



THRIVE MEMBERSHIP AGREEMENT

This Thrive Membership Agreement (hereinafter the “Agreement”), entered into this _____ day of _____, 20____, between the City of Aurora, an Illinois home-rule municipality (hereinafter “the City”) and _____ (hereinafter “Member” and together referred to as “the Parties”) regarding Member’s use of City-owned property known as the Thrive Center (hereinafter “the Center”) located at 712 South River Street, Aurora, Illinois 60506, and participation in the related membership program, the Parties having agreed as follows:

Definitions

- A. “City” is defined as the City of Aurora, Illinois.
- B. “Member” is defined as the individual executing this Agreement for membership at the Thrive Center.
- C. “Thrive Center” is defined as the City-owned property located at 712 South River Street, Aurora, Illinois 60506.
- D. “Resources and Amenities” is defined as the resources, tools, equipment, and services offered to members at the Thrive Center as part of membership.
- E. “Membership Dues” is defined as the monetary dues owed by Member for membership as set forth herein.

Terms of Agreement

I. Scope and Purpose of the Agreement

The purpose of the Agreement is to identify and define the parameters of Member’s use of the Center as part of membership in a shared working space environment. Member shall be granted access to the Center and its resources in order to further the business-related purposes of Member, or to seek the professional services offered by other members as part of the shared working space model.

II. Term of the Agreement: Type of Membership and Dues

The term of this Agreement depends on the type of membership selected by the Member. For types of memberships available and membership dues see Exhibit “A.”

III. Description of Shared Working Space Model

Member will be permitted to utilize the shared working space within the Center, which shall include the following amenities as part of membership:

1. Boardroom and meeting rooms
2. Kitchen/Breakroom
3. Designated phone booth spaces

IV. Access to the Thrive Center

Member shall be afforded access to the Center during the hours of 8:00 a.m. through 8:00 p.m., Monday through Sunday. The Center shall be closed on the following days: New Year’s Eve, New Year’s Day, Martin Luther King Jr.’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, Christmas Day.

Member shall gain access to the Center by use of assigned key card.

V. Use of Resources

The following Resources will be available to members at the Center. Please note that the list of Resources may change at any time.

1. Workshops and trainings
2. Coaching services
3. Printing services (monthly allowance)
4. Discounted services from local vendors

VI. Responsibilities of the City

The City agrees to provide a shared working space within the Center for the benefit of its members during the days and times identified herein. The City agrees to maintain the safety and integrity of the property and communicate all rules, regulations, and expectations to its members. The City will provide Resources and Amenities to the members, the availability of which is subject to change at any time.

VII. Responsibilities of Member

In exchange for Member’s use of the Center and the Resources and Amenities described herein, Member agrees to adhere to the following:

1. Use the Center and its Resources and Amenities for business-related purposes only, or to seek the professional services provided by other members;

2. Follow all rules and regulations imposed by the City regarding use of the Center, including rules regarding access to property and use of information technology;
3. Use all Resources and Amenities offered in a respectful and appropriate manner and without interference to other members;
4. Execute any and all waivers, releases, or other consent forms provided by the City;
5. Provide proof of insurance required as set forth herein;
6. Comply with all state and federal laws, and the City's local ordinances at all times while present at the Center;
7. Not provide access to the Center to non-members or other individuals whom may have been banned from the property;
8. Confine all usage of the Center to the days and times set forth herein;
9. Pay all Membership Dues in a timely manner and in accordance with the terms set forth herein;
10. Provide up to date contact information to the City, including name, address, phone number, and email address. Notify the City promptly of any changes to contact information; and
11. Comply with all requirements of this Agreement.

VIII. Restricted Activities

Member is prohibited from encroaching upon, interfering with, or in any way obstructing another member's use of the Center. Member is prohibited from making any alterations or improvements whatsoever to Center or any personal property, equipment, materials or supplies located therein. Member is prohibited from accessing the Center outside the designated days and times, or allowing non-members to access the property other than guests in accordance with the Guest Policy stated in Paragraph IX below. Member is prohibited from misusing, abusing, or removing the Resources and Amenities provided. Further, Member shall not damage, alter, or remove any equipment, supplies, materials, or other items from the Center at any time.

IX. Guest Policy

Member may allow a maximum of one (1) guest per month to accompany and work with the Member at the Center, provided the guest records his or her presence and departure via the onsite kiosk provided at the Center. Any such guest must follow all rules and regulations of the Center,

and Member shall be responsible for such compliance or membership may be suspended or revoked.

X. Suspension or Revocation of Membership; Termination

It shall be within the sole discretion of the City to suspend or revoke membership for Member's violation of the Agreement. In the event of such a suspension or revocation, Member will be permitted to remove his or her personal property from the Center, but any further access to the Center during the period of suspension or revocation shall be denied. Member will be required to pay all Membership Dues accrued through the date of suspension or revocation in accordance with the terms set forth herein.

Member is permitted to terminate his or her membership at any time. In the event of such a termination, Member will be required to immediately remove all of his or her personal property from the Center, and return all access keys or other property belonging to the City immediately. Member will be required to pay all Membership Dues accrued through the date of termination in accordance with the terms set forth herein.

XI. Public Records

Member hereby acknowledges and understands that the City is a public body, and is therefore subject to the requirements of the Illinois Freedom of Information Act ("FOIA," 5 ILCS 140/1, *et. seq.*). Accordingly, any records in the City's possession, including those related to membership, which meet the definition of "public records" under FOIA may be subject to disclosure and therefore may not be kept confidential.

XII. Indemnification; Insurance; and Waivers

Member agrees to indemnify and hold harmless the City, its elected officials, employees and agents from any liability for claims of personal injury, property damage, negligence, expenses, attorney's fees, costs, or any other loss or cause of action whatsoever which may arise from Member's performance under this Agreement, or his or her presence on City-owned property. Further, Member hereby agrees and acknowledges that he or she may have access and security clearance to the Center, being City-owned property, which is entirely bestowed for his or her convenience and accommodation, and is done so at his or her own risk. Member therefore agrees to hold harmless and indemnify the City, and its elected officials, employees, and agents from any and all claims, including claims made by third parties, for liability for personal injury, property damage, negligence, expenses, attorney's fees, costs, or any other loss or cause of action whatsoever arising from his or her access to the Center.

As a condition of membership, each Member qualifying as an active 501(c)3 organization or other registered corporation in good standing with the State of Illinois with an active liability insurance policy must produce to the City a Certificate of Insurance ("COI's") covering its use of the Center. The COI must each include the following minimum limits of liability insurance coverage for use of the Center:

\$1,000,000.00 per occurrence; \$2,000,000.00 general aggregate

The City must be named on each COI as a primary, non-contributory additional insured under the general liability policy for use of the Center. The COI's must include the dates and location of the Center. The City reserves the right to request a copy of the actual policies represented by the COI's, and Member must promptly comply. The policies must remain in effect for the duration of this Agreement.

The insurance provisions set forth herein do not apply to those individuals with day pass memberships, however, execution of separate waiver agreements provided by the City is still required.

XIII. Choice of Law and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Venue for any legal disputes arising hereunder shall be proper only in the Circuit Court of Kane County, Illinois.

XIV. City Contact

The City's contact person for any issues arising with membership, access to the Center, or this Agreement shall be:

Bea Rodriguez-Fransen
Program Manager of Innovation
City of Aurora
44 W. Downer Place
Aurora, IL 60505
630-256-4551
brodriguezfransen@aurora-il.org

AGREED TO BY:

Name of Member

City of Aurora

Date

Date

Exhibit A

Types of Memberships & Membership Dues

Membership Type and Dues	Hours of use (except on holidays*)	Member Amenities	Paid Amenities
Virtual Membership: \$50/month	8:00AM- 8:00PM Monday-Sunday	<ul style="list-style-type: none"> • COA network benefits: <ul style="list-style-type: none"> ○ 4 hours of 1-on-1 executive coaching/month ○ Access to education programming ○ Access to member-only events and public events, including Monthly Roundtable Sessions 	<p><i>Demand-based pricing for reservation</i></p> <ul style="list-style-type: none"> • Conference rooms (Est. \$10 to \$25 per hour) • Event space (Est. \$500 to \$2000 per event) • Podcast Studio (Est. \$20 to \$40 per hour) <p><i>Cost-based pricing</i></p> <ul style="list-style-type: none"> • Printing <ul style="list-style-type: none"> ○ \$.08 per color ○ \$.04 per b&w
Dedicated Desk: \$125/month	8:00AM- 8:00PM Monday-Sunday	<ul style="list-style-type: none"> • Locked file storage • Wireless internet • \$10 credit toward printing/month • 6 hours of board room use/month • COA network benefits: <ul style="list-style-type: none"> ○ 4 hours of 1-on-1 executive coaching/month ○ 2 hours of podcast studio use/month ○ Access to mentor and education programming ○ Access to member-only events and public events • Partner provided benefits: i.e. discounts to local vendors and merchants. 	
Small Office (1-person): \$350/month (minimum 6- month term plus \$175 deposit)	8:00AM- 8:00PM Monday-Sunday	<ul style="list-style-type: none"> • In-office locked file storage • Wireless internet • \$20 credit toward printing/month • 8 hours of board room use/month • COA network benefits: <ul style="list-style-type: none"> ○ 4 hours of 1-on-1 executive coaching/month ○ 2 hours of podcast studio use/month ○ Access to mentor and education programming ○ Access to member-only events and public events • Partner provided benefits: i.e. discounts to local vendors and merchants. 	

<p>Medium Office (2-people): \$400/month (minimum 6-month term plus \$200 deposit)</p>	<p>8:00AM- 8:00PM Monday-Sunday</p>	<ul style="list-style-type: none"> • In-office locked file storage • Wireless internet • \$20 credit toward printing/month • 8 hours of board room use/month • COA network benefits: <ul style="list-style-type: none"> ○ 4 hours of 1-on-1 executive coaching/month ○ 2 hours of podcast studio use/month ○ Access to mentor and education programming ○ Access to member-only events and public events ○ Partner provided benefits: i.e. discounts to local vendors and merchants. 	
<p>Large Office (3-people): \$450/month (minimum 6- month term plus \$225 deposit)</p>	<p>8:00AM- 8:00PM Monday-Sunday</p>	<ul style="list-style-type: none"> • In-office locked file storage • Wireless internet • \$25 credit toward printing/month • 8 hours of board room use/month • COA network benefits: <ul style="list-style-type: none"> ○ 4 hours of 1-on-1 executive coaching/month ○ 2 hours of podcast studio use/month ○ Access to mentor and education programming ○ Access to member-only events and public events ○ Partner provided benefits: i.e. discounts to local vendors and merchants. 	
<p>Extra Large Office with small meeting space (4 to 5-people): \$500/month (minimum 6- month term plus \$250 deposit)</p>	<p>8:00AM- 8:00PM Monday-Sunday</p>	<ul style="list-style-type: none"> • In-office locked file storage • Wireless internet • \$30 credit toward printing/month • 8 hours of board room use/month • COA network benefits: <ul style="list-style-type: none"> ○ 4 hours of 1-on-1 executive coaching/month ○ 2 hours of podcast studio use/month ○ Access to mentor and education programming ○ Access to member-only events and public events ○ Partner provided benefits: i.e. discounts to local vendors and merchants. 	