



Gwinnett Entrepreneur Center MEMBER HANDBOOK

July 13, 2021



Table of Contents

GENERAL INFORMATION 2

MEMBERSHIP 3

CENTER FACILITY 8

FACILITY MAINTENANCE..... 14

APPENDIX: MEMBERSHIP AGREEMENT 15

GENERAL INFORMATION

What is the Gwinnett Entrepreneur Center?

The Gwinnett Entrepreneur Center, located in downtown Lawrenceville, is an entrepreneur and small business support facility operated by Gwinnett County Government. The Gwinnett Entrepreneur Center opened in 2021 and functions both as an education center and a business incubator, offering both in-person and online services.

Mission

The Gwinnett Entrepreneur Center seeks to support small businesses by mitigating the challenges they face during startup and growth, as well as proactively engaging with underserved populations, and in turn creating jobs, spurring innovation, and bolstering the local economy.

Services

To fulfill its mission, the Gwinnett Entrepreneur Center offers programs ranging from business education and coaching to connections to capital sources and customers, and it serves as a central portal for entrepreneurial resource networks.

Additionally, businesses accepted for membership are eligible (depending upon membership level) for workspace, conference and training room use, printing and copying, and a private mailbox. Members spend a designated time period with the Center completing a set of tasks, after which they receive a certificate acknowledging them as a graduate of the Center. See the Membership section for more details.

Handbook

This handbook is intended to give regional entrepreneurs and other interested parties an overview of the Center, as well as provide members and their employees with a detailed set of policies and procedures they must adhere to in order to establish and maintain membership. It may be revised at any time by the County, and the current version will be available on the Center website, GwinnettEntrepreneurCenter.com. A current hardcopy version will be kept in the center manager's office for reference as well.

Center Management

Gwinnett County has partnered with Georgia Gwinnett College to operate and staff the Gwinnett Entrepreneur Center in close collaboration with the County. The Center is managed by a three-person team composed of a center manager and center director, both GGC employees, as well as a representative from the County's Office of Economic Development (collectively, the management team).

Location/Hours

The Gwinnett Entrepreneur Center is located at 405 North Perry Street in Lawrenceville, Georgia. The center is a 24/7 operation providing secure access to Resident Members. Regular administrative hours are Monday through Friday, 8:00am to 5:00pm.

Contact us

Website: GwinnettEntrepreneurCenter.com

Email: gec@gwinnettcountry.com

MEMBERSHIP

Membership is not permanent. Each new Member will sign a Membership Agreement that includes a Graduation Plan with milestones that must be met in order to maintain membership. At the completion of the Graduation Plan, the membership will end, and the Center will invite a new applicant to become a Member replacing the outgoing graduate.

Membership is based on the applicant's fit with the mission and community culture of the GEC. The culture includes a willingness on the part of Members to engage with the Center community by participating in events, activities, and mentor interaction opportunities.

Please refer to the Center website for a chart of the current benefits and dues.

Resident Member

Resident Members reside in the Center and are assigned workspace from among the following categories: One-, two-, or three-person office, dedicated coworking desk, or coworking hot desk. Hot desks are first come, first served each day. Office and desk assignment is at the discretion of the Center Management team based on availability and best fit.

Affiliate Member

Affiliates are businesses that do not have assigned space in the Center but do receive certain Member benefits.

Opportunity Program

Both Resident Members and Affiliate Members may, if they wish, be considered for the Center's Opportunity Program. The Opportunity Program assists Members who face financial challenges by reducing their dues 50%. An applicant may be eligible for the Program if their household income falls below levels set by the Office of Housing and Urban Development, given household size:

HOUSEHOLD SIZE	MAXIMUM INCOME LIMITS
1	\$48,320
2	\$55,200
3	\$62,080
4	\$68,960
5	\$74,480
6	\$80,000
7	\$85,520
8	\$91,040

Effective Date: April 1, 2021

The online membership application form (found on the Center website) contains a section on how to apply for the Opportunity Program.

Graduation Plan

During a member's application and onboarding period, the Center staff will work with the member to develop a customized graduation plan suited to the member's business. The plan will list a set of tasks, goals, milestones, and other activities that the member must adhere to in order to maintain membership and to graduate from the Center with a graduation certificate. In addition to this activity, the plan will include an estimated duration for the member's time in the Center.

The goal of the graduation plan is to provide the member with a roadmap for success at either a startup or growth phase in the life of the member's business. Based upon ongoing evaluation of the member's progress, the Center staff may elect to reduce or add to either or both the member's activities and time period with the Center. The member will play an active part in creating and adjusting its plan, but the Center will have the final determination on the member's graduation date and its plan tasks.

Eligibility & Qualifying Criteria

The management team will determine which applicants are invited to become Members after reviewing their applications and conducting interviews, but as a starting point, membership will be contingent upon the following criteria and conditions:

- Available space
- Applicants must be Gwinnett residents.
- If the Center is not the member's business address, then the member's business address must be in Gwinnett. (Example: a manufacturer whose owner is a member and works in the Center, while the business address is a factory in the County.)
- The member must possess an active business license from Gwinnett County or a city in Gwinnett if the member's business address is located within a city.
- The Center is a mixed-use incubator, meaning there is no one specific industry sector that is accepted into the program. However, given that a key goal of the Center is to create jobs, the staff will be looking for Resident Member applicants who demonstrate growth potential on their applications and during their interviews. Affiliate Members are not required to demonstrate job creation potential.
- The Center actively seeks business owners who qualify under the Opportunity Program.

Non-Eligible Companies

Businesses ineligible for membership include nonprofit organizations, businesses debarred or suspended from conducting business with county, state, or federal government, publicly traded companies, multilevel marketing, gambling establishments, pyramid investments, real estate investment trusts (REITS), adult entertainment, and (for members located in the Center only) retail or service businesses that require a high volume of customer walk-in traffic on a daily basis.

Member Admission Procedure

1. Entrepreneurs seeking to be a member should carefully read this entire handbook to ensure they want to proceed.
2. Complete the online application available at GwinnettEntrepreneurCenter.com.
3. The Center staff will contact applicants who are selected for an in-person interview.
4. Interviewees will meet with Center staff to discuss their business and whether it is a fit for membership. The interview will include a tour of the Center.
5. If the applicant and the Center staff agree to continue, the applicant will be required to sign a Membership Agreement (see Appendix A) and to confer with the Center staff on a customized graduation plan. The County may change the form of the Membership Agreement at any time.
6. The Center will establish a date to begin the new member's services, including any assigned workspace, and set up its payment of dues.

IT Usage

Members may not use the Center services in any manner that could damage, disable, overburden, or impair any Center server or network(s) connected to any Center server, or interfere with any other party's use and enjoyment of any Center services. Members may not use the Center services in any manner that would violate any federal or state law, local ordinance, or any other applicable rule or regulation. Members may not attempt to gain unauthorized access to any Center services, or accounts, computer systems or networks connected to any Center server or to any of the Center services, through hacking, password mining or any other means. Members may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Center services.

Failure to adhere to these IT Usage policies may result in immediate removal from the Center.

Expectation of Members

- Participate in regular meetings with the center manager to evaluate the status of the graduation plan.
- Provide all requested documentation pertinent to business planning and benchmarking of member progress. The Center tracks certain data on its clients for County purposes as well as compliance with certain federal regulations. The members are expected to provide the information requested during their membership and are strongly encouraged to provide information requested after their graduation as well. The success of the Center will depend in large part on tracking the success of its clients. The Center will periodically survey its members and other clients to gather the data it needs.
- The Center should not be thought of merely as a source for office space. It is intended to be a community of learners who help each other succeed. Business owners who are not interested in being part of a community would not be a fit in the Center and are discouraged from applying.
- Participate in Center networking events with other members, community entrepreneurs, or special programs designated by the Center.
- Offer suggestions and feedback to the Center staff.
- Be considerate of fellow members with regard to noise, use of common areas and equipment.
- Accept that any destruction or theft of the Center or fellow member property will result in immediate dismissal from the Center and connections to all services offered and may warrant criminal prosecution.
- Provide a credit or debit card for automatic monthly payments or arrange for ACH transfers. All fees will be debited to credit/debit card on file on the first of each month or next business day.
- Escort their guests and be responsible for the actions of those individuals.

Member Employment Standards

Members, members' employees, and subcontractors where applicable, shall comply with all provisions and requirements of any applicable statutes, laws, ordinances, and governmental rules and regulations governing employment including, without limitation any federal or State of Georgia labor law, Workers' Compensation Law, Unemployment Insurance Law, the Georgia Security and Immigration Compliance Act, the Immigration Reform and Control Act of 1986, the National Labor Relations Act, the Fair Labor Standards Act, and the Civil Rights Act of 1964, as amended. Members are required to maintain documentation on file related to applicable laws as it affects individual employees and subcontractors.

Insurance

The Center is not responsible for the safety of any member business, employee or personal property. It is strongly encouraged that all resident members obtain an insurance policy to cover the member's property while at the Center.

Resident Members are required to obtain business General Liability Insurance of at least \$2,000,000 (\$1,000,000 per occurrence) and must provide a copy of the certificate annually to the center manager to be maintained in the member file. Gwinnett County must be included as the "Co-Certificate Holder."

CENTER FACILITY

Security

Access will be provided to Resident Members via an access card, smart phone app, or similar tool, at the County's discretion. The access tool is not transferrable and is only to be used by the assigned member. Possession of the tool by a person who is not the assigned, registered member may result in the tool being disabled for the safety of other members. Member guests should always be accompanied by the member or one of its employees. Lost or stolen access tools must be reported to the center manager immediately. The County may charge a fee to replace lost or stolen access tools.

Security is maintained by video and alarm systems throughout the facility. All exterior entrances should be kept closed and locked at all times. Please notify staff if exit doors are left open at any time. In the event of any suspicious activity, call 911.

All administrative areas (manager office, storage) can only be unlocked by Center staff.

Members must not provide access to customers, visitors or other members who do not have access tools at any of the entrances after regular administrative hours without prior approval from the center manager.

Guests

Members are responsible for their guests at all times. Guests should be accompanied into and out of the Center by the member.

Facilities/Equipment

Amenities at the Center include:

- 24/7 secure access
- Furnished Offices
- Lockers
- Conference/Meeting Rooms
- Training Room
- Audio/Visual Equipment
- Break Room Services
- Copier/Scanner/Printer/Fax Equipment
- Color Laser Printer
- High Speed Internet & Wi-Fi Connectivity

Promotional Displays

Space will be provided in the Center lobby to display any promotional material for Member businesses. All companies participating in the program, will be mentioned on the County website.

Office Equipment Policies

The copier/printer is available for use by members according to their membership level. Any usage beyond that will be billed at the rates set forth on the Center's website. Center staff will provide one-time set up of member computer systems to network with the Center's machines. Subsequent technical assistance necessary for all printers/copiers shall be

requested directly to the provider at the cost of the individual member. *The Center does not take responsibility for incompatibility of member computer systems to Center equipment.*

Each Resident and Affiliate Member will be provided a secure access ID and passcode for both the copier/printer use. The Center will provide only 8½ x 11 white copy paper and toner for the printer. Members must furnish their own color or specialty papers and any other material necessary.

Phone Booths

The Center is equipped with four private phone booths. Members and guests are encouraged to use them for extended calls in order to hold down noise and disruption in the common areas. Members should also take advantage of the booths for confidential calls.

Rights and Remedies

The Center reserves the right to:

- Monitor any and all incoming/outgoing data usage from its members.
- Schedule routine network maintenance. All members will be notified before any scheduled maintenance is performed.
- Prohibit the installation of their own wireless router without express written permission of Center staff beforehand.
- Suspend and/or terminate a member's service at any time for any material failure of the member, its representatives or its users to comply with these handbook policies, the Member Agreement or for engaging (or permitting others to engage) in a prohibited activity as determined by the Center, in its reasonable discretion.
- Deny all traffic from known IP address blocks that support indiscriminate port scanning programs, or other unlawful activity, for the purpose of preserving the Center's system and network resources.
- Implement technical mechanisms to prevent a prohibited activity. In addition, the Center reserves the right to charge the member administrative costs associated with the prohibited activities of the member including, but not limited to, recovery of the costs of identifying offenders and removing them from or discontinuing provided service, in an amount equal to the Center's actual expenses incurred in preventing or responding to such activity. It is required that all Center network users maintain up to date and reliable anti-virus and spyware protection installed on all member computers.

Nothing in this handbook limits the Center's rights and remedies in any way with respect to any prohibited activity.

Prohibited Activities

It is contrary to the Center policy for any of its members to effect or participate in any of the Activities referenced below (whether actual or attempted and whether directly or indirectly) through a Center service. Each of the following Prohibited Activities constitutes abuse of the Center's services, network and facilities:

1. Sending unsolicited commercial messages or communications in any form (SPAM);
2. Falsifying user or other service-related information, including, but not limited to, intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return mailing and Internet protocol addresses, provided to the Center or the Center's members, or engaging in any activities or actions intended to withhold or cloak customer's or its end users identity or contact information;
3. Engaging in any other activity that: violates a law or regulation (including, but not limited to, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights); threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of worms, viruses and other malicious codes and accessing any device or data without proper authorization); attempts to use the Center services in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage; otherwise degrades or interferes with other users' use of a service; breaches a third party non-disclosure agreement or obligation, or violates generally accepted standards of Internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorized system penetrations.

Mail/Shipping

Incoming Mail

Mailboxes for members are outside near the Center entrance. Mail is delivered there by the U.S. Postal Service. Any issues with delivery should be directed to the Postal Service.

Couriers (Fed Ex, UPS, etc.) In most cases packages will be signed for by Center staff and held until retrieved by the member.

Outgoing Mail

Members will be responsible for their own outgoing mail which may be placed in the outside mailbox.

Shipping

The Center does not provide shipping services. Members must coordinate in/outbound shipping directly with shipping/courier services.

The Center staff is not responsible for the security, quality, or condition of any items delivered.

Facility Usage

Members must leave all rooms as they were found, returning furniture and equipment to their original locale, and putting all trash in receptacles. Members may not hang photographs, paintings, signs, or any other type of wall hanging anywhere in the Center, including offices, without prior written approval of the center manager.

Break Room

All Members may use the break room. Coffeemakers are available, but members must supply their own coffee. Microwave, toaster, coffeemakers, icemaker, and dishwasher are available as needed.

Members may place food in the refrigerator for daily use. It is recommended that members place their names on food items to prevent "community sharing." Please discard any items that may be left for extended periods to prevent spoilage. Staff will clean refrigerator regularly and any seemingly spoiled/outdated items will be discarded. Please clean counters, tables and floor in the event of spills. Cleaning supplies are available in the cabinets.

Conference and Training Room Policies

Conference rooms are available for business, education and government purposes, and are not available for private parties, religious or political activities or entertainment purposes. The center manager will provide members with a reservation system.

1. Users of all rooms take full responsibility for accidents, loss or damage of property.
2. After use of the rooms, please return chairs and tables to the regular position.

3. Visitors using the meeting room(s) are restricted to the actual meeting facility and rest rooms.
4. Turn off all lights after use.
5. If guests are using the rooms after regular business hours, they must be escorted by a member into and out of the Center. The member is responsible for the guest.
6. Trash must be emptied into outside trash receptacle. Clean up all spills and litter. A vacuum is available from the center manager.
7. Use of the training room by members must be complimentary for attendees.
8. Room usage not to exceed two hours for each occurrence without prior approval.
9. Monthly allotment is based on membership level and is non-transferrable.

Failure to adhere to any of the above conditions may result in the loss of future room usage.

Food & Beverages

Members are welcome to serve beverages and food at hosted meetings, but they are responsible for the preparation, serving, and clean-up.

Parking

Free parking is provided for members and guests. Additionally, a City of Lawrenceville lot with free parking is a short walk from the Center at the corner of North Perry Street and Born Street. The Center is not responsible for the safety of vehicles or their contents.

Pets & Children

The Center prohibits pets inside the building, with the exception of registered service animals. The Center welcomes our members having family in the facility as necessary, however, we ask that the member be respectful of other members and maintain reasonable activity and noise levels.

Please do not allow children to wander the building unattended for any purpose so as to control security, and limit liability and disruption to Center activities or other members. Please ask your customers of all ages to respect the facility and all furnishings and equipment, including not using the copy machine unless supervised.

FACILITY MAINTENANCE

Non-Smoking Facility

The GEC is a non-smoking facility. Members are responsible for ensuring that its employees and guests do not smoke in the building or within 30 feet of any entrance, at any time. If the member's employees or guests smoke on the property, even outside of the 30-foot boundary, the member is responsible for ensuring that debris is disposed of properly.

Janitorial Services

The common areas of the Center are provided janitorial service. Please assist in picking up and cleaning after yourselves as you use the various Center facilities. Janitorial service will not be provided for member's offices. Members are responsible for maintaining clean office spaces. A vacuum is available from the center manager and cleaning supplies are available upon request.

Signage

The Center will provide all signage for the building. A directory in the Lobby is updated regularly showing the member companies. Members are prohibited from placing signs on the Center property unless provided written permission from the Center staff. Temporary directional signs may be placed at the entrances for the period of an event once approved by the center manager.

Supplies

The Center does not provide office supplies other than copier/printer paper. If you have a singular supply need in an emergency, please ask the staff for assistance.

APPENDIX: MEMBERSHIP AGREEMENT

GWINNETT ENTREPRENEUR CENTER MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT dated this _____ day of _____, 20__ (the "Effective Date") is by and between Gwinnett County with offices at 75 Langley Drive, Lawrenceville, GA, (the "County") and _____ (the "Member").

IN CONSIDERATION OF the County providing certain workspace and services to the Member, and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Agreement (the "Parties") agree as follows:

A. DEFINITIONS

When used in this Agreement, the following expressions will have the meanings indicated:

- 1. Center or GEC** – The Gwinnett Entrepreneur Center is a facility at 405 North Perry Street, Lawrenceville, Georgia, that will offer educational and business development support services and workspace for regional entrepreneurs and businesses operating at or with the support of the Center.
- 2. Center Manager** – The individual designated by the County to maintain the day-to-day operations of the Center.
- 3. Confidential Information** -- All information, in whole or in part, that is disclosed by the County or any participant or user of the GEC services or any employee, affiliate, or agent thereof that is nonpublic, confidential or proprietary in nature.
- 4. Member Handbook or Handbook** – A collection of policies and procedures applicable to GEC operations, as revised from time to time.
- 5. Graduation** – Completion of Graduation Plan by the Member
- 6. Graduation Plan** – A plan with milestones that the Member must achieve in order to maintain membership. The Member's customized plan, which may be amended by the Center staff during the term of this Agreement, is set forth in Attachment B.
- 7. Member Guest or Guest** – Any person invited by the Member to enter the Center as a guest.
- 8. Benefit Start Date** – The date, set forth in Attachment A, upon which the Member will begin receiving the benefits under this Agreement.
- 9. Opportunity Program (OP)** – A program offered by the Center for members facing financial challenges. If the Member is admitted to the OP, such designation will be noted on Attachment A.

Terms and Conditions

1. Membership Levels

The Center offers a variety of membership levels, which are set forth in Attachment A, along with the Member's designated level of _____ under this Agreement.

2. Member Benefits

The Member will receive benefits and services under this Agreement commensurate with the Member's membership level, as described in the Member Handbook, Center website, Attachment A, and the Member's Graduation Plan.

3. Member Obligations

- a. **Dues & Fees** – The Member will pay membership dues as set forth on Attachment A, beginning on the Benefit Start Date. Membership dues are payable the first day of each month. Fees are due within 30 days of receipt of an invoice. If the Benefit Start Date falls on any day other than the first day of the month, the dues for that month will be prorated and payable upon the first day of the following month. The Center may revise its monthly dues at any time during the Member's time as a Member, but the Member's dues will remain as set forth on Attachment A.
Additionally, the Member agrees to pay fees for copier/printer usage set forth on the Center website or obtained by the Member upon request to the Center Manager. The Center may in its sole discretion change the copier/printer usage fees at any time.
- b. **Invoicing and Payment** – The Member shall pay monthly dues and any assessed fees with a credit or debit card or ACH transfer. The Member may elect to provide a card number for the County to keep on file and automatically charge the Member's monthly dues, or the Member may pay manually each month. If any dues or fees are not paid when due, the County may charge interest at the rate of one and one-half percent (1.5%) per month on the amounts outstanding but in no event greater than the maximum rate permitted by law. The County may in its sole discretion elect to suspend a Member's membership as a result of delinquent dues or fees. Such suspension may result in barring the Member's access to the facility, including the Member's designated workspace.
- c. **Member Handbook** – The Member and its employees must comply with the policies and procedures set forth in the Member Handbook. The Handbook may be revised at any time by the County, upon which the County will provide an updated copy to the Member via

email. A current version of the Handbook will be maintained on the Center website and kept in the Center Manager's office for reference.

- d. **Access** – Access to the Center will be provided to the Member via an access card, smart phone app, or similar tool, at the County's discretion. Such access tool is not transferrable and is only to be used by the assigned Member and may only be used accordance with Member Handbook.
- e. **Data Reporting & Business Information** – The Member agrees to periodically provide certain business information to the County, including but not limited to information pertaining to revenues, hiring, employee compensation, etc., upon the County's request. In order to qualify as under the Opportunity Program the Member may be required to provide certain information to the County, including but not limited to a copy of the Member's most recent federal tax return. The County agrees to keep such information strictly confidential, and to only disclose such information on a "no names" basis as part of data aggregated with data from other members, except in cases where the County is required to provide any such information to a government agency or is required to provide the information to another party by law or court order. The Member acknowledges that aggregated data may be used and provided as necessary to comply with any applicable grant obligations of the Center. The Member agrees to allow the County to publish on its website and in its printed materials any pictures taken at GEC, including pictures of the Member's employees, along with a link to the Member's website.
- f. **Graduation Plan** – The GEC Management team will develop a graduation plan for the Member. The Member must follow the Graduation Plan to the satisfaction of the Center staff. The plan may be revised from time to time as determined by the County in its sole discretion.
- g. **Insurance** – Resident Members must carry general liability insurance in the amounts set forth in the Member Handbook and provide a certificate of such to Center staff. Additionally, Resident Members must sign a Workers Compensation waiver (Attachment C).
- h. **Member Employees** -- If employees of the Member make use of the Center services or space without signing this Agreement, the Member will be responsible for ensuring that they abide by this Agreement and the Member will be liable for their actions and any breach of this Agreement. The Member will provide a list of all such employees to the Center, along with copies of their identification.

4. **Term and Graduation Plan**

The term of this Agreement begins on the Effective Date and ends upon Graduation of the Member from the Center. The Member's Graduation Plan is attached as Attachment B. The

County decides in its sole discretion when the Member will graduate. Upon Graduation, the Member will vacate its designated space, remove all property from the GEC, turn over any building access cards to the Center Manager, and pay all dues or fees payable as of the Graduation date.

5. Use of Premises

- a. **No Tenancy** – The Member acknowledges that this Agreement creates no tenancy interest, leasehold estate or other real property interest in the Member’s favor with respect to the GEC space. The whole of the GEC space remains the County’s property and, in its possession, and control.
- b. **Member’s Business** – The Member will not use the GEC services or space for any purpose that is unlawful or prohibited by these terms, conditions and notices. The Member hereby represents and warrants that it has all requisite legal power and authority to enter into and abide by the terms and conditions of this Agreement and no further authorization or approval is necessary. The Member further represents and warrants that its participation or use of the GEC services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which the Member is a party.
- c. **Damage/Safety** – The Member must use best efforts to responsibly use all parts of the GEC shared space, its equipment, fittings, and furnishings. The Member must not alter any part of the GEC. The Member is liable for and will be billed for any damage caused by any of its employees or Member Guests. The Member will promptly notify the Center Manager of any damage, or of any situation that may significantly interfere with the normal use of the Center. The Member will comply with standards of health, sanitation, fire, housing and safety as required by law.
- d. **Vehicles** – Vehicles that the County in its sole discretion considers noisy, dangerous, or inoperable are not permitted in the Center parking lot and such vehicles may be towed away at the Member’s expense. Parking facilities are provided at the Member’s own risk.
- e. **Noise** – The Member will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Center Manager, disturbs the comfort or convenience of other members.
- f. **Non-Smoking Facility** – The GEC is a non-smoking facility. The Member is responsible for ensuring that its employees and Guests do not smoke in the building or within 30 feet of any entrance, at any time. If the Member’s employees or Guests smoke on the property, even outside of the 30-foot boundary, the Member is responsible for ensuring that debris is disposed of properly.

Additional Provisions

1. Termination

The County may terminate this Agreement at any time by giving the Member written notice. Additionally, if the Center staff has determined that the Member has fulfilled its obligations under the Graduation Plan and is ready to graduate from the Center, the staff will establish a Graduation date that will serve as the termination date of this Agreement. The Member may terminate this Agreement at any time by providing written notice to the County.

2. Effect of Termination

If this Agreement is terminated, the Member must promptly vacate the premises taking any of its personal property along, return any GEC property, and leave designated workspace clean. The Member must also return to the Center Manager any access cards in its possession. In the event the Member fails to remove its personal property within 10 days, the County may dispose of such property and is free from any all liability or claims related to the property.

3. Marketing & Promotion

The Member agrees that the County may use the name of the Member's business in marketing and promoting the Center, including listing the business name on the Center website and linking to the website of the business. Further, the Member agrees that the County may use photographs or videos in which the Member or its employees appear to market and promote the Center.

4. Transferability

This Agreement may not be transferred by the Member to any other party. The County may transfer the Agreement and its obligations under it at any time.

5. Property Insurance

The Member must arrange for any desired insurance for its property that it will bring into the Center.

6. Confidentiality

The Member acknowledges and agrees that during its participation in and use of the GEC services it may be exposed to Confidential Information and that it must (a) maintain all Confidential Information in strict confidence; (b) not disclose Confidential Information to any third parties; (c) not use the Confidential Information in any way directly or indirectly detrimental to the County or any participant or user of the GEC services. The Member acknowledges and agrees that nothing in this Agreement shall be construed as granting any

rights, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of the County or any participant or user of the GEC services. All Confidential Information remains the sole and exclusive property of the County or the respective disclosing party.

7. Indemnities

The Member releases, and hereby agrees to indemnify, defend and hold harmless the County, 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 Member's negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of GEC services. The Member further agrees in the event that it brings a claim or lawsuit in violation of this Agreement, it shall be liable for any attorneys' fees and costs incurred by the County or its respective officers and agents in connection with the defense of such claim or lawsuit.

8. Warranties

To the maximum extent permitted by applicable law, the County provides the services "as is" and with all faults, and 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.

9. Limitation of Liability

The County or its affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually shall not 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 the County, and even if the County has been advised of the possibility of such damages.

10. Severability

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

11. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia, as well as Gwinnett County, without regard to the jurisdiction in which any action or special proceeding may be instituted.

12. Notices

All formal notices must be in writing and are deemed received if delivered by US mail to:

To County:
Mark Farmer
Office of Economic Development
Gwinnett County
446 West Crogan Street, Suite 300
Lawrenceville, GA 30046

To Member:

13. Entire Agreement

This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF the Parties to this Agreement have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this ____ day of _____, 20____.

MEMBER

GWINNETT COUNTY, GEORGIA

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Set forth below are the membership levels offered by the Gwinnett Entrepreneur Center, along with the designated level for _____ (the "Member"), the Member's assigned workspace office or desk number, and its monthly dues schedule.

Attachment A: Membership Levels

Membership Level

- () Three-person Office
- () Two-person Office
- () One-person Office
- () Coworking Dedicated Desk
- () Coworking Hot Desk
- () Affiliate

Workspace Assigned

Office No.: _____ Desk No.: _____

Other Benefits

Mailbox No.: _____ Locker No.: _____

Monthly Dues Schedule

[insert first year dates]

\$ _____

[insert second year dates]

\$ _____

[insert third year dates]

\$ _____

Benefit Start Date

_____, 20____

Opportunity Program: () Check here if the Member has joined under the Opportunity Program.

I understand that if I qualify for and am accepted into the Opportunity Program, I am obligated to use reasonable efforts to recruit employees who meet the low-income levels set by Housing and Urban Development. By my signature below, I acknowledge this requirement and certify that I will use reasonable efforts to recruit employees who meet the low-income levels set by Housing and Urban Development. I also understand that the Center will be available to assist, if needed in this process during the term of my membership.

Acknowledgement: Member Signature: _____

Acknowledgement

Member Initials: _____ Date: _____

County Initials: _____ Date: _____

Attachment B: Graduation Plan

Below is the Graduation Plan for _____, (the “Member”). The activity, tasks, training, business goals, timelines, and milestones set forth here are subject to revision in the sole discretion of the County and Center staff. In order to maintain active membership in the Center and to receive a Graduation Certificate, the Member must follow this plan to the satisfaction of the County and Center staff.

Training

Fill in classes, workshops, mentoring, etc.

Business Goals

Fill in revenue, capitalization, revenue, staffing, processes, etc.

Timeline

Fill in estimated duration of membership.

Member Initials _____

County Initials _____

Attachment C: Worker's Compensation Insurance Waiver

Gwinnett Entrepreneur Center Worker's Compensation Waiver

1. Relationship Between the Parties - _____ (hereinafter the "Member") agrees the County shall not be liable for the acts of the Member or the Member's agents, employees, and other representatives under the Membership Agreement signed by the Parties that established the Member's membership in the Gwinnett Entrepreneur Center. The Member agrees that no officer, employee, agent or any other individual conducting activity under the Membership Agreement on behalf of the Member shall be considered an employee of the County for the purposes of any County benefit plan, including, but not limited to workers' compensation. The Member agrees to indemnify, defend and hold harmless the Gwinnett County Board of Commissioners and their agents, officers, employees, and representatives from and against any and all claims, damages, losses, injuries and liabilities, whatsoever their nature or cause of origin, for the acts of the Member, its agents, employees, and representatives.
2. Waiver of Workers' Compensation Benefits -- Each individual undersigned further acknowledges that he or she shall not be considered as having an employee status or as being entitled to participate in any medical, workers' compensation, or other benefit, plans, or arrangements of the County, such status and entitlement to benefits being hereby expressly waived. The Member hereby certifies that no individual shall be permitted to conduct activity for the Member under the Membership Agreement until after such individual has read and signed this waiver of benefits, and until such waiver has been received by the County Department of Financial Services, Risk Management Unit.

Sworn to and subscribed
before me, this _____
day of _____, 2021.

Notary Public

My Commission Expires:

SIGNATURE