

**APPROVED BY EDA 1.19.16 Reviewed by City Attorney
Byron Economic Development Authority**



This Thinktank Agreement (“Agreement”) is entered into agreement on this ___ day of _____, 20___ (“Effective Date”), between the Byron Economic Development Authority with an address located at 680 Byron Main Court NE, Byron, MN 55920 (“BEDA”) and _____, a member of the public, with an address located at [_____] (“Member”). BEDA and Member may be referred to throughout this Agreement individually as “Party” or collectively as “Parties.”

Under this Agreement, Member is permitted to use the thinktank located in the lower level of Byron City Hall located at 680 Byron Main Court NE, Byron, MN 55920 (“City Hall”) for the following: [_____]. For the purposes of this Agreement, “thinktank” shall include the designated co-working space, common entrance, restrooms, and the break room. Member may request use of the larger, common area of the lower level of City Hall, but BEDA reserves the right to allow use on a case-by-case and first-come-first served basis.

- I. **TERM.** Member may use the thinktank beginning on _____, 20_____, and such use shall continue month-to-month until either Party terminates this Agreement, subject to Section II of this Agreement.

- II. **TERMINATION.** In the event Member decides to terminate or discontinue use of the thinktank, Member shall provide BEDA, through the Byron City Hall staff, with Member’s written intent to vacate thirty (30) days prior to termination. At no time shall Member be reimbursed for unused days. In the event that Member is found to have permitted any unlawful, hazardous or unsafe activity to occur in the thinktank, BEDA shall retain the right to terminate this Agreement immediately and without notice.

- III. **FEE.** Member shall pay BEDA a daily fee of \$10.00 or a monthly fee of \$100.00, made payable to BEDA prior to the use of the thinktank. If Member pays a monthly fee, such fee is due no later than the fifth (5th) day of each month. Members shall either hand-deliver the fee to the front desk of City Hall or mail the fee to BEDA at 608 Byron Main Court NE, Byron, MN 55920.

- IV. **USE.** Member shall use the thinktank only for office-related work on a first-come, first-served basis. Member shall not use the thinktank for the purpose of storing, manufacturing, or selling flammables, chemicals, items, things, or devised or any other inherently dangerous substance. Member shall not permit any unlawful activity to occur while using the thinktank. Member shall perform their tasks in a reasonable, professional manner, so as to not cause disruption to other members.

- V. **HOURS.** Monday through Thursday 7:30AM to 4:30PM. Friday 7:30AM to 1:30PM. The building will be closed at 3pm on New Year's Eve, closed all day New Year's Day, Martin Luther King Day, Presidents' Day Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, half day on Christmas Eve and Christmas Day.
- VI. **ASSIGNING USE.** The Member shall not assign or share the rights of use under this Agreement.
- VII. **REPAIRS.** The Member shall submit a request, in writing, to the City Hall front office staff if Member sees a necessary repair.
- VIII. **ALTERATIONS AND IMPROVEMENTS.** Member shall not alter the thinktank by hanging items on the walls or leaving items behind. No signs or advertisements shall be permitted at the thinktank. If Member has an improvement suggestion, Member may submit the idea, in writing, to the City Hall front office staff.
- IX. **INSURANCE.** Member agrees to have sufficient homeowners, business, or renters insurance to cover their activities within the thinktank. BEDA will not be responsible for personal property, business property, or business activities within the thinktank.
- X. **DAMAGE AND DESTRUCTION.** Member shall be responsible for any act of negligence that results in the need for repair of such defects.
- XI. **ENTRY.** BEDA, or City Hall staff, have the right to enter the thinktank area at any time; however, the entry may not cause unreasonable interference with Member's business.
- XII. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary, except for bodily injury of a person, BEDA and its suppliers (including, but not limited to, all equipment and technology suppliers), officers, affiliates, representatives, contractors, and employees shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability, or other theory:
- a. For error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology, or loss of business;
 - b. For any indirect, exemplary, incidental, special, or consequential damages;
 - c. For any matter beyond BEDA's reasonable control; or
 - d. For any amounts that, together with amounts associated with all other claims, exceed the fees paid by member to BEDA for the services under this Agreement

in the twelve (12) months prior to the act that gave rise to the liability, in each case, whether or not BEDA has been advised of the possibility of such damages.

I have read and understand the BEDA thinktank Agreement. By signing this document I agree to comply with the requirements as listed.

Representative of
Byron Economic Development Authority:

Member:

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Address: _____

Byron City Administrator

Phone Number: _____

Signature

Date

BEDA Workspace Agreement