to the contrary, the CLIENT shall bear the risk of any loss or damage to its personal property, regardless of the cause, including, without limitation, LESSOR's negligence; and CLIENT hereby releases LESSOR from any and all liability for the same.
- c. c. Subject to the terms and conditions of Section 13, CLIENT shall indemnify LESSOR and hold it harmless from any and all liability for any loss of or damage or injury to any person (including death resulting therefrom) or property (i) occurring in, on, or about the CLIENT Space, regardless of cause, except to the extent caused by the sole negligence or willful misconduct of LESSOR or its employees, agents or contractors and (ii) occurring in, on or about the Facility to the extent caused by: (A) the sole negligence or willful misconduct of CLIENT or its employees, agents, or contractors; or (B) any breach of this Lease by CLIENT.
- d. d. CLIENT shall, at its own expense, obtain and keep in force during the Term comprehensive general liability insurance. CLIENT shall provide to LESSOR proof of the liability and property insurance before the Commencement Date.
- e. e. Notwithstanding any other provision of this Agreement, all of the CLIENT's personal property shall be kept at the CLIENT's sole risk and expense.

12. Waiver of Subrogation. LESSOR and CLIENT hereby release each other and each other's employees, agents, customers, and invitees from any and all liability for any loss of or damage to CLIENT Space, the Facility or personal property within the Facility by reason of fire or other peril to the extent that the same is insured or required by this Lease to be insured against under a standard fire and "all-risk" coverage insurance policy, regardless of cause, including the negligence of LESSOR or CLIENT or their respective employees, agents, customers and invitees, and agree that such insurance carried by either of them shall contain a clause whereby the insurer waives its right of subrogation against the

other party.

Because the provisions of this Section 12 are intended to preclude the assignment of any claim mentioned in this Lease by way of subrogation or otherwise to an insurer or any other person, each party to this Lease shall give to each insurance Incubator that has issued to it one or more policies of fire and "all-risk" coverage insurance notice of the provisions of this Section 12 and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of such insurance by reason of the provisions of this Section 12.

13. Termination.

- a. Master Relationship Agreement. This Lease shall terminate immediately upon termination of the Master Relationship Agreement between LESSOR and CLIENT.
- b. Mutual Agreement. This Lease may be terminated at any time by the mutual written agreement of the parties to this Lease.
- c. Termination without Cause. LESSOR may terminate this Lease upon thirty (30) days prior written notice to the CLIENT. After the Initial Term, either party may terminate this Lease upon thirty (30) days prior written notice to the other party.
- d. Termination for Cause. Either party may terminate this Lease at any time for "cause." Termination for cause by LESSOR shall include termination resulting from any act or omission of CLIENT that constitutes a material breach by CLIENT of its obligations under this Lease or the obligations, policies, and procedures, or requirements of the Elevate program, as may be established from time to time, and CLIENT fails to cure such within ten (10) calendar days after LESSOR gives CLIENT written notice of such breach, other than any breach of CLIENT's obligation to pay money to LESSOR, for which there shall be a five (5) day cure period, after notice of breach is provided. Termination for cause by CLIENT means termination resulting from any act or omission of LESSOR that constitutes a material breach of this Lease, and LESSOR fails to cure such breach within the allotted cure period after CLIENT gives it written notice of such breach. Upon providing a termination notification under this Section 13, LESSOR or CLIENT, as the case may be, may cease to perform under this Lease. If LESSOR terminates for cause under this provision, the CLIENT shall pay the Base Rent and Additional Rent for the balance of the Term, or until a replacement tenant occupies the same space, whichever is shorter. If LESSOR is required to forcibly evict the CLIENT or is otherwise required to seek court intervention to enforce any term or provision of this Agreement, CLIENT shall be responsible for all of LESSOR's attorney's fees and related costs.
- e. Destruction. This Lease may be terminated pursuant to Section 10 of this Lease.

14. Notices. All notices that are required or may be given pursuant to the terms of this Lease shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, emailed, or mailed by registered or certified mail postage prepaid.

15. Successors; Assignment. This Lease is binding on LESSOR and CLIENT and their respective successors, heirs, and permitted assigns. This Lease cannot be assigned by the CLIENT without prior written approval from LESSOR.

16. Governing Law. This Lease shall be governed in accordance with the laws of the State of Illinois.

17. Headings. The headings, titles, and other similar designations used in this Lease are for convenience only and shall not be deemed to be a part of this Lease or to affect the construction of this Lease.

18. Counterparts. This Lease may be executed in one or more counterparts, each of which for all purposes shall be deemed to be an original but all of which together shall constitute the same agreement.

19. Liens. CLIENT shall not create or permit to be created or exist and will be immediately discharged any lien, encumbrances, or charge upon CLIENT Space or the Facility.

20. Waiver. Waiver by LESSOR of any breach of any covenant or duty of CLIENT under this Lease shall not be a waiver of a breach of any other covenant or duty of CLIENT, or of any subsequent breach of the same covenant or duty.

21. Confidential Information. Each party, as Recipient, hereby agrees that the Confidential Information shall be kept strictly confidential and that the Recipient shall not furnish or divulge

Confidential Information to any individual or entity without the prior written consent of the Disclosing Party.

Notwithstanding the foregoing, it is understood that LESSOR will, on behalf of Client, need latitude to communicate with potential investors, strategic partners, and others in the course of providing services to Client through LESSOR. Unless otherwise specifically requested in writing by Client, LESSOR, and its agents shall be permitted to communicate Confidential Information regarding Client with these individuals or entities, provided that

LESSOR first obtains their agreement to maintain the confidentiality of any Confidential Information communicated to it by LESSOR. LESSOR shall be permitted to use Client's name and generally describe Client's business in marketing materials, news releases, articles, speeches, and other Promotional opportunities.

IN WITNESS WHEREOF, the parties have executed or caused the execution of this Lease by their respective officers duly authorized as of the date first agreed to by acceptance of these terms.

Use of Facility and Office Space

Building Access

1. Keys

- a. The primary contact at each Incubator with space that has a lockable door will be given 1 key to their office. Any additional keys must be requested from ELEVATE management, and a charge of \$ 10 for each additional key is required. Members must not have these keys duplicated or locks changed.
- b. Primary contacts are also responsible for keeping track of keys and collecting keys from individuals who no longer work or volunteer for the member.
- c. Lost keys are to be immediately reported to the ELEVATE Staff.

2. Key Cards

Key Cards to the building are assigned to individual members to ensure safety and security.

- a. Key Cards are not to be shared by members. Interns/ part-time workers can be identified as needing a key Cards; however, ELEVATE reserves the right to make the determination as to assigning a key Cards to these individuals.

3. Hours of Operation

Building hours (Collectively, "Business Hours") are 8 am - 5 pm Monday through Friday, with the exception of weekdays that fall on an observed national holiday. Observed holidays include New Year's Day, Martin Luther King Jr. Day; Thanksgiving Day; Christmas Day. Early Closure on these Days: Christmas Eve and New Year's Eve Co-Working Space Closes at 1 pm.

4. Guests

- a. The hosting member shall be responsible at all times for guests and their actions

Description of CLIENT Space:

Initial Base Rent and Anticipated Renewal Base Rent Rates

Elevate CCIC, Inc determines the rates per Small or Large Office. The area rate for the Initial Term of 1 MONTH not lasting more than 12 months.

Storage

If membership allows for leased space, storage of individual member supplies, equipment, etc. must be accommodated within the member's leased space. No storage may occur outside the member's leased office space, or in other areas of the Facility without prior written approval from ELEVATE management. All efforts have been made to create a secure work environment, however, ELEVATE assumes no responsibility for anything lost, stolen, or damaged in the ELEVATE space.

Alterations to member offices

Any permanent changes must be pre-approved and may require an additional deposit. For example, installation of anything not already available to ELEVATE members, painting, structural changes, drilling holes, shelving, etc. must be requested in writing and approved by ELEVATE management.

Personal Work Areas

Any personal belongings brought into any ELEVATE facility are the sole responsibility of the owner. Members are asked to report any missing belongings immediately to ELEVATE management.

Be considerate with noise. When listening to audio or just having lively conversations, please use headphones or keep to a low volume.

Kitchen-Break Areas

Individuals are responsible for cleaning the kitchen/ break areas after use. This includes wiping the counters, cleaning up spills, and placing garbage and boxes in the proper disposal containers provided.

Any items left in the sink or counter area over 24 hours will be subject to disposal and subject to member cleaning fines, as may be established and put in place from time to time. Any items left in the refrigerator over a period of one month will be subject to disposal. Any item left in the refrigerator during a refrigerator cleaning, for which advance notice will be given, will be subject to disposal.

Cleaning Services

Members are responsible for the cleanliness and daily upkeep of the ELEVATE space. ELEVATE cleaning service will take care of basic upkeep, but it is the member's responsibility to keep the space in good condition.

Damage

Leased space, furniture, and equipment must be returned in original condition, less normal wear and tear. An authorized representative from the member must complete an exit assessment prior to the end of the Lease. The exit assessment will note any excessive wear and tear on ELEVATE supplies. Any damage to leased space, furniture or equipment; or to shared space, furniture or equipment that is attributable to excessive use on the part of the member; or its employees, guests, volunteers, clients or other representatives of the member's venture, may result in a damage fee assessed to the member. All damage fees must be paid on or prior to the last day of the lease term.

Incubator Client Services Agreement

This Client Services Agreement (hereinafter the "Agreement") is entered into by and between Elevate CCIC, Inc (hereinafter "Incubator") and User (hereinafter the "Client"). The purpose of the Agreement is to describe the services and assistance that the Incubator will provide to the Client.

Recitals

It is the purpose of the Incubator to foster economic development within the State of Illinois and to promote small business development by supporting the formation and growth of new companies that will commercially develop new products and services and create new job opportunities.

The Client has applied for and has been granted conditional acceptance to the Full membership/ accelerator program/ Elevate LLC initiative, subject to compliance with all terms of the program, in the Incubator on the basis of suitability of the Client for the services and resources of the Incubator in contributing to the growth and success of the Client in conjunction with the above purpose.

In furtherance of said purpose, the Client wishes to obtain from the Incubator the services specified in this Agreement, on the terms and conditions set forth in this Agreement.

Therefore, per the execution of this Agreement of this date and the Client and the Incubator do now officially enter into this Agreement.

Client Services Agreement, which shall remain valid for a period of one month, and will auto renew until either party agrees, per the termination clause of this agreement, to terminate the agreement, and each party agrees by the signature of this Agreement to abide by the terms thereof.

Incubator Services

The Incubator hereby agrees, by virtue of providing best efforts at all times, to supply the following physical amenities per membership plan to the client as part of this Agreement:

- All utility services except for telephone service
- Standard Electrical service
- Natural gas (heating)* and air conditioning
- High-speed internet connection
- Shared use office equipment for limited use based on the plan (copier, printer)

- Shared use facilities limited use based on the plan (conference rooms**, training room break room, and kitchen)
- Business management advisement from local mentors based on need
- Regular training seminar classes and special event speakers
- 24/7 key-card access to building based on the plan
- Mailboxes based on plan
- Check-out of special equipment (may vary at Incubator's discretion)
- Free Parking
- Cleaning and trash removal in open space
- On a fee basis, the following items will be available to the Client:
- Copier/printer – No cost up to 250 sheets total based on plan
- Key Card Replacement - \$ 35 /keycard

All fees must be remitted each month with program fees. Management reserves the right to make adjustments to costs.

Client Spaces

All client spaces are provided on an "as-is" basis. Any "tenant improvements" must be approved in advance by management and will be done at the expense of the tenant and must be paid for in advance. All "tenant improvements" are bid out and managed by the Incubator, and once built and installed, become the permanent property of the Incubator. Exceptions to this policy include cubicles, office furniture, and other "easily removable" items as determined by management. Each Client Space comes equipped with one Internet jack (connection). Management must approve any changes or modifications to the client space in advance. Clients must accompany guests at all times in the building; no guests are admitted to the building after regular (8 am-5 pm) hours.

Client Requirements

All Incubator Clients will be required to meet with the Incubator Management on a quarterly basis to measure progress toward their program milestones, to review financial statements, and to examine growth opportunities. This process may include, but is not limited to:

1. Review of quarterly milestones, i.e., the Client business plan.
2. Review of financial statements if needed.
3. Comparison of actual performance goals if required by Incubator management including but not limited to.
 - Financial projections
 - Expense (cost)
 - Review of Research & Development against timelines
 - Cash flow control compared to projections
 - Marketing performance (sales, leads, orders, promotions, etc.)

- Personnel issues and performance

4. Establishment of short-term goals for the next quarter 5. Review of business plan/business canvas model and milestones

6. Discuss future needs (if needed) including:

- Facility growth needs (space, equipment, utilities, etc.)
- Mentoring and Counseling
- Competition and Barriers to Growth

Legal Disclaimers

The Client, by Continuing to sign up for a plan, agrees to defend, indemnify and hold harmless the Incubator, it's members, employees, directors, affiliates, officers, agents, and representatives from all costs, expenses (including attorney's fees), liabilities, obligations, damages, and claims (including any claims for injury to the person or property of any other client of the building and claims by any governmental authority) arising, directly or indirectly, from the negligence, misconduct, or breach of any provision of this Agreement by Client or by any other person participating in or using the Incubator's programs or services by the express or implied invitation of the Client. I agree to participate in the Client Requirements, as outlined above in this Agreement. I understand that my relationship with the Incubator does not create or imply a partnership agreement and that this Agreement is not an implied reason for business success

Program Policies

Participation in Elevate's accelerator program/ Elevate Lake Land College (LLC) Initiative is strictly voluntary. The staff and volunteers function solely as advisors. Entrepreneurs are free to accept or reject the advice given. Full-time members in the program may be required to submit all or none of the below information to Elevate staff.

In return, Elevate requires its companies in the accelerator program and Elevate LLC Initiative to:

1. Operate their business in a legal and ethical manner, including establishing necessary legal actions, including the formation and protection of intellectual property via patents, trade secrets, copyrights, trademarks, or otherwise.
2. Establish an appropriate accounting and bookkeeping system and report financial data to management quarterly if applicable. Help can be acquired if asked for.
3. Pay invoices promptly.
4. Provide elevate with quarterly economic impact data via google forms if deemed applicable.
5. Establish, in addition to its original business plan/ business model canvas, a written 3year (minimum) operating plan to be updated at least annually. This operating plan will include a detailed budget with product/service financial objectives (P&L, cash flow, and balance sheet) and will address the following areas:

- a. Normal operating issues
- b. Management team and workforce
- c. Product/service development and life cycle
- d. Marketing plan
- e. Sales
- f. Financing needs, potential sources, and strategy
- g. Participate in the Incubator programs that are available
- h. Advisory Board
- i. Management Team Building
- j. CEO board Meetings if applicable
- k. Management Training
- l. Seminars
Provide monthly progress reporting via submission of Short write up on what has been accomplished and a way forward for the organization.
- m. SEMI-ANNUAL REVIEW
Two formal performance reviews of each portfolio are required each year. Staff and advisory board gauge the progress against its objectives and evaluate the quality and impact of the business assistance.
- n. EXIT AND GRADUATION CRITERIA
Elevate provides temporary assistance and space to new and developing businesses. After a client has become a successful independent business that no longer needs the assistance, they will graduate. Elevate has the right to modify the occupancy period and determine exit and graduation criteria for admitted companies/ persons. Companies admitted to a program must use their best efforts to meet these exit and graduation criteria. This document outlines the guidelines, exit criteria, and graduation criteria for companies admitted to Elevate. A separate document entitled Progress Report should be updated consistently by admitted Incubator companies to illustrate the Incubator's progress toward graduation.
- o. EXIT CRITERIA
The Incubator has the following rights to determine Successful and Unsuccessful Exit criteria for clients.

The Incubator has the right to:

1. Require Associate companies to vacate the premises and terminate all ties with Elevate with 30 days' notice.
(Unsuccessful Exit)

2. Reserve final approval for Successful Exit from the premises of The Incubator and Graduate status.

Periodically review companies and modify occupancy period based on all or none of the following.

Successful Exit guidelines:

- a. a. Clients past compliance with terms of this Agreement and a separate lease.

- b. b. Incubator 's future performance potential in terms of employment generation and general success.
- c. c. Client preparation and presentation of an operating plan and cash flow projection to chart future objectives and performance targets.
- d. d. Demand for space and the Incubator's potential compared to competing demands and availability.
- e. e. Clients need for and use of services provided by Elevate.
- f. f. Clients ability to stand on their own in a commercial facility.
- g. g. Clients' relationship with other businesses located in Elevate.

II. GRADUATION CRITERIA

In addition to meeting the exit criteria outlined above, companies admitted to the Elevate accelerator program will use their best efforts to meet graduation criteria established by the Elevate management and the director of Elevate.

Periodically each client will be reviewed by the Elevate team. The intent of this review is to analyze the client's past performance and predict the client's future needs and growth potential in terms of the one or more of the following characteristics:

- A balanced and experienced management team.
- Funding to carry clients through 6-12 months of operations and financial stability as demonstrated via a significant outside investment or a long-term investor commitment to the client.
- Significant product sales and backlog indicating a customer need.
- Need for and use of the services provided by Elevate.
- A well thought out operating plan for sustainability of the client.

Successful completion of the accelerator program allows client to access or KIVA online leading platform.

MASTER RELATIONSHIP AGREEMENT

To be utilized by a tenant who is applying for All memberships/ or the Accelerator program and all other programs implemented in our center.

This Master Relationship Agreement (this "Master Relationship Agreement") dated as of agreed agreement and is entered into by and between ELEVATE you're yourself.

Recitals

- a. Elevate CCIC, Inc. operates a business Incubator known as Elevate ("INCUBATOR"). One of the primary objectives of Elevate is to assist and nurture startup enterprises, like "Client" and help them to develop into successful, mature companies.
- b. The client desires to locate at INCUBATOR facilities and to take part in the services and offerings made available by and through the INCUBATOR.
- c. This Master Relationship Agreement, together with the other agreements, rules, and policies referred to in the policy and procedures guidelines (I) govern the business relationship between INCUBATOR and Client and (ii) set

forth the terms and conditions for Client's use of the facilities and services provided by and through the INCUBATOR.

Agreement

In consideration of the recitals and mutual covenants set forth in this Master Relationship Agreement, INCUBATOR and Client agree as follows:

1. Other Client Documents. (as requested) Together with this Master Relationship Agreement, the following documents will completely define the business relationship between INCUBATOR and Client:

a. Lease Agreement. If in need of a Small or Large Office.

a. Contemporaneously with the execution of this Master Relationship Agreement, Incubator and Client shall enter into the Lease Agreement attached to this Master Relationship Agreement.

The Lease Agreement will govern the landlord/tenant relationship between INCUBATOR and Client, including but not limited to the size of the space leased by Client, rental rates, infrastructure, services provided, and related matters.

b. Building Rules and Regulations.

a. The client agrees to follow and abide by the Building Rules and Regulations attached to this Master Relationship Agreement. The Building Rules and Regulations are important for safety reasons, as well as for promoting the efficient use and maintenance of the INCUBATOR's facilities. These rules are subject to change and may be changed at any time at the Incubators' discretion, and will issue new Building Rules and Regulations to Client immediately upon revision.

c. Conference Room Rules and Regulations.

a. Conference Room Rules and Regulations are attached to this Master Relationship

Agreement. These rules are subject to change and may be changed at any time at the Incubator's discretion and will issue new Conference Room Rules and Regulations to the Client immediately upon revision.

d. Support Services and Resources Policy.

a. The Support Services and Resources Policy describes the various services and resources that INCUBATOR intends to provide or make available for the benefit of its Client companies. These Support Services may/may not be limited to the services and resources described in the Support Services and Resources Policy. As with the Building Rules and Regulations, this Support Services and Resources Policy may be amended at any time by the INCUBATOR. The client will be immediately notified of any amendments to said policy.

Information Technology Support Policy.

a. The Information Technology Support Policy attached to this Master Relationship Agreement describes the technology services and resources that INCUBATOR intends to provide or make available for the benefit of its Client companies. Incubator may amend this policy from time to time; Client will be immediately notified of any such amendments.

Client acknowledges that the foregoing descriptions of the supplemental documents are only brief summaries. Client represents and warrants that it has carefully read and understands each of the attached supplemental documents (together with this Master Relationship Agreement, the "Client Documents").

2. Periodic Meetings and Seminars. A member of Client's senior management team shall be required to meet with

INCUBATOR's management on a quarterly basis to discuss the Client's progress on its business plan and other matters relating to Client's business. Client anticipates attending regularly scheduled seminars at INCUBATOR facilities on topics relating to entrepreneurship and business; whenever possible, a schedule of such seminars will be published in advance of the events. A member of Client's senior management team is encouraged to attend these monthly seminars.

3. Representations and Warranties. Client represents and warrants to INCUBATOR as follows:

a) All corporate action on the part of Client and, as applicable, its officers, directors, managers and owners, necessary for the authorization, execution and delivery of this Master Relationship Agreement and the other Client Documents and the performance of all obligations of Client under this Master Relationship Agreement and the other Client

Documents has been taken. This Master Relationship Agreement and the other Client Documents constitute valid and legally binding obligations of Client enforceable in accordance with their terms. The execution, delivery and performance of this Master Relationship Agreement and the other Client Documents will not result in any violation of, be in conflict with, or constitute a default under, (i) any provision of Client's organizational documents or (ii) any material contract, obligation or commitment to which Client is a party or by which Client is bound.

b) Client has provided INCUBATOR with all of the information that INCUBATOR has requested in connection with the business relationship contemplated by this Master Relationship Agreement and the other Client Documents. All of the information provided to INCUBATOR in all applications, documents, marketing materials, or through interviews or otherwise is true and does not fail to state any fact that would make such information not misleading as of the date of execution of this Master Relationship Agreement.

4. Confidential Information.

a) For purposes of this Section 4, both the INCUBATOR and Client, (i) in each entity's capacity as the party disclosing information to the other, is referred to as the "Disclosing Party" and (ii) in its capacity as the party receiving information from the other, is referred to as the "Recipient."

b) Each party, as Recipient, hereby agrees that the Confidential Information (as defined below) shall be kept strictly confidential and that the Recipient shall not furnish or divulge Confidential Information to any individual or entity without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, it is understood that INCUBATOR will, on behalf of Client, need latitude to communicate with potential investors, strategic partners and others in the course of providing services to Client through INCUBATOR. Unless otherwise specifically requested in writing by Client,

INCUBATOR and its agents shall be permitted to communicate Confidential

Information regarding Client with these individuals or entities, provided that

INCUBATOR first obtains their agreement to maintain the confidentiality of any Confidential Information communicated to it by INCUBATOR. Notwithstanding any other provision of this Section 4, INCUBATOR shall be permitted to use Client's name and generally describe Client's business in marketing materials, news releases, articles, speeches, and other promotional opportunities. All Clients are required to submit financial statements on a quarterly basis to INCUBATOR management in order to keep management updated on the Client's progress. Financial information will be kept strictly confidential by INCUBATOR management.

c) For purposes of this Master Relationship Agreement, the term "Confidential Information" of a Disclosing Party means any and all confidential or proprietary information concerning the Disclosing Party including, without limitation, confidential studies, data, calculations, patents, patent applications, copyrights, trademarks, trade names, service marks,

service names, "know how," customer or prospect lists, details of Client or customer contracts, pricing policies, sales techniques, operational methods, marketing

plans or strategies, products and formulae, product development techniques or plans, business acquisition plans, computer programs (including source of object codes), processes, research or technical data, improvements or other intellectual property of the Disclosing Party. The term "Confidential Information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient or its representatives, or (ii) is or becomes available to the Recipient on a non-confidential basis from a source other than the Disclosing Party.

5. Termination.

a) Either party may terminate this Master Relationship Agreement for any reason upon thirty (30) days' written notice to the other party; provided, however, that Client may not terminate this Master Relationship Agreement pursuant to this Section 5a. Prior to the expiration of the Initial Term of the Lease Agreement (as such Term is defined in the Lease Agreement).

b) Either party may terminate this Master Relationship Agreement in the event the other party (i) breaches any of the terms and conditions of this Master Relationship Agreement and (ii) fails to cure completely such breach within five (30) calendar days.

c) INCUBATOR may terminate this Master Relationship Agreement immediately and

without notice if any of the representations and warranties set forth in Section 3 were false or misleading in a material respect as of the date of this Master Relationship Agreement.

d) Sections 4, 6, 8, 10 and 11 (and Section 12 with respect to the foregoing) of this Master Relationship Agreement shall survive the termination of this Master Relationship Agreement for any reason.

6. Independent Advisors. As described in INCUBATOR's Support Services and Resources Policy, Client may receive business and technical consulting services from local business professionals, economic development professionals, students and/or faculty from the University, and others (collectively, "Independent Advisors"). These Independent Advisors are not employees or agents of INCUBATOR and they will not be bound by this Master Relationship Agreement (including Section 4 hereof) or the other Client Documents. Client acknowledges and agrees that INCUBATOR shall not be held liable for the acts or omissions of these Independent Advisors.

7. No Guarantee of Results. Client acknowledges and agrees that INCUBATOR cannot guarantee that Client's business will succeed. INCUBATOR makes no representation as to the commercial utility of its recommendations or that the use of such recommendations

will not infringe on any intellectual property rights of others. Client shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Client hereby waives, and covenants not to sue INCUBATOR or its employees, agents, contractors, assigns or other representatives for any claim related to such matters.

8. Independent Contractor Status. Neither party is, nor shall be deemed to be, an employee, agent, partner or legal

representative of the other party for any purpose. Neither party shall be entitled to enter into any contracts in the name of, or on behalf of, the other party, nor shall either party be entitled to pledge the credit of the other party in any way or hold itself out as having the authority to do so.

9. Insurance. Client shall maintain insurance in such types and amounts customary for and necessary to protect and insure against the type of risks involved with the type of business operated by Client, including but not limited to, as applicable, general property and casualty, workers compensation, directors and officers, and product liability insurance. Upon request, Client shall provide INCUBATOR with a certificate of insurance for all insurance coverage maintained by Client.

10. Indemnification. Client shall defend, indemnify and hold harmless INCUBATOR and its employees, agents and representatives from and against any and all liability, loss, damage, action, claim or expense suffered or incurred by INCUBATOR or its employees, agents and representatives (including attorneys' fees and costs) that result from or arise out of any breach by Client of the Client Documents. The indemnification rights contained in this Master Relationship Agreement are in addition to all other rights that may be available to INCUBATOR or its employees, agents and representatives at law, in equity or otherwise. This Section shall survive any termination of this Master Relationship Agreement.

11. Limitation of Liability. Neither party shall be liable to the other for indirect, incidental, consequential or special damages, including but not limited to lost profits arising from or relating to any breach of this Master Relationship Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

12. General

- a. Counterparts. For the convenience of the parties, this Master Relationship Agreement may be executed in two or more counterparts, in the original or by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- b. Notices. All notices that are required or may be given pursuant to the terms of this Master Relationship Agreement shall be in writing and shall be sufficient in all respects if given in writing and personally delivered, emailed, or mailed by registered or certified mail postage prepaid in a letter format and address in writing to the other.
- c. No Third-Party Rights. None of the provisions of this Master Relationship Agreement or any of the other Client Documents shall be for the benefit of or enforceable by any third party, including, without limitation, any creditor of either party.
- d. Waivers. The waiver by either party of a breach of any provision of this Master Relationship Agreement shall not operate or be construed as a waiver of any other provision, or of any further breach of the provision so waived or of any other provision, of this Master Relationship Agreement. No extension of time for the performance of any obligation or act under this Master Relationship Agreement shall be deemed an extension of time for the performance of any other obligation or act.
- e. Entire Agreement/Amendments. This Master Relationship Agreement, together with the other Client Documents, constitutes the entire agreement between the parties with respect to the subject matter covered and supersedes all prior agreements and understandings, oral and written, among the parties with respect to

the covered subject matter. This Master Relationship Agreement may not be amended, modified or changed in any respect without the written consent of the parties.

- f. Severability. Whenever possible, each provision of this Master Relationship Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Master Relationship Agreement shall be unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Master Relationship Agreement shall continue to be binding and in full force and effect.
- g. Applicable Law. This Master Relationship Agreement and the other Client Documents and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in the City of Mattoon.
Binding Effect. This Master Relationship Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
- h. Expenses. Each party shall bear all expenses incurred by it in connection with the negotiation and preparation of this Master Relationship Agreement and the other Client Document.
- i. Joint Drafting/Interpretation. Both parties acknowledge and agree that this Master Relationship Agreement and the other Client Documents have been jointly prepared by the parties and their respective legal counsel and will not be strictly construed against either party.
- j. Advisors Consulted. Each party hereby acknowledges and agrees that it (a) has read this Master Relationship Agreement and the other Client Documents in their entireties prior to executing this Master Relationship Agreement, (b) understands the provisions and effects of this Master Relationship Agreement and the other Client Documents, and (c) has consulted with such attorneys, accountants, and other financial advisors as each has deemed appropriate in connection with its execution of this Master Relationship Agreement.

IN WITNESS WHEREOF, this Master Relationship Agreement has been executed by the parties as of the date first above written.

Products and services

Utilities-

All electric, water, sewer, and regular janitorial service fees are paid by ELEVATE. ELEVATE reserves the right to invoice any member for use of services that substantially exceeds normal rates. All efforts will be made to notify the member of excessive use. If you have questions about this, contact ELEVATE management.

Mail

Where applicable, mail received through USPS will be sorted and placed in member's mailboxes.

The receipt of packages not arriving with USPS mail is the responsibility of the member to coordinate.

Clerical & Staffing Services

All clerical support, employment and staff training for the member's enterprise and endeavors are the responsibility of the member.

Parking

ELEVATE is not responsible for vehicles in the parking area. Please lock doors at all times.

Conference Rooms and Event Spaces

Direct use of conference rooms for business purposes is free and available for ELEVATE members subject to each member's membership plan. All parties that desire to use a conference room must book the Facility in advance with ELEVATE management.

Outside groups are allowed to utilize conference rooms when available for a fee of \$250 for a whole day and \$150 for a half day.

1. All individuals or groups using the conference rooms or event space are responsible for room and equipment set-up prior to their meeting and cleanup of the room(s) after. All equipment must be properly returned to their original settings and condition. The room(s) must also be straightened and returned to the original set-up. Any borrowed furniture or equipment moved from one area to another must be returned to their place of origin. All trash and extra materials must be removed. Failure to comply may result in an additional cleaning fee to members.

2. Any damages to equipment, furniture, or the Facility should be reported immediately to ELEVATE management, or the group or member will be responsible for cost.

Photography

1. ELEVATE reserves the right to use any photograph/video taken at an event sponsored by ELEVATE or through the member's use of services provided by ELEVATE, without the expressed written permission of those included within the photograph/video. ELEVATE may use the photograph/video in publications or other media material produced, used or contracted by ELEVATE including but not limited to: Brochures, invitation, books, newspapers, magazines, television, websites, social media promotions, etc.

2. Any member desiring not to have their photo taken or distributed must put this request in writing to ELEVATE management and include a photograph which will be used for identification purposes and will hold it in confidence.

Disclaimers

1. The guidelines for any items or subjects not covered in this document will be determined on a case-by-case basis, at the discretion of the ELEVATE board. Furthermore, ELEVATE board reserves the right to revise the contents of these policies, in whole or in part. You will be notified if there are any changes. All membership policies, procedures and guidelines are subject to change at the discretion of the ELEVATE board.

If any section of this membership agreement is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this agreement shall not be affected.

Confidentiality

1. The member acknowledges and agrees that during the member's participation in and use of ELEVATE services, the member may be exposed to Confidential Information. "Confidential Information" shall mean all information in whole or in part, that is disclosed by ELEVATE, or any participant or member of the ELEVATE services or any employee, affiliate, or agent, thereof that is nonpublic, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/ or books and records of ELEVATE, any analyses, compilations, studies or other documents prepared by ELEVATE or otherwise derived in any manner from the confidential information and any information that the member is obligated to keep confidential or know or has reason to

know should be treated as confidential.

2. The member's participation in and/ or use of ELEVATE services obligates the member

- a. Maintain all confidential information in strict confidence
- b. Not to disclose confidential information to any third parties to:
- c. Not to use the confidential information in any way directly or indirectly detrimental to ELEVATE or any participant or member of the Services.

3. All confidential information remains the sole and exclusive property of ELEVATE or the respective disclosing party. The member acknowledges and agrees that nothing in the policies and procedures or the member's participation or use of ELEVATE services will be construed as granting any rights to the member, by license or otherwise, in or to any confidential information or any patent, copyright or other intellectual property or proprietary rights of ELEVATE or any participant or member of the ELEVATE services.

Participation in or use of ELEVATE services

1. The member acknowledges that the member is participating in or using ELEVATE services at the members own free will and decision. The member acknowledges that neither ELEVATE management nor its board has any liability with respect to the member's access, participation in, use of ELEVATE services, or any loss of information resulting from such participation or use.

2. ELEVATE reserves the right to use any photograph/video taken at any event sponsored by ELEVATE or though the member's use of services provided by ELEVATE, on ELEVATE property and this agreement acknowledges the expressed written permission to use such photographs/videos. ELEVATE may use the photograph/video in publications or other media material produced, used or contracted by ELEVATE including but not limited to: Brochures, invitation, books, newspapers, magazines, television, websites, social media promotions, etc. Member hereby acknowledges, consents to and agrees with this policy and shall inform all guests of such policy prior to bringing them on the property.

Disclaimer of Warranties

To the maximum extent permitted by applicable law, ELEVATE provides ELEVATE

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

Exclusion of Incidental, Consequential and Certain other damages

To the maximum extent permitted by applicable law, in no event shall ELEVATE management, its board or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to

meet any duty (including of good faith or 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 ELEVATE services, the provision of or failure to provide ELEVATE services, or otherwise under or in connection with any provision of this agreement, in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty, and even if ELEVATE management or its board has been advised of the possibility of such damages. Because some states/ jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to the member.

Information Technology Support Policy

All Technology services, problems and requests will be acted upon in a timely manner. Safety, Liability, and Conduct
Safety

1. No object is to be placed on floors, doorways, entries, walkways, hallways or other common areas that could potentially obstruct passage. Shelving, receptacles or other acceptable storage devices must be used.
2. No electrical, system equipment or software may be brought onto the ELEVATE premises without prior permission.
3. ELEVATE or any of its representatives reserve the right for safety inspections, at any time.
4. No toxic, hazardous or illegal substances are ever allowed into any workspace. Doing so will result in immediate termination of ELEVATE membership.
5. Smoking and the use of all other tobacco products is prohibited at or near any ELEVATE
6. The possession of dangerous weapons is not allowed. A dangerous weapon is considered to be any object or device designed or intended to be used to inflict serious injury upon persons or property.
7. Open flames and pyrotechnics are not allowed in any ELEVATE space.

Behavior Policy

1. At no time is ELEVATE space to be used for any purpose that is unlawful or prohibited.
2. At no time are activities allowed that could damage, disable or impair any of the facilities, keep other members from using the facilities or otherwise hurt ELEVATE or any of its affiliates.
3. Members are not allowed to join ELEVATE with the intent to sell to other ELEVATE participants.
4. Members are not allowed to speak maliciously about ELEVATE, its affiliates, partners, or participants. This is a Community.
5. Membership in ELEVATE does not authorize the member to legally bind ELEVATE, its affiliates, partners, sponsors or any of its other participants.
6. Members must always protect any confidential information or intellectual property of ELEVATE, its affiliates, partners, sponsors or other participants.
7. ELEVATE or its facilities are never to be use in connection with spam, harassment of anyone, publishing or distributing any kind of inappropriate material, infringing the legal rights of others, or attempting in any way to sabotage ELEVATE, its computer systems, or its members.
8. Neither ELEVATE nor its members will have any liability to the member for any loss when the member uses or

participates in ELEVATE activities.

9. Services provided by ELEVATE are never to be abused. Internet connectivity and communal spaces are for all members to use.

10. Members are responsible for any guest the member brings into the Facility, and he/she is expected to abide by the policies outlined here.

11. Please keep eyes and ears on the space. If the members see something suspicious, notify ELEVATE management immediately.

Harassment Policy

While ELEVATE hopes to foster a comfortable and creative environment where members can engage in an open exchange of ideas, ELEVATE is also committed to maintaining a humane atmosphere in which individuals treat each other with respect. A respectful workplace is about more than compliance with the law. ELEVATE expects all of its members to participate in a working environment that is free of inappropriate behavior of all kinds and harassment because of age, disability, marital status, race or color, national origin, religion, sex, sexual orientation or gender identity.

Reporting inappropriate behavior

If a member is experiencing or being made to feel uncomfortable, he/she can notify ELEVATE management in confidence. The ELEVATE Board will investigate the complaint, and a plan of action will be determined.

I hereby acknowledge that I have read and understand all of the terms and conditions contained in this document and further agree to be bound to relevant documents presented at the time of my registration regarding my participation in and use of the services.

If you have any questions on these policies or would like to have an individual printout for your records please apply for them in writing or email and the executive director will supply you with them within 7 working days after acknowledgment.