



RADIUS co-working Membership Agreement

RADIUS provides shared workspace and resources at the Charles Chang Innovation Centre for social innovators and social entrepreneurs working to create a more just and equitable society. Housed within Simon Fraser University’s Beedie School of Business, RADIUS serves as a hub for entrepreneurial education and incubation, building a powerful network of ventures, programs and people embedded within the university and community.

Membership Features

RADIUS offers packages to support our cohort and member workspace needs.

All members receive the following RADIUS Hub benefits:

- Access to the space during operating hours (9-5:30 Monday - Friday, except holidays)
- Access to high-speed internet at the hot desk bar
- 2 hours of free meeting room booking per month
- Additional meeting room bookings at an accessible hourly rate as available
- Spontaneous use of small break out rooms and lounge space for group work
- Priority reservations for public facing education and networking events
- Discounts for public facing education and networking events
- Member benefits offers with our community partners including MODO car-share
- Use of the kitchen and lounge
- Secure bike lock up & shower facility
- Good coffee & good company

RADIUS offers the following packages for cohort participants and community:

COHORT COWORKING MEMBERSHIP (free benefit for cohort participants)

While participating in a cohort based program with RADIUS, members receive access to the basic community package outlined above free of charge. While participating in a RADIUS cohort, members can upgrade to permanent desk-rental packages or purchase additional meeting room packages a 20% discount.

COWORKING MEMBERSHIP

Members receive access to all the benefits outlined above for up to 10 days per month. Community membership includes 2 hours of small meeting room access per month. Additional meeting room time can be booked as outlined in the meeting room section of this document.

Fee Structure (introductory rates – subject to change)

Monthly	6 month-term (15% discount)
\$75	\$375



PERMANENT DESK MEMBERSHIP

Permanent desk members have exclusive use of their own desk in the RADIUS space. In addition to the basic member benefits outlined above, permanent desk members receive the following benefits:

- Exclusive use of their own desk
- 24-hour access to RADIUS space, seven days a week
- Use of mailing address and delivery
- Either 10 hours of small meeting room booking per month or 5 hours of small meeting room and 2 hour of large meeting room booking per month
- Additional meeting room time can be booked at an accessible hourly rate
- Right to store items in the space

Fee Structure

Monthly	6 month-term (15% discount)
\$250	\$1250

P/T DESK MEMBERSHIP

Part Time desk members have shared use of an allotted desk in the RADIUS space. Members have use of their desk two days/week and share their desk use with other part time desk member.

RADIUS offers a limited number of part time desk memberships based on availability. Members are encouraged to book their desk space a week in advance to ensure desk space is available at preferred times.

In addition to the basic member benefits outlined above, PT desk members receive the following benefits:

- Shared use of an allotted desk
- 24 hour access to RADIUS space, seven days a week
- Use of mailing address and delivery
- 5 hours of small meeting room booking per month
- Additional meeting room time can be booked at an accessible hourly rate
- Right to store one office box of items in the space

Fee Structure

Monthly	6 month-term (15% discount)
\$150	\$750



MEETING AND EVENT RENTALS

Members can use RADIUS meeting spaces during operating hours, based on availability, and within the limits of the terms of use. Members are given access to the online booking system. After hours, event rental and full day bookings will be considered on a per-request basis by RADIUS management.

Meeting Room & Event Bookings

In addition to the meeting room hours included in a RADIUS membership, members can book additional meeting space to suit their needs. Bookings are available hourly. Members are limited to three meeting room booking hours/per day, unless otherwise arranged with management.

HOURLY MEETING ROOM FEE STRUCTURE

Members can makes use of meeting spaces during operating hours, at the following hourly rates. Note that room bookings exceeding a member’s monthly benefits will be charged at these hourly rates.

Fee Structure (Hourly)

Small Meeting	Large Meeting	Event Space
\$25	\$50	\$450

PLUS +10 PACKAGE

Members can pre-purchase 10 hour monthly bundles of small meeting room bookings, at a discount from the hourly rental rate.

Fee Structure (Hourly)

Monthly (10% discount)	6 Months (15% discount)
\$225	\$1275

SPECIAL BOOKINGS (AFTER HOURS, WHOLE OFFICE & FULL DAY BOOKINGS)

After hours, event rental and full day bookings can be requested through RADIUS management. RADIUS is committed to supporting our member community and will try to accommodate these requests at an equitable rate. To inquire about special bookings, please contact the office coordinator.



Member Plans and Benefits

Please indicate here the membership plan and additional benefits you would like to purchase.

- 1 WEEK TRIAL - Access for 5 consecutive working days during business hours

MEMBERSHIP PLANS

- COHORT MEMBERSHIP – free for the duration of cohort program
- COWORKING MEMBERSHIP – monthly - \$75/month
- COWORKING MEMBERSHIP – 6 month term - \$375
- PERMANENT DESK MEMBERSHIP – monthly - \$250
- PERMANENT DESK MEMBERSHIP – 6 month term - \$1250
- PART-TIME DESK MEMBERSHIP – monthly - \$150
- PART-TIME DESK MEMBERSHIP – 6 month term - \$750

ADDITIONAL BENEFITS

- PLUS +10 – monthly - \$225
- PLUS +10 – 6 month term - \$1275

PAYMENT

Membership fees are due at the beginning of each month. Unpaid accounts will accrue interest at a rate of 5% monthly after 30 days unpaid.

Payment must be made by cheque. Members will be notified as electronic payment methods become available.

Please make **cheques payable to Simon Fraser University** and mail or deliver payment to the RADIUS office coordinator.

In addition to the membership fee, all members are required to pay an initial **key fob deposit of \$25**. Members will be reimbursed for this deposit at the conclusion of their membership term, upon returning their key fob in working condition. Key fob deposits must be paid in cash.

Rent Mailing address: RADIUS, #200 - 308 West Hastings, Vancouver, BC, V6B 0P7



Terms of Use (TOU)

RADIUS (AKA *Simon Fraser University*) is housed within Simon Fraser University. This agreement and these Terms of Use apply the name "RADIUS" to the entity RADIUS and the broader institution Simon Fraser University.

Please contact us at community@radiusfu.ca with any questions about the terms of use.

1. Acceptance of Terms.

The services RADIUS provides the undersigned, including but not limited to use of office space and access to Internet, are subject to the following Terms of Use ("TOU").

RADIUS reserves the right to update the TOU at any time. RADIUS will attempt to notify members of any updates within 30 days of enactment using the contact information provided in the Membership Agreement.

In particular, RADIUS will review these terms of use and release updated terms on November 30th2016, after a three-month trial period.

2. Description of Services.

RADIUS may provide you with access to office space, work stations, Internet access, office equipment, conference space, knowledge resources, and other services (collectively, "Services"). The Services at all times are subject to the TOU.

3. No Unlawful or Prohibited Use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any RADIUS or Simon Fraser University server, or the network(s) connected to any RADIUS server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any RADIUS server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

4. Use of services.

You agree that when participating in or using the Services, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through RADIUS Services;



- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise)
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- Restrict or inhibit any other user from using and enjoying the Services;
- Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules for 14896 Tamiami Trail, North Port, FL
- Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- Violate any applicable laws or regulations; and
- Create a false identity for the purpose of misleading others.

5. Disclosure.

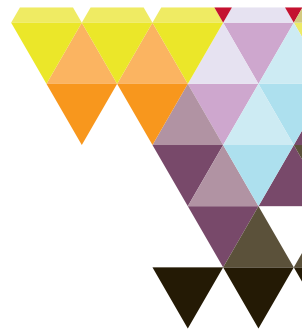
RADIUS reserves the right at all times to disclose any information about you, your participation in and use of the Services as RADIUS deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at RADIUS sole discretion.

6. Confidentiality.

You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by RADIUS or any participant or user of the Services or any employee, affiliate, or agent thereof that is nonpublic, confidential or proprietary in nature.

Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of RADIUS or RADIUS members; any analyses, compilations, studies or other documents prepared by RADIUS or RADIUS members derived in any manner from the Confidential Information; and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

Your participation in and/or use of the Services obligates you to



- maintain all Confidential Information in strict confidence;
- not to disclose Confidential Information to any third parties;
- not to use the Confidential Information in any way directly or indirectly detrimental to RADIUS or any participant or user of the Services.

All Confidential Information remains the sole and exclusive property of RADIUS or the respective disclosing party. You acknowledge and agree that nothing in this MOU or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of RADIUS, or any participant or user of the Services.

7. Participation In or Use of Services.

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that RADIUS does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

RADIUS is a dog friendly work space. Dogs will be allowed in the space so long as they are not disruptive to the work environment. If members develop serious allergies, this policy will be revisited to ensure the comfort of those affected. Members will promptly inform the RADIUS Operations Coordinator of any unpleasant interactions with a dog or its owner.

8. Disclaimer of Warranties.

To the maximum extent permitted by applicable law, RADIUS provides the services “as is”. RADIUS hereby disclaims with respect to the 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, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

9. Exclusion of Incidental, Consequential and Certain Other Damages.

To the maximum extent permitted by applicable law, in no event shall RADIUS 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 of 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 the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of RADIUS, and even if RADIUS 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 you.

10. Limitation of Liability and Remedies.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of RADIUS 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 under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual



damages incurred by you based on reasonable reliance up to ten dollars (USD \$10.00). The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. Termination.

The renter will inform RADIUS if the renter wishes to renew this agreement for the subsequent month at least 7 calendar days in advance. RADIUS will provide the renter with the opportunity of first refusal before renting out the renter's desk after the term of this agreement.

RADIUS reserves the right to terminate any Service at any time, immediately and without notice.

RADIUS further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU, including but not limited to, unpaid rent for 60 days.

12. Indemnification.

You release, and hereby agree to indemnify, defend and save harmless RADIUS and 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 and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by RADIUS or its respective officers and agents in connection with the defense of such claim or lawsuit.

14. Severability.

In the event that any provision or portion of this TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

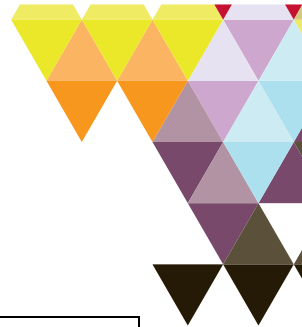
15. Insurance.

As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of RADIUS. The renter acknowledges that storage of their personal and business assets is at their own risk.

16. Payments

All membership payments are due on the first business day of each month. Initial payment due upon sign-up. RADIUS reserves the right to charge for services not included in a members plan, including but not limited to room bookings, event fees, printer charges. RADIUS further reserves the right to charge late fees and/or withhold services if payments are not received on time.

Member deposits are due at the time of sign up and will be refunded within 30 days of termination of membership, less any outstanding fees.



Primary Contact Information

NAME		COMPANY	
EMAIL		POSITION	
CELL		WEBSITE	
SKYPE		ADDRESS	

JOIN the RADIUS e-list to receive the RADIUS newsletter containing community events, publications, job listings and surveys? You may unsubscribe at any time.

YES! Send me valuable RADIUS email!

PUBLISH your name, company, position, and web site on our member directory and web site? Your personal contact information (phone, address, email) will be kept private.

YES! Share my company contact information with the RADIUS community!

SIGN BELOW to acknowledge that you have read and understood these terms.

YES! I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.

Signature: _____

Name: _____

Date: _____

Please print and complete this page for each member of your team who will be sharing space in the RADIUS hub.