



**GRADUATED MEMBER
SERVICES AND LICENSING AGREEMENT
HOPE & MAIN
WARREN, RHODE ISLAND
PROVIDENCE, RHODE ISLAND**

This **SERVICES AND LICENSING AGREEMENT** (“Agreement”) is by and between the licensee(s) identified on the signature block of the Agreement (“Licensee”) and HOPE & MAIN (“HOPE & MAIN”). As used herein, “you” and “your” refer to the Licensee and “we” and “our” refer to HOPE & MAIN. Each of Licensee and HOPE & MAIN is a “Party” and HOPE & MAIN and Licensee are collectively “Parties.” For good and valuable consideration, the sufficiency of which is hereby acknowledged, Licensee and HOPE & MAIN hereby agree to the following terms and conditions.

1. **COMMENCEMENT:** This Agreement commences on the _____ day of _____ 20____ (“Commencement Date”) and is effective after each Party has signed (“Effective Date”).
2. **RATE AND FEES.** You will be charged in accordance with the Hope & Main Member rate. Monthly fees are invoiced retroactively and due and payable upon receipt. Licensee will timely pay all fees invoiced to it or otherwise due, including all applicable taxes. Prices, rates, and fees charged by HOPE & Main may be adjusted over time by HOPE & MAIN at its sole discretion. HOPE & MAIN uses its best efforts to provide communication about anticipated price, rate, and/or fee changes well in advance to enable Licensees to budget accordingly. All charges on the invoice shall be final if not questioned in writing to HOPE & MAIN within 3 days of the invoice date.
3. **INCORPORATED DOCUMENTS.** By and through its below signatures, Licensee agrees to the terms and provisions of the HOPE & MAIN Standard terms and other and additional listed documents and HOPE & MAIN policies, including without limitation those listed below, all of which are fully incorporated herein by reference and made part of the Agreement (“Incorporated Documents”). Violation of any Incorporated Document may result in immediate termination from the HOPE & MAIN and/or the Agreement.
 - HOPE & MAIN Standard Terms
 - HOPE & MAIN Confidentiality Agreement
4. **MODIFICATIONS.** Maintaining a safe, productive, and innovative environment and culture, and sustainable organization, and workplace at HOPE & MAIN will require adjustments to the terms of the Agreement and its Incorporated Documents from time to time. If HOPE & MAIN needs to make any such changes, HOPE & MAIN will provide written notice of such changes. Licensee shall inform HOPE & MAIN of all specific changes it does not find acceptable in writing within 7 business days of notice or is deemed to have accepted all such terms and/or changes to the Terms of this Agreement. HOPE & MAIN reserves the right at its sole discretion to decline to renew the Agreement and/or terminate the Agreement pursuant to its applicable provisions if Licensee does not agree to the terms and/or any changes to the terms of the Agreement.



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HOPE & MAIN

Full Name (Please Print):

Organization: HOPE & MAIN

Title:

Signature:

DATE:

LICENSEE:

Full Name (Please Print):

Organization:

Title:

Signature:

DATE



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PERSONAL GUARANTY

I, the undersigned (“Guarantor”), unconditionally and irrevocably guarantee to HOPE & MAIN all monies due under the Agreement, and unconditionally and irrevocably guarantee HOPE & MAIN the timely performance of all obligations of Licensee under the Agreement and that I will personally abide by the same. Guarantor understands and agrees that its liability hereunder shall not be affected in any way by amendment, settlement, or other agreement between Licensee and HOPE & MAIN. Guarantor agrees that HOPE & MAIN may proceed against Guarantor without first proceeding against Licensee or exhausting any security now or hereafter held by HOPE & MAIN. Guarantor waives all presentments, demands for payment or performance, notices of default, protest, acceptance of this guaranty and all other notices to which Guarantor might otherwise be entitled, and agrees to pay on demand all costs and expenses, including reasonable attorney’s fees, that may be incurred by HOPE & MAIN in enforcing this guaranty.

Full Name (Please Print):

Title: Individually and Personally

Signature:

DATE:



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**HOPE & MAIN
STANDARD TERMS**

1. **PROCEDURES, POLICIES & REGULATIONS.** Use of HOPE & MAIN facilities is subject to the policies and procedures adopted by HOPE & MAIN from time to time. Licensee understands and agrees to be subject to all terms of the Agreement, as well as all other posted or distributed policies and procedures regarding its use of HOPE & MAIN facilities. Violation of these policies and procedures may result in immediate termination from HOPE & MAIN and/or the Agreement.
2. **SIGNS AND ADVERTISING.** No signs or other advertising will be attached or displayed on HOPE & MAIN Premises without prior approval of HOPE & MAIN. HOPE & MAIN will not permit potentially offensive signs or other displays of any kind, including those of sexual or political nature, and reserves the right to request the removal of such items at any time.
3. **HOPE & MAIN LOGO AND AFFILIATION.** Hope & Main is open to and encourages use of the HOPE & MAIN logo and affiliation pursuant to the HOPE & MAIN standards.
4. **NO WARRANTIES; AS IS.** HOPE & MAIN makes no representations, warranties, or guarantees express or implied, including, without limitation, any warranties for the merchantability of the fitness for the intended use of HOPE & MAIN facilities or Premises, other than those contained in the Agreement. Licensee acknowledges that it has inspected the HOPE & MAIN Premises and accepts them “as is” for purposes of Licensee’s use during the term of the Agreement.
10. **NON-DISCRIMINATION.** HOPE & MAIN does not discriminate based on race, gender, religion, age, ethnic or national origin, disability, sexual orientation, or sexual identity.
11. **ETHICS, INTEGRITY, AND CONDUCT.** HOPE & MAIN reserves the right to make determinations in its sole discretion regarding acceptable standards of ethics, integrity and conduct of those who wish to enter HOPE & MAIN's Premises. Licensee and their invitees are expected to maintain and promote a respectful workplace environment. HOPE & MAIN does not permit aggressive behavior, including threats of violence be they veiled, conditional, or direct. Based on information it has, HOPE & MAIN may place an immediate access restriction on individuals, which could include Licensee employees, potential recruits, invitees, or other Licensee Parties. If this happens, these individuals will not be permitted to come onto the Premises of HOPE & MAIN or its affiliates. Application may be made to HOPE & MAIN for special arrangements for access where there is a compelling reason. Licensee acknowledges and agrees that, except as required by law, HOPE & MAIN may determine in its sole discretion what, if any, information it will share about the reason for such restrictions, and that generally it will not communicate such reasons.
12. **ADDRESSING CONFLICT AND INAPPROPRIATE BEHAVIOR.**
 - a. **Acknowledgement.** Licensee understands that from time-to-time conflicts can occur between individuals in any shared environment such as HOPE & MAIN's, and that employees and other invitees of Licensees can be accused of inappropriate behavior in ways that require a response from HOPE & MAIN management for HOPE & MAIN to ensure a safe and supportive working environment for all. Such situations may or may not be contrary to law, and they may or may not be readily provable. If such a situation occurs, Licensee agrees that HOPE & MAIN may use its best judgment about how to resolve or eliminate the issue, with the goal of rapidly and cost-effectively ensuring an outcome that is acceptable to HOPE & MAIN and the community at large.



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- b. *Resolution and Outcome.* Depending on the nature and severity of the allegation HOPE & MAIN receives, the information HOPE & MAIN has, the extent of readily available proof of such information or allegations, and how likely HOPE & MAIN believes the situation is to reoccur, HOPE & MAIN may elect to seek privately and confidentially to resolve the issue directly with Licensee's employee or invitee (without notifying Licensee's management) or may elect to directly involve Licensee's management. If Licensee's management is not notified, the intent is generally to protect the privacy of the accused individual where HOPE & MAIN believes the situation calls for this, in HOPE & MAIN's judgment, and can be resolved amicably and permanently. In many cases it is possible to achieve resolutions without requiring an investigation. If circumstances make an extensive investigation unavoidable, or such is required by a court or law enforcement, Licensee will be responsible for the cost of investigation of matters relating to its employees or invitees' alleged inappropriate behavior. If in HOPE & MAIN's judgment the presence of an individual would represent an ongoing hindrance to HOPE & MAIN's ability to ensure a safe and supportive environment, HOPE & MAIN will let the Licensee know that Licensee can no longer grant access to HOPE & MAIN Premises for that individual.
- c. *Duty and Commitment.* Licensee has a duty to HOPE & MAIN and the community at large to take care in the selection of its employees and choice of its invitees and to notify HOPE & MAIN of any situations or circumstances that it considers dangerous or which it believes could pose a threat to the safety or security of HOPE & MAIN or individuals at HOPE & MAIN. Licensee acknowledges that it is responsible for the actions of individuals that it permits to enter the Premises. Licensee agrees that HOPE & MAIN is not responsible for the economic consequences to Licensee or the accused individual because of actions taken by HOPE & MAIN in good faith to protect the community and that any losses related to Licensee Parties are the Licensee's responsibility under the indemnification section of the Agreement.
13. **SUBROGATION.** Licensee hereby (i) waives on behalf of itself and its insurer(s) (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action against HOPE & MAIN and its directors, officers, and employees for any loss or damage that may occur to or within any HOPE & MAIN Premises or facilities buildings or any improvements thereto, or any personal property of such Licensee therein which is insured against under any insurance policy actually being maintained by such Licensee from time to time, even if not required, or which would be insured against under the terms of any insurance policy required to be carried or maintained by such Licensee, whether or not such insurance coverage is actually being maintained, including, in every instance, such loss or damage that may be caused by the negligence of HOPE & MAIN; and agrees to cause appropriate clauses to be included in all of its insurance policies as necessary. To the extent Licensee's insurance carriers will not waive their right of subrogation against HOPE & MAIN, the Licensee agrees to indemnify HOPE & MAIN for any subrogation activities pursued against them by the Licensee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of HOPE & MAIN or its employees, subcontractors, or agents.
14. **INDEMNIFICATION AND LIABILITY.** To the greatest extent permitted by law, except for harm caused by the gross negligence or willful misconduct of HOPE & MAIN, Licensee hereby indemnifies and holds harmless HOPE & MAIN, affiliates of HOPE & MAIN, and their respective officers, employees, agents, contractors, landlords, other Licensees and property managers from any claims, liabilities, losses or damages incurred by Licensee or such persons and entities (including all attorneys' fees, costs and expenses of defense of any action or proceeding) arising out of, directly or indirectly, any claim against, incident to, or any injury to or death of the Licensee, its employees, its assigns, its agents or invitees of any of them or any damage to or loss of



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property of such persons or entities or related to the Agreement, its Standard Terms, or Incorporated Documents. If any court should find any person or entity indemnified hereunder liable for any loss or damage of any kind for any reason related to Licensee, employees, guests and affiliated Parties, Licensee agrees that, to the greatest extent permitted by law, the limit of such person's or entity's liability shall be the amount that Licensee has paid HOPE & MAIN under the Agreement.

15. **ALTERATIONS.** Licensee shall not make any alterations or additions to the workspace without the prior written consent of HOPE & MAIN and shall never make structural alterations or additions. All allowed alterations shall be at Licensee's expense and shall be in quality at least equal to the present construction. Licensee shall not permit any mechanics' liens, or similar liens, to remain upon the workspace or Premises for labor and material furnished to Licensee or claimed to have been furnished to Licensee in connection with work of any character performed or claimed to have been performed at the direction of Licensee and shall cause any such lien to be released of record forthwith without cost to HOPE & MAIN or its landlords. Any alterations or improvements made by the Licensee shall become the property of HOPE & MAIN upon termination of the Agreement.
16. **ASSIGNMENT AND RIGHTS.** Licensee shall not assign the Agreement without HOPE & MAIN's prior written consent, which may be granted or withheld in HOPE & MAIN's sole discretion. Notwithstanding such consent, Licensee shall remain liable to HOPE & MAIN for the payment of all charges and for the full performance of the covenants and conditions of the Agreement. In the event the Licensee allows any invitee to operate a workspace or conduct a business out of HOPE & MAIN's Premises without HOPE & MAIN's permission or modification of the Agreement, the Licensee hereby agrees on behalf of itself and its insurers that it will defend and indemnify HOPE & MAIN with respect to the invitee to the same extent required under the Agreement with respect to the Licensee. To avoid any potential confusion concerning whether certain entities are invitees, Licensee shall provide HOPE & MAIN with documentation concerning any of its corporate name changes. If Licensee wishes to do business at HOPE & MAIN's Premises under a name other than its legal name (e.g., by accepting mail under that other name or by using that other name on the sign on its workspace entry, etc.), Licensee agrees to register such name with the proper local governing authority.
17. **SUBORDINATION.** The Agreement shall be subject and subordinate to any and all leases, mortgages, deeds, management agreements and other instruments in the nature of a lease, mortgage, deed or management agreement, existing now or at any time hereafter, a copy of such shall be furnished to Licensee at Licensee's written request, a lien or liens on the property of which the workspace is a part, and the Licensee shall, as requested by HOPE & MAIN, promptly execute and deliver such written instruments as shall be necessary to show the subordination of the Agreement to said lease, mortgage, deed, management agreement or other such instruments in the nature of a lease, mortgage, deed, or management agreement. Termination of HOPE & MAIN's lease or management agreement with the owner of the Premises will terminate the Agreement and all of HOPE & MAIN's and Licensors' obligations to the Licensee.
18. **CONDEMNATION.** If the Premises are destroyed by fire or other cause such that the owner of the building determines not to rebuild the same or exercises any right it may have to terminate the governing lease, the Agreement shall expire at such time as HOPE & MAIN's interest in the Premises is terminated and Licensee thereupon shall surrender its workspace to HOPE & MAIN and shall pay all charges through the time of such termination. If such owner shall decide to restore or rebuild the building, and HOPE & MAIN's interest in the Premises is not terminated, the Agreement shall remain in full force and effect; however, the charges payable hereunder shall be abated in proportion to the time in which Licensee has been deprived use of its workspace. In no event shall HOPE & MAIN be liable to Licensee for any loss or damage occasioned by such fire or other cause. If the whole or substantially the whole of a building in which your workspace is located is condemned or taken in any manner for any public or quasi-public use or purpose, the Agreement shall cease and terminate as of the date of the taking of possession for such use or purpose. If less than the whole or substantially the whole



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of such building shall be so condemned or taken, whether Licensee's workspace is affected, then HOPE & MAIN may, at its option, terminate the Agreement as of the date of the taking of possession of such use or purpose by Notice to Licensee. Upon any such taking or condemnation and the Agreement continuing in force, the fees payable by the Licensee hereunder shall be abated in proportion to the time in which Licensee has been deprived use of its workspace. Licensee shall have no claim arising from any such taking and, without limitation, no claim against any proceeds paid on account of such taking.

19. TERMINATION.

- a. *By Licensee:* One of the benefits of our offering is to give you the flexibility to be able to terminate this license on short notice if your needs change. HOPE & MAIN requests that you provide as much informal notice as possible of any planned termination of the use of our services. Giving us an idea of your future will not prejudice your access to current services and may allow us to introduce you to alternative options. Over and above any informal conversations you may have with us, you agree to provide HOPE & MAIN at least 30 days' advance formal definitive written notice of termination of the Agreement ("Termination Notice") as well as of any material reduction of your use of space or services under the Agreement.
- b. *By HOPE & MAIN:* In addition to the termination provisions contained elsewhere in the Agreement, HOPE & MAIN may also terminate the Agreement, including but not limited to the Licensee's access to the Premises, immediately at any time after the following: (a) Upon ten (10) calendar days following notice of delinquency of the Licensee's failure to pay any charge or other sum due under the Agreement; (b) Licensee shall breach and/or default in the observance or performance of any other of the Licensee's covenants, agreements, or obligations hereunder and such default shall remain uncured after ten (10) calendar days following notice of the same; or (c) Licensee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Licensee's property for the benefit of creditors; or Licensee makes a material mis-representation to HOPE & MAIN. Further, HOPE & MAIN may, at its sole discretion and without cause, terminate this Agreement by providing at least 30 days advance formal definitive notice of the termination to Licensee.

20. NOTICE. Notice shall be defined as any notice that is delivered in writing, either by hand, by e-mail, or by physical mail to one or more responsible Parties at the Licensee, if there is a reasonable record kept thereof as relating to both the date of the communication and as to the content thereof. Such a reasonable record can include printed or electronic copies of said communications. Any notice under the Agreement that is sent by mail shall be deemed received, if properly addressed, three (3) days after any such notice is sent by certified or registered mail. Any notice under the Agreement that is sent by e-mail shall be deemed received, if delivered to the address reasonably believed by HOPE & MAIN as being that of a responsible Party at the Licensee, three (3) days after any such notice is sent, provided that no automatic response has been received from the recipient's e-mail system indicating non-receipt of the email message or unavailability of the recipient. No oral communication shall be deemed a notice under the Agreement.

21. HOLDOVER. Should Licensee fail to remove its effects and vacate HOPE & MAIN's Premises following the termination of the Agreement, Licensee will be obligated to pay HOPE & MAIN 200% of its regular rates, pro-rated by days, until the date Licensee vacates HOPE & MAIN's Premises.

22. SURRENDER. Licensee shall, prior to the expiration or other termination of the Agreement, promptly surrender to HOPE & MAIN possession of kitchen space, storage, and other spaces on the HOPE & MAIN Premises upon termination of the Agreement and remove all their property, goods, and effects from HOPE & MAIN's Premises. Licensee shall deliver to HOPE & MAIN all keys and access cards thereto. Improvements and fixtures permanently affixed to the HOPE & MAIN's Premises shall become property of HOPE & MAIN



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and may not be removed upon departure without express permission from HOPE & MAIN. If any property remains in the Premises after termination for any reason, it shall be deemed that it was Licensee's intent that it becomes the property of HOPE & MAIN, to use, sell or dispose of as it sees fit.

23. **DISPUTES.** HOPE & MAIN and Licensee mutually agree that any controversy or claim arising out of or relating to any aspect of the Licensee's relationship with HOPE & MAIN, or HOPE & MAIN's affiliates, or their respective officers, employees, agents, landlords, other Licensees or property manager, whether directly related to the Agreement or not, and whether arising before or after the date of the Agreement, which could have been brought in a court of law, shall be deemed a dispute that HOPE & MAIN may (or may not), at its sole discretion, submit for arbitration before the American Arbitration Association and subject to the applicable rules of the American Arbitration Association.
24. **HOPE & MAIN-COLLECTED DATA.** The HOPE & MAIN community is unique, and its dynamics have garnered interest for the purpose of studying the nature of work, economic development, business formation and growth, etc. Licensee hereby grants HOPE & MAIN the right to employ such data as HOPE & MAIN may collect about Licensee for these purposes, provided that no personally identifiable data relating to the Licensee, or its Parties shall be published without Licensee's prior written consent.
25. **IMAGE CAPTURE.** HOPE & MAIN policy prohibits anyone from capturing images showing people or Licensee property within private work areas without advance permission.
26. **EMERGENCY PROCEDURES.** Licensee management should inform all their employees of the life safety policies and emergency procedures of the buildings it uses and conduct periodic training regarding the same. While HOPE & MAIN's employees and employees of HOPE & MAIN's other Licensees may be available to help in the event of an emergency, Licensee's management should be aware that these individuals are not trained safety professionals and cannot be relied upon to provide error-free assistance.
27. **MISCELLANEOUS.** HOPE & MAIN and Licensee agree that any oral discussion regarding modifying the Agreement shall be deemed by both Parties to be exploratory in nature and shall be binding on the Parties only when reduced to writing and acknowledged in writing by both Parties as agreed. This shall be the case even if one or both Parties begin to operate based on an oral discussion as though such discussion represented a definitive agreement. "In writing" shall include agreements reached and acknowledged by email, wherein stored electronic copies of emails shall be considered adequate evidence of said agreement. Failure of either Party to enforce any provision of the Agreement shall not constitute a waiver of that term of the Agreement, and such provision may be enforced later, at any time, without prejudice. If any provision or provisions of the Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties agree that the interpretation, instruction, and enforcement of this contract shall be governed by the laws of the State of Rhode Island. The Parties have selected Rhode Island law for reasons including: (i) HOPE & MAIN's having its headquarters and place of organization in Rhode Island, and (ii) ensuring predictability and uniformity in interpretation, instruction, and enforcement of this contract where licenses and privileges granted hereunder may involve Premises in more than one state. Exclusive venue for any action brought in connection with the Agreement shall be in the State of Rhode Island. If HOPE & MAIN is required to bring any action for the enforcement of any of the terms of the Agreement, and is successful in such actions, Licensee, in addition to all other payments required herein, shall pay all costs and reasonable attorney's fees for any actions brought by HOPE & MAIN.

LICENSEE INITIALS:

DATE:



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CONFIDENTIALITY AGREEMENT

A. General Prohibition

Licensees and their employees, contractors or agents may acquire confidential information by virtue of their affiliation with HOPE & MAIN. It is the policy of HOPE & MAIN that such information must be kept confidential both during and after their time at HOPE & MAIN. Confidential information may not be: (1) disclosed outside of HOPE & MAIN or shared with other Licensees without appropriate authorization from the HOPE & MAIN Executive Director or the Licensee who owns or is the subject of such information; or (2) used for personal gain or for the benefit of a third party. This policy is not intended to prevent disclosure where disclosure is required by law. In addition, Licensees who acquire confidential information by virtue of their affiliation with HOPE & MAIN are expected to exercise reasonable care to avoid the inadvertent disclosure of such confidential information both during and after their time at Hope & Main.

B. Definition of Confidential Information

For the purposes of this agreement, the term “confidential information” means any and all proprietary non-public information, whether written, oral, or contained on audio tapes, video tapes or computers, concerning (1) the business, operation or financial condition of HOPE & MAIN, or (2) the business, operation or financial condition of HOPE & MAIN’s Licensees, that HOPE & MAIN or its Licensees are under an obligation to keep confidential, and that is maintained by HOPE & MAIN or its Licensee as confidential. “Business, operation or financial condition” includes, but is not limited to, recipes, formulas, databases, processes, know-how, techniques, drafts of publications, market research, designs, sales techniques, customer lists and/or customer information, business plans, financial information, revenue models, personnel information, or human resource activities. Confidential information includes materials marked as confidential as well as materials that one would reasonably expect to be proprietary non-public information based upon the information then available to you.

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