

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING A UNIFORM MEMBERSHIP AGREEMENT FOR THE CITY'S STOKES DENTON ENTREPRENEUR CENTER; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE MEMBERSHIP AGREEMENT AS NEEDED; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, effective October 1, 2017, the City will take over day-to-day operation of the Stokes Denton Entrepreneur Center from the Dallas Entrepreneur Center;

WHEREAS, the City's Stokes Denton Entrepreneur Center offers different levels of memberships to the public which allow them to use the various amenities and programs offered at the Stokes Denton Entrepreneur Center;

WHEREAS, the City desires to formally document memberships in the Stokes Denton Entrepreneur Center through the use of a Membership Agreement;

WHEREAS, because of the location of the City's Stokes Denton Entrepreneur Center, and increased volume in its membership, it is a best customer service practice and organizationally efficient for the Membership Agreement to be executed administratively by the City Manager, or his designee;

WHEREAS, the City Council finds it is in the public interest for City to formally document membership in the Stokes Denton Entrepreneur Center attached Membership Agreement and for the same to be executed administratively for the City Manager, or his designee; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference.

SECTION 2. The attached Membership Agreement is approved for use by the City in conjunction with membership in the Stokes Denton Entrepreneur Center.

SECTION 3. The City Manager, or his designee, is authorized to execute the approved Membership Agreement, or modified agreement after approval by the City Attorney, as needed without further authority, guidance, or direction from the Council, and is further authorized to carry out the rights and duties of the City under the Agreement.

SECTION 4. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 5. If any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of

this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 6. This Ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the _____ day of _____, 2017.

CHRIS WATTS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY

BY:  _____

Stoke Denton Entrepreneur Center Membership Agreement

THIS MEMBERSHIP AGREEMENT (this “Agreement”) is between the City of Denton, a Texas home-rule municipal corporation, (“City” or “We”) and _____ (“You” or “Your”). This Agreement is effective when executed by the City.

I. SPACE/ACCESS

The City agrees to provide You with a non-exclusive right to access and use the space located at 608 East Hickory, Suite 128, Denton, Texas 76205 (the “Space”), in accordance with your Membership Level (hereafter defined) for the Term (hereafter defined) of this Agreement. Completion or acceptance of this Agreement does not create a tenancy, but prepaid usage to use the provided amenities in the Stoke Denton Entrepreneur Center.

II. MEMBERSHIP TYPE

Please select only **one** membership level with the desired office arrangement, if any (“Membership Level”):

Virtual _____
Coworking _____ (Will also need to execute Facility Use License Agreement)
 Desk(s) _____
Dedicated _____ (Will also need to execute Facility Use License Agreement)
 Desk(s) _____
 Office(s) _____
 Pod (4 desks) _____

III. MEMBERSHIP TERM/FEE

Term: The period during which You are entitled to use the Space is called the “Term.” The Term of this Agreement is thirty (30) days unless it begins after the first of the month. If the Agreement begins after the first day of the month, the first month’s Term shall be the days remaining in the month in which the Agreement was signed.

Automatic Renewal: This Agreement shall automatically renew for another Term unless this Agreement is terminated in accordance with this Agreement.

Fee: You agree to pay the City a \$ _____ per month as consideration for Your membership in the City’s Stoke Denton Entrepreneur Center. If the Agreement begins after the first day of the month, the first month’s Fee shall be prorated based on the days remaining in the month in which the Agreement was signed. Thereafter, the Fee will be for the entire month and will be due the first of every month thereafter.

Autocharge: You agree to pay your initial Fee, subsequent monthly billing of Your Fee, and other charges, through the City’s Customer Service Division’s payment portal. If the City is not able to process the payment of Your monthly Fee, the City shall automatically terminate Your membership without notice. It is Your sole responsibility to maintain current payment information on the payment portal to enable monthly Fee payments and other payments may be timely made.

THE TERMS AND CONDITIONS ARE PART OF THIS AGREEMENT. YOU MUST ADHERE TO SUCH TERMS AND CONDITIONS AT ALL TIMES, AND FAILURE TO FOLLOW SUCH TERMS AND CONDITIONS WILL RESULT IN NON-RENEWAL OR TERMINATION OF THIS AGREEMENT. BY SIGNING BELOW, YOU ARE APPROVING THIS AGREEMENT AND ACCEPTING THE TERMS AND CONDITIONS.

**CITY OF DENTON,
a Texas home-rule municipal corporation**

Signature

Printed Name

Title

Signed on the _____ of _____, 20 _____
and under the authority of Ordinance No. 2017-_____.

MEMBER:

Printed Name of Entity (Leave blank if Individual)

Signature

Printed Name

Title of Person Signing If Entity (Leave blank if Individual)

If Entity, Type of Entity and State of Incorporation

Signed on the _____ of _____, 20 _____.

Stoke Denton Entrepreneur Center Membership Terms and Conditions

Terms and Conditions. The services We provide to You (including, but not limited to the use of office space, access to Internet, etc.), are subject to the following Terms and Conditions. We reserve the right to update the Terms and Conditions at any time without notice to You.

1. **Access.** You are provided with a personal, non-exclusive, and revocable license to access to the Space during the standard hours of operation for the building in which the Space is located. The standard hours are currently Monday through Friday, 8:00 a.m. through 5:00 p.m.; however, any person authorized by the City to access and use the Space under the Dedicated Membership Level (“Dedicated Member”) shall have access to the Space twenty-four (24) hours per day, subject to the Office Lease. Dedicated Members are expected to secure the building when either they are the last person on the premises or any time after 5:00 p.m. Dedicated Members may be provided with one (1) key card to access the Space upon payment of a \$30.00 deposit for such key card. Dedicated Members may request additional key cards, and if such request is approved by the City, they must make an additional deposit of \$30.00 per key card. Failure to return all key cards at the termination of this Agreement will cause any deposit to be forfeited and retained by the City. You acknowledge and accept responsibility for the security of the doors and spaces you access. You shall have access to: (i) reasonable use of the conference rooms in the Space, subject to prior scheduling and availability, not to exceed two (2) hours per booking; and (ii) common areas of the Space under uniform conditions specified by the City to all Members within the Space, as may be modified in City’s sole, but reasonable, discretion.
2. **Service Charges.** In addition to the Membership Fee, You shall pay to the City for any additional services provided by the City to You that are not included as part of such Membership Fee (collectively, “Service Charges,” and together with Membership Fee, the “Fees”).
3. **Late Payment Charge and Interest/Automatic Billing Failure/Returned Check.** A late payment charge in the amount of ten percent (10%) of the amount due (each a “Late Charge”) shall be due and payable in the event that the Fees are not received in full by the City within five (5) days after the date such Fees are due. Additionally, interest shall accrue on any unpaid amounts (i.e., amounts that are not paid on the due date), at the lesser of: (i) twelve percent (12%) per annum, calculated daily; and (ii) the highest amount of interest allowable under applicable law. You agree to pay the City, in addition to the Late Charge and interest referenced herein, any fees incurred by the City in the event Your Fees and other outstanding amounts payable to the City fail to be automatically debited as authorized under the Automatic Billing Authorization Form, or a check tendered by You to the City for payment hereunder is not honored for payment. the City may also avail itself to any other remedies we may have at law or in equity as a result of a dishonored check. Additionally, the City, in our sole discretion, may require all future payments to be made by certified funds, money order or wire transfer.
4. **Insurance.** You are advised to carry, at all times during the Term, at a minimum, sufficient insurance coverage to protect Your own contents, fixtures and furnishings (collectively, “Personal Property”). Coverage shall be on a special form policy and shall include replacement cost of the Personal Property.
5. **Cabling.** Additional cable or telephone lines or related equipment of any kind, whether for television, internet, satellite or LAN, may not be installed in the Space without the prior written consent of the City, which the City may grant or withhold in its sole but reasonable discretion. the City’s consent shall be conditioned on the payment of additional monthly fees should the cable, telephone lines or related equipment be positioned in or pass through the Master Space (outside of the Space) or the Building and shall also be subject to the following conditions:
 - (i) If the cabling, telephone lines or equipment is not already included with a service provided by the City, then You shall pay all costs associated with the installation and maintenance thereof and You shall, at the City’s request, be responsible for the removal of same at the end of the Term.

(ii) You shall assume all liability for the installation and use of the cabling, telephone lines and equipment, including damage or disruption to the business operations of other Members in the Space. Other Members in the Master Space, and other tenants of the Building.

(iii) You shall be responsible for any increase in the City's insurance policies as a result of the installation and use of such equipment and cabling, and You shall confirm that Your insurance policies cover any damage or liability caused by same.

(iv) At the City's option, all cabling and telephone lines installed in the ceiling or walls of the Space or Master Space shall become the property of the City at the expiration or earlier termination of the Term.

Member-ship Type	Cancell-ation Require-ment	Days' Notice Re-quired	Renewal	Annual Rate Increase	Billing	Notes	Pro-ration: Join	Proration: Exit
Virtual	In Writing: Email is acceptable	None, but no refunds offered	Auto-matic, 30 days	TBD	Billing on same day every month (ex: 16 th of every month)	Member-ship carries through next billing date	None	None
Co-working	In Writing: Email is acceptable	30 Days	Auto-matic, 30 days	TBD	1 st of every month	Member-ship carries through 1 st of next month	Yes	1 st through 5 th of each month = will cancel before the next charge; after the 5 th = will be charged for another whole month
Dedicated	In Writing: Email is acceptable	30 Days	Auto-matic, 30 days	TBD	1 st of every month	Member-ship carries through 1 st of next month	Yes	1 st through 5 th of each month = will cancel before the next charge; after the 5 th = will be charged for another whole month
Office	In Writing: Email is acceptable	90 Days out from Annual Renewal Date	Auto-matic, Initial Term Length	TBD	1 st of every month	Member-ship renews each year	Yes	Yes

6. **Delivery and Acceptance.** The Space will be delivered to You in its "as-is; where-is" condition. Your acceptance (whether in writing or by use or occupancy) shall constitute Your recognition and acknowledgment that the Space and the furnishings provided therein are in a good state of repair and in a satisfactory condition. STOKES SHALL NOT BE LIABLE TO YOU FOR ANY CLAIMS, COSTS, DAMAGES, LIABILITY OR LOSSES INCURRED BY YOU FOR THE FOLLOWING REASONS: (i) DUE TO THE FAILURE OF THE HEATING, COOLING, OR OTHER UTILITY EQUIPMENT, INCLUDING VOICE AND DATA ACCESS; (ii) DUE TO OPERATING COSTS OR DUE TO THE

NECESSITY OF REPAIR; (iii) DUE TO THE REASONABLE DENIAL OF YOUR ACCESS TO THE SPACE; OR (iv) DUE TO FAILURE TO PROVIDE SERVICES AS PROVIDED FOR IN THIS AGREEMENT.

7. **Limitation of Liability.** YOU AGREE THAT STOKE AND THE CITY OF DENTON WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR INCREASED COST OF OPERATIONS RESULTING FROM SERVICES PROVIDED UNDER THIS AGREEMENT. YOU AGREE THAT STOKE'S TOTAL LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED SEVEN HUNDRED FIFTY DOLLARS (\$750.00). EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, STOKE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.
8. **Indemnification.** YOU HEREBY INDEMNIFY AND AGREE TO DEFEND AND HOLD STOKE AND THE CITY OF DENTON AND THEIR RESPECTIVE AGENTS, EMPLOYEES, LICENSEES, DIRECTORS, OFFICERS, MEMBERS, PARTNERS AND CONTRACTORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, SUITS, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES), JUDGMENTS AND LIABILITIES FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERON, PERSONS, OR PROPERTY ARISING OUT OF OR IN ANY WAY RELATING TO YOUR BREACH OF OR FAILURE TO PERFORM ANY OF YOUR OBLIGATIONS HEREUNDER OR FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF YOU OR YOUR AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, PARTNERS, LICENSEES, CONTRACTORS, CUSTOMERS, OR INVITEES OCCURRING IN CONNECTION WITH THE SPACE. THE SCOPE OF THIS INDEMNIFICATION SHALL, AT STOKE'S OPTION, INCLUDE, BUT NOT BE LIMITED TO, DEFENSE WITH ATTORNEYS SATISFACTORY TO SUCH PARTY, OF ANY ACTION, SUIT, CLAIM OR PROCEEDING THAT MAY BE FILED, INSTITUTED OR BROUGHT AGAINST STOKE AND/OR THE CITY OF DENTON OR TO WHICH SUCH PARTY MAY BE MADE A PARTY. THE FOREGOING INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
9. **Costs of Enforcement.** You agree to pay the City all reasonable collection and attorney fees incurred by the City, whether incurred prior to or after the commencement of formal legal action. Your obligation to pay the City is an independent covenant and shall be payable free from any expense, charge, deduction, offset, or counter-claim by reason of any obligation of the City or any other reason. All of the provisions of this Agreement shall be construed and interpreted accordingly.
10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature of any party to any counterpart hereof will be deemed a signature to, and may be appended to, any other counterpart hereof. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Once signed, this Agreement may be delivered by facsimile or ".pdf" format, and any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile or ".pdf" format) is considered an original.
11. **Complete Agreement.** There are no oral agreements between You and the City affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, offers, agreements and understandings, oral or written, if any, between You and the City or displayed by the City to You with respect to the subject matter of this Agreement. There are no commitments, representations or assurances between You and the City or between any real estate broker and You other than those expressly

set forth in this Agreement, and all reliance with respect to any commitments, representations or assurances is solely upon commitments, representations and assurances expressly set forth in this Agreement. This Agreement may not be amended or modified in any respect whatsoever except by an agreement in writing signed by You and the City.

12. **General.** “You” or “Your” means you individually and includes any of Your businesses, their subsidiaries, affiliates, employees, directors, officers, members, partners, agents and parent companies. Time is of the essence of this Agreement and each and all of its provisions. You may not assign, transfer or encumber this Agreement without the prior written consent of the City. If any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. All notices or notifications which may or are required to be given by either party to the other hereunder shall be in writing and delivered in person or sent by United States mail, facsimile, or e-mail.
13. **Authority to Execute Agreement.** The person signing on Your behalf represents that he/she has the authority to execute this Agreement on Your behalf.
14. **Removal of Property; Abandoned Property.** If You fail, neglect, or refuse to remove its property from the Space prior to the expiration of the Term, said property shall be deemed abandoned and City shall have the right to move, place in storage, or otherwise dispose of any such property at the Your sole cost and expense. You irrevocably constitutes and appoints City as its special attorney in fact to do and perform all acts necessary in removing, storing, and disposing of said abandoned personal property and to execute and to deliver a bill of sale therefor.
16. **Damage.** You will not damage or alter the City premises, subject to ordinary wear and tear, and you will not bring any hazardous materials or illegal substances to the City. In particular, you will not alter or augment the data or power infrastructure. You agree to repair any damage to the City caused by you, your staff, or your guests.
17. **Confidentiality.** Neither you nor the City make any commitment of confidentiality to the other, or to the other members, as part of your membership, and you should limit your disclosure of information to the City personnel and the other members accordingly. You are responsible for using care to hold your private and confidential conversations in a private location.
18. **Media Consent.** Unless you notify the City otherwise in writing, you consent to the City’s use of your name, image (in photographic or video form), and voice recording, without compensation to you, as part of its publicity and marketing efforts, including by publication on its website(s), release to press for publication on traditional and online news publications, in marketing brochures, and other materials. You acknowledge that any statements you give to the City personnel or the press regarding the City may be quoted in whole or in part, and attributed to you by name, in the City’s publicity and marketing materials or in the news publication, without compensation to you.
19. **Stoke Denton Entrepreneur Center Guidelines.** You must comply with the guidelines, if any, posted on Stoke Denton Entrepreneur Center’s website (the “Guidelines”). The City may modify the Guidelines by posting new Guidelines at any time. Modifications to the Guidelines are effective as to you as of your first renewal term that follows the posting.
20. **Assignment.** Your membership is personal to you and you may not assign or transfer your membership.
21. **Use of Membership is Personal to Member Only.** Your membership is personal to you and make not be used by any other person.

22. **Technology Release.** You agree that the City (i) is not responsible for any damage to any Member's computer system; and (ii) does not assume any liability or warranty in the event that any manufacturer warranties are voided.
23. **Prohibited Activities.** In addition to not using the City or the City property in connection with illegal activities, you are also prohibited from using the City or the City property for:
- a. Contests, pyramid schemes, chain letters, junk email, spamming or similar annoying behavior;
 - b. Defaming, abusing, harassing, threatening or otherwise violating the legal rights (such as privacy and publicity) of others;
 - c. Posting, distributing or disseminating inappropriate, profane, defamatory, obscene, indecent, or unlawful material or information;
 - d. Uploading, reproducing, using, performing or otherwise making available, images, software or other material or information which infringes another's rights, or is protected by intellectual property laws where you don't own or license such rights;
 - e. Uploading or using files that contain viruses, corrupted files, or any other similar software or programs that may damage the City property or the computers or property of a member of the City.
24. **Funding and Non-Appropriation.** This Agreement shall terminate in the event that the CITY's governing body shall fail to appropriate sufficient funds to satisfy any of Your obligations hereunder. Termination shall be effective as of the last day of the fiscal period for which sufficient funds were appropriated or upon expenditure of all appropriated funds, whichever comes first. Termination pursuant to this non-appropriation clause shall be without further penalty or expense to either party.
25. **Alcoholic Beverages.** You, if over the age of 21, are allowed to bring and consume beer, wine, or any beverage of alcoholic content in the Stoke Denton Entrepreneur Center. HOWEVER, YOU are not allowed to sell or give away or allow beer, wine, or any beverage of alcoholic content to be sold, given away, sampled, or consumed in the Stoke Denton Entrepreneur Center.