

**INNEVATION CENTER
UNIVERSITY OF NEVADA, RENO
POWERED BY SWITCH**

ASSIGNED INCUBATOR SPACE USE AGREEMENT

This Assigned Incubator Space Use Agreement (“Use Agreement”) is made as of the ___ day of _____, 201__ (the “Effective Date”), by and between _____ (“User”) and the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (“University”) (User and University each a “Party” and both collectively the “Parties”). User and University entered into a Membership Agreement addressing User’s membership in the Innevation Center, University of Nevada, Reno, Powered by Switch on _____ (the “Membership Agreement”).

In consideration of the terms and covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 ASSIGNED INCUBATOR SPACE

1.1 Limited Licenses Granted:

1.1.1 **Assigned Incubator Space:** Subject to the terms and conditions of this Use Agreement, University hereby grants to the User a limited, revocable and personal license, without right to grant sublicenses, to access and use the Assigned Incubator Space specified on **Exhibit A** attached hereto and incorporated herein by reference (the “Assigned Incubator Space”).

1.1.2 **Common Areas:** The Assigned Incubator Space is located in the premises generally known as the Innevation Center, University of Nevada, Reno, Powered by Switch located at 450 Sinclair Street, Reno, Nevada (the “Center”). University hereby grants to User and to its agents, employees, guests, and invitees, subject to the terms hereof, a limited, non-exclusive, revocable and personal license, without right to grant sublicenses, to enter and use the Common Areas of the Center. As used herein, the “Common Areas” of the Center are limited to the Welcome Center, the Wolf Shop, the restrooms, the break space on Floor 1, the kitchen areas on Floors 1 and 2, and such other areas of the Center as are necessary for the normal ingress and egress to and from the Assigned Incubator Space.

1.2 **Authorized Users:** User shall not permit the Assigned Incubator Space to be accessed or used by any person who is not an employee, agent, registered guest, or other person acting on its behalf without prior written approval from the Director of the Center or his/her designee. Under no circumstances shall the User’s use rights in the Assigned Incubator Space be extended or assigned to unrelated organizations or parties for any purpose unless specifically authorized by University in writing. In the event such authorization is given and unless otherwise agreed, any such approved user shall be subject to and governed by the terms and conditions of this Use Agreement, and User shall remain responsible for use of the Assigned Incubator Space under this Use Agreement at all times. University reserves the right to deny access to the Center and Assigned Incubator Space, at its sole discretion, to any person who University believes represents a safety or security risk to the Center.

1.3 **University’s Access:** Notwithstanding anything contained herein to the contrary, User shall permit University and its authorized agents access to the Assigned Incubator Space at all reasonable times for the purpose of inspecting the same, assessing User’s compliance with the terms and conditions of this Use Agreement, or cleaning, making repairs, or maintaining the Assigned Incubator Space and/or Center.

1.4 **No Lease:** Neither this Use Agreement nor any other license between User and University is, or will be deemed to constitute, a lease or a conveyance of the Assigned Incubator Space or any portion thereof by University to User, or to confer upon User any right, title, estate, or interest in the Assigned Incubator Space, except for the express rights granted to User pursuant to this Use Agreement. Notwithstanding the fact that (i) this Use Agreement is a conditional license and not a lease, (ii) no landlord-tenant laws govern this Use Agreement, and (iii) User cannot invoke tenant rights or privileges with respect to the Assigned Incubator Space, User hereby specifically waives any and all rights that it may have under any landlord-tenant laws.

2.0 TERM OF USE

Provided that User is and remains in compliance with the terms and covenants hereof, and unless otherwise extended or terminated as provided for herein, User's use rights in the Assigned Incubator Space shall commence on the Effective Date and continue for _____, which period cannot exceed one (1) year (the "Term").

3.0 FEES

3.1 **Monthly Use Fee:** In exchange for use of the Assigned Incubator Space and other services provided for hereunder, User shall pay University the monthly use fee specified on **Exhibit A** attached hereto and incorporated herein by reference (the "Use Fee"). The Use Fee shall be paid to the University in advance by the 1st day of each month of the Term, without notice, offset, or demand. In the event that the Term begins or ends other than on the first day of a month, the Use Fee shall be prorated. Additional fees may be charged for additional amenities such as, but not limited to, conference or event room use or parking. Where applicable, User shall receive a key or key card to the Assigned Incubator Space at no cost. Replacement keys or key cards are available for \$50 or \$10 each, respectively.

3.2 **Security Deposit:** Upon execution of this Use Agreement, User shall pay a security deposit in the amount specified on **Exhibit A** attached hereto and incorporated herein by reference. University may use or retain all or any portion of the deposit for the payment of any Use Fee or any other sum due to University from User and, in such event, User shall promptly replenish the deposit. University may require User to pay an increased security deposit if due but unpaid fees exceed the security deposit held and/or User fails to pay University fees when due. Any remaining deposits will be refunded to the User within thirty (30) days after the expiration of the Term of this Use Agreement.

3.3 **Taxes and Duty Charges:** User agrees to pay promptly (i) all sales, use, excise, consumption and any other taxes and fees which User is required to pay to any governmental authority (and, at University's request, shall provide to University evidence of such payment), and (ii) any taxes paid by University to any governmental authority that are attributable to the User's use of the Assigned Incubator Space, including, without limitation, any gross receipts, occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.

3.4 **Payment:** All sums not paid by User within five (5) days after the first day of the month in which the fees are due hereunder will be charged a late fee equal to the greater of (i) five-percent (5%) of the outstanding balance, or (ii) Fifty Dollars (\$50.00). University reserves the right to withhold services (such as denying User access to the Assigned Incubator Space) while there are any outstanding fees and/or interest, or if User is in breach of this Use Agreement.

4.0 ASSIGNED INCUBATOR SPACE USE

4.1 **Permissible Assigned Incubator Space Use:** User shall use the Assigned Incubator Space solely for general office use and no other purpose. Notwithstanding the foregoing, User shall not

do anything, nor permit any of its agents, employees, guests, or invitees to do anything, that (i) may interfere with the use of the Center by University or by others, (ii) causes any nuisance or annoyance, (iii) by its conduct increases the insurance premiums that University has to pay, or (iv) causes loss or damage to University (including damage to reputation) or to the personal property of the Center or of any other third party at the Center.

4.2 **Rules of Conduct:** User shall ensure that its conduct and use of the Assigned Incubator Space, and the conduct of User's agents, employees, guests, and invitees while in the Center, shall comply with the Rules of Conduct specified on **Exhibit B** attached hereto and incorporated herein by reference, which Rules of Conduct are subject to change by University in its sole and absolute discretion from time to time and are available at unr.edu/Documents/research/innevation/rules-of-conduct-innevation-center.pdf.

4.3 **Compliance with University's Alcohol Policy:** Without limiting or altering any of the other restrictions provided for in this Use Agreement, User expressly acknowledges and agrees that no alcohol may be served within the Center, including in the Assigned Incubator Space, except in accordance with University's alcohol policies, and then only with the University's prior written consent.

4.4 **Policy on the Protection of Children:** Without limiting or altering any of the other restrictions provided for in this Use Agreement, User expressly acknowledges and agrees that at all times while using the Center, User, and its agents, employees, guests, and invitees shall observe and comply with the University's *Policy on the Protection of Children*, University Administrative Manual section 7,002, as amended, located at: unr.edu/administrative-manual/7000-7999-miscellaneous/7002-policy-on-the-protection-of-children.

4.5 **Condition of Assigned Incubator Space:** User has inspected the Assigned Incubator Space and found the same to be acceptable for User's intended purpose. University shall make available and User agrees to accept the Assigned Incubator Space in its current "as is" condition without representation or warranty of any kind. University shall have no obligation to construct any improvements to the Assigned Incubator Space. User shall maintain the Assigned Incubator Space in a safe, clean, and sanitary manner.

4.6 **No Alterations:** User shall not alter any part of the Assigned Incubator Space and shall exercise reasonable care in accessing and using the Assigned Incubator Space, its equipment, fixtures, fittings and furnishings. User is liable to University for any damage caused by User or its agents, employees, guests, or invitees.

4.7 **Assigned Incubator Space Equipment:** User shall not install any cabling, IT or telecom connections without University's prior written consent, which University may grant or refuse in its sole and absolute discretion. As a condition to University's consent, University shall oversee any installations (for example IT or electrical systems) and verify that such installations do not interfere with the use of the Center by other members or University.

4.8 **Network/Internet/Telephone**

4.8.1 **Network Usage:** University offers internet connections through its wired and wireless network within the Center (the "University Innevation Center Network") to its members. The University shall provide User a Wi-Fi access code and password. User shall not share or otherwise provide the Wi-Fi access code and/or password to others, doing so shall constitute a breach of this Use Agreement for which the University may terminate this Use Agreement as provided in Section 6.1. The Center Director may provide Wi-Fi access to and password to guests in the University's sole and absolute discretion. If User changes its utilization of the University Innevation Center Network and such change

creates an adverse effect on the University Innevation Center Network, University may require User to modify its use.

4.8.2 **Telephone Service:** All VoIP telephone service shall be provided to the Assigned Incubator Space through the University of Nevada, Reno. There will be a monthly charge for telephone services with UNR. . User shall not obtain other VoIP telephone service in the Assigned Incubator Space. User may only use cell phones in the following designated areas: the Assigned Incubator Space, the Common Areas and the cell phone room on Floor 1.

4.8.3 **Network Security:** UNIVERSITY DOES NOT MAKE ANY REPRESENTATIONS AS TO THE STABILITY OR SECURITY OF THE UNIVERSITY INNEVATION CENTER NETWORK, TELEPHONE SERVICES OR THE INTERNET OR OF ANY INFORMATION THAT USER TRANSMITS/RECEIVES THEREON. User shall adopt whatever security measures (such as encryption) User believes are appropriate to its circumstances. University cannot guarantee and does not guarantee that a particular degree of availability will be attained in connection with User's use of the University Innevation Center Network, telephone services or the Internet. User's sole and exclusive remedy shall be University's reasonable efforts to remedy such failure within a reasonable time after receipt of written notice.

5.0 INSURANCE

5.1 **User Insurance:** User shall, at User's sole expense, procure, maintain, and keep in force for the duration of the Use Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by University, the required insurance shall be in effect at and as a condition to the effectiveness of the commencement of the Use Agreement and shall continue in force as appropriate until the Use Agreement expires or terminates and User returns to the University control of the Assigned Incubator Space. User's insurance shall apply on a primary basis. Any insurance or self-insurance available to University shall be in excess of and non-contributing with any insurance required from User.

5.1.1 **Workers' Compensation and Employer's Liability Insurance:** User is not an employee, agent, representative, or independent contractor of University and University shall provide no workers' compensation or other insurance or wages to User. User shall carry and provide proof of workers' compensation insurance if such insurance is required of User by NRS 616B.627, or shall provide proof that compliance with the provisions of NRS Chapter 616A-D and all other related chapters is not required.

5.1.2 **Commercial General Liability Insurance:** User shall maintain commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, written on an occurrence basis and on a comprehensive form and covering claims and liability in connection with or resulting from User's activities under this Use Agreement, for personal injuries, occupational sickness, disease, death or damage to property of others, including loss of use resulting therefrom, arising out of any activities or performance of services of User or anyone directly or indirectly employed by User.

5.1.3 **Property Insurance:** User shall carry property insurance on an all-risk basis for loss to any of User's personal property and fixtures, improvements or betterments, and the personal property of others in User's possession in, upon or about the Center. This coverage shall be written on a replacement cost basis and University shall be named as an additional insured on the policy.

5.2 **Waiver of Subrogation:** User hereby releases University from liability and waives all right of recovery against University for workers compensation claims and for any property loss or damage

covered by User's own property insurance policy or policies actually carried or required to be carried under this Use Agreement, and in the event of such insured loss, it is agreed that User's insurance company shall have no subrogation claim against University.

6.0 TERMINATION

6.1 University Termination: University may immediately terminate this Use Agreement upon written notice to User if: (i) University's right to occupy the Center terminates for any reason, (ii) User becomes insolvent, bankrupt, goes into liquidation, or becomes unable to pay its debts as they fall due, (iii) User is in breach of User's obligations hereunder or under the Membership Agreement which cannot be cured, or which University has given User written notice to cure and which User has failed to cure within fifteen (15) days after the date of such notice (excepting payment obligations which are breached if not timely paid), (iv) User's Membership Agreement has terminated, (v) User's conduct, or that of someone at the Center with its permission or invitation, is in violation of the Rules of Conduct, or (vi) University elects to terminate this Use Agreement for its convenience and has given User fifteen (15) days' advanced written notice of such termination.

6.2 User Termination: User may terminate this Use Agreement: (i) if University fails to materially comply with any term or condition of this Use Agreement, and does not cure such noncompliance within fifteen (15) days' written notice from User, or (ii) at any time for its convenience by giving University fifteen (15) days' advanced written notice.

6.3 Funding Out Clause: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available to the University in any fiscal period for obligations due from the University under this Use Agreement, including but not limited to maintaining the Center or providing services, then this Use Agreement shall terminate on the last day of the fiscal period for which appropriations were received, without penalty, charge, or expense to the University of any kind whatsoever. University agrees to provide written notice to User of this eventuality, should it occur.

6.4 No Holdover: User cannot holdover. On the last day of the Term hereof, including or on any sooner termination, User shall surrender the Assigned Incubator Space to University in good, clean, and safe condition. If University determines in its discretion that User, its agents, employees, guests, or invitees have caused any damage to the Assigned Incubator Space or Center, User shall reimburse University for any and all costs incurred by University to repair and/or restore such damage.

6.5 Abandoned Property: Upon termination of this Use Agreement by either Party and for any permitted reason, User shall remove User's personal property and equipment from the Assigned Incubator Space within five (5) days of termination of the Use Agreement. If User leaves any personal property or equipment in the Assigned Incubator Space following termination of this Use Agreement, University may keep it or may dispose of it, in University's sole and absolute discretion.

7.0 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Use Agreement, and to the maximum extent permitted by applicable law, in no event shall University be responsible or liable to User whatsoever for any loss or damage User suffers, or claims to suffer, in connection with this Use Agreement, the services provided for herein, or the Assigned Incubator Space, regardless of whether such loss or damage arises from claims based upon contract, negligence, tort (including strict liability or other legal theory), or a breach of any covenant (express or implied) of this Use Agreement, and regardless of whether University was advised or had reason to know of the possibility of incurring such loss or damage in advance. University is not responsible for lost, stolen, or damaged items. University is further not liable for any loss resulting from University's failure to provide any service under this Use

Agreement, provided such failure is a result of mechanical breakdown, or termination of University's interest in the Center. USER AGREES THAT UNIVERSITY WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS OR FUNDING, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. UNIVERSITY STRONGLY ADVISES USER TO INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE, OR LIABILITY. IN NO EVENT SHALL UNIVERSITY'S AGGREGATE LIABILITY EXCEED ONE MONTH'S USE FEES. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF UNIVERSITY IS APPRISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE, EXPENSE, OR LIABILITY, OR THERE IS A FAILURE OF ANY SPECIFIC REMEDY SET FORTH HEREIN.

8.0 INDEMNIFICATION

User agrees and covenants to defend, indemnify and hold harmless University, its regents, directors, officers, employees, agents, affiliates and Center members (collectively with University, the "Covered Entities") from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) (collectively, "Costs") arising either directly or indirectly from or related to any and all claims made by or against any of the Covered Entities alleging: (i) infringement or misappropriation of any intellectual property rights; (ii) injury to person or property caused by or related to User's operations, including but not limited to any violation of the Rules of Conduct of the Center; (iii) any damage or destruction to the Assigned Incubator Space, Center, or any other property owned by University or another Covered Entity, which damage, in whole or in part, is caused by or results from acts or omissions by User, its officers, agents, employees, visitors, guests, invitees, or representatives (each a "User Representative"); (iv) any property damage or personal injury to any User Representative arising out of such individual's activities at or leaving the Assigned Incubator Space or Center; (v) any damage arising from or related to the User's equipment or User's business; (vi) any damage arising from or relating to any act or failure to act by User or any User Representative, which may occur during or may arise out of or relate to the performance of this Use Agreement (collectively, the "Covered Claims"). In the event of a Covered Claim, the Covered Entity may select its own counsel to participate in the defense of such Covered Claim. User will not settle a Covered Claim in a manner that imposes liability or obligation upon any Covered Entity.

9.0 NO REPRESENTATIONS OR WARRANTIES

UNIVERSITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ASSIGNED INCUBATOR SPACE, THE CENTER, OR OTHERWISE IN CONNECTION WITH THIS USE AGREEMENT, AND HEREBY EXCLUDES ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ASSIGNED INCUBATOR SPACE AND CENTER ARE PROVIDED "AS IS". USER AND USER'S REPRESENTATIVES USE THE ASSIGNED INCUBATOR SPACE AND CENTER AT THEIR OWN RISK.

10.0 NOTICES

All notices pertaining to this Use Agreement must be in writing (which may include, but is not limited to email) and shall be deemed properly given and received when actually delivered and received or three (3) business days after deposited in the United States mails, if sent by certified mail, return receipt requested, postage prepaid, addressed to the respective Party. Notices to User shall be addressed to the address specified on **Exhibit A** attached hereto and incorporated herein by reference. Notices to University shall be addressed as follows:

Board of Regents of the Nevada System of Higher Education
University of Nevada, Reno
Attn: Vice President for Research and Innovation
1664 N. Virginia St., MS 403
Reno, NV 89557-0403

With a copy to:

University of Nevada, Reno
Attn: General Counsel
1664 N. Virginia St., MS 0550
Reno, NV 89557-0550

11.0 GENERAL

11.1 **Confidentiality:** University does not need access to and is not responsible for User's confidential information, and User covenants not to provide University with access to its confidential information, unless otherwise agreed to in writing by the Parties.

11.2 **Background Check:** User acknowledges that itself and all User Representatives may be required to undergo a background check (at the User's cost) before any User Representative is granted access to or use of the Center or Assigned Incubator Space. This Use Agreement may be contingent upon successful completion of a background check, successful being defined by University in its sole and absolute discretion.

11.3 **Compliance with Law:** User shall comply with all local, state, and federal laws and regulations in the conduct of its business and use of the Assigned Incubator Space and Center.

11.4 **Choice of Law, Venue:** This Use Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All Parties hereto consent to the personal jurisdiction of any state or federal court of competent jurisdiction located in Washoe County, Nevada and to the service of process by any means authorized by any such state or federal court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding, or counterclaim arising out of, related to, or in connection with this Use Agreement shall be Washoe County, Nevada.

11.5 **Waiver of Jury Trial:** Each Party hereby waives any right which it may otherwise have at law or in equity to a trial by jury in connection with any suit or proceeding at law or in equity brought by the other against the waiving Party or which otherwise arises out of, relates to, or is brought in connection with this Use Agreement.

11.6 **Assignment:** This Use Agreement shall be binding upon and inure solely to the benefit of the Parties, and shall not be assignable by either Party without the prior written consent of the other Party.

11.7 **Entire Agreement:** Unless otherwise specified herein, this Use Agreement and its exhibits, along with the Membership Agreement, constitute the entire understanding between the Parties regarding User's use of the Assigned Incubator Space and Center, and supersedes all prior and contemporaneous communications, representations, understandings, solicitations, offers, and agreements (whether oral or written) relating thereto. This Use Agreement may be amended by and only by an instrument executed and delivered by each Party hereto.

11.8 **No Waiver**: No Party hereto shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any Party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made in any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance or any other such right.

11.9 **Force Majeure**: If University or User is delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, civil disorder, terrorism (including but not limited to hacking), acts of war, severe weather, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the reasonable control of University or User (financial inability excepted), performance of such act shall be excused for the period of delay.

11.10 **No Partnership; No Joint Venture**: Nothing in this Use Agreement shall be deemed in any way to create between the Parties hereto any relationship of partnership, joint venture, or association, and the Parties hereto hereby disclaim the existence of any such relationship. The Parties agree that User, its agents and employees are not agents or employees of University. User shall be solely responsible for the actions and omissions of its agents and employees when using the Assigned Incubator Space and Center.

11.11 **Remedies Cumulative**: No reference to any specific right or remedy shall preclude either Party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity.

11.12 **Severability**: No determination by any court, governmental or administrative body or agency or otherwise that any provision of this Use Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision hereof, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall remain valid and enforceable to the fullest extent allowed by and shall be construed wherever possible as being consistent with, applicable law.

11.13 **Authority**: If User is a corporation, partnership, limited liability company, or similar entity, the person executing this Use Agreement on behalf of User represents and warrants that (a) User is duly organized and validly existing and (b) this Use Agreement (i) has been authorized by all necessary parties, (ii) is validly executed by an authorized officer or agent of User, and (iii) is binding upon and enforceable against User in accordance with its terms.

11.14 **Time of Essence**: Time shall be of the essence with respect to the performance of the Parties' obligations under this Use Agreement.

11.15 **Interpretation**: University and User hereby agree that both Parties were equally influential in preparing and negotiating this Use Agreement, and each had the opportunity to seek the advice of legal counsel prior to the execution of this Use Agreement. Therefore, University and User agree that no presumption should arise construing this Use Agreement more unfavorably against any one Party.

11.16 **Headings**: The headings of the sections, subsections, paragraphs, and subparagraphs hereof are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

11.17 **Construction**: As used herein, all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural

number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to any section, subsection, paragraph, or subparagraph shall be deemed, unless otherwise expressly indicated, to have been made to such section, subsection, paragraph, or subparagraph of this Use Agreement.

11.18 **Exhibits:** Each writing or drawing referred to herein as being attached hereto as a schedule, an exhibit, or otherwise designated herein as a schedule or an exhibit hereto is hereby made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year written below.

University:

User:

BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF NEVADA,
RENO

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Description of Assigned Incubator Space

1. User Name: _____
 - a. Contact Person: _____
 - b. Mailing Address: _____
 - c. Telephone Number: _____
 - d. Email Address: _____

2. Assigned Incubator Space: _____

3. Monthly Use Fee: _____

4. Security Deposit: _____

University:

BOARD OF REGENTS OF THE NEVADA
SYSTEM OF HIGHER EDUCATION ON
BEHALF OF THE UNIVERSITY OF NEVADA,
RENO

User:

By: _____

Date: _____

By: _____

Date: _____

EXHIBIT B

Rules of Conduct

INNEVATION CENTER
UNIVERSITY OF NEVADA, RENO
POWERED BY SWITCH

RULES OF CONDUCT

1. All members, guests, clients, visitors, and associates (collectively, “Members”) shall act in accordance with these Rules of Conduct, all relevant laws, and regulations (the “Rules”) to preserve the enjoyment, professional atmosphere and collaborative use of The Innevation Center, University of Nevada, Reno, Powered by Switch (the “Center”). The Center may modify the Rules by posting updated or additional Rules to the following URL: unr.edu/Documents/research/innevation/rules-of-conduct-innevation-center.pdf.
2. The Center is designed to provide a professional, safe, comfortable and sound appropriate, state-of-the-art environment for small businesses and individuals to co-work, collaborate, and innevate.
3. Members are responsible for any damage to the Center or its equipment and materials.
4. Controlled substance and tobacco possession or use is prohibited. Alcohol may only be served in accordance with University of Nevada, Reno policies and with the written prior consent of the Center.
5. Members have non-exclusive use of the Center’s designated common areas during business hours. All other areas, including conference rooms, event rooms, and related equipment are subject to scheduling and may involve additional charges.
6. The Center may enter any area for emergency purposes, repair, inspection, cleaning or maintenance. Members will be verbally or electronically notified of such entry, as applicable.
7. Members, their agents, employees, or invitees shall not use, display, or reproduce the name of the Center or of University of Nevada, Reno or any of their logos without the prior written consent of:

Thomas White, Executive Director
Office of Marketing and Communications
Continuing Education Building #206A
University of Nevada, Reno 89557-0208
O: (775) 784-4832
C: (775) 386-9882
E: thomaswhite@unr.edu

or the designee of the Executive Director, Office of Marketing and Communications at the University of Nevada, Reno.

8. Members will comply with the Center's policies and procedures for scheduling visitors, conference rooms, events, and other Center related services. Any meeting requiring audio/visual equipment, catering, or staff support will be considered an event, and must be coordinated with the Center with at least 2 weeks' notice. Additional fees may apply.
9. Members must remove any food, waste, or related materials from the Center when they leave each day and must keep their space(s), including lockers, clean. Personal microwaves and refrigerators are not permitted except in leased space. The Center's refrigerators are for day use only. The Center reserves the right to dispose of any items left in the Center's refrigerator or kitchen areas overnight. Members shall place garbage in the nearest designated receptacle.
10. Members, their agents, employees and invitees shall at all times while using the Center observe and comply with the University of Nevada, Reno *Policy on the Protection of Children*, University Administrative Manual section 7,002, as amended, located at: unr.edu/administrative-manual/7000-7999-miscellaneous/7002-policy-on-the-protection-of-children.
11. Members, their agents, employees and invitees shall observe and comply with the driving and parking signs and markers on the Center grounds and surrounding areas and shall park in authorized parking spaces only.
12. No Member shall at any time occupy any part of the Center as sleeping or lodging quarters.
13. Member shall not place, install or operate on the Center or in any part of the Center, any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Center any explosives, gasoline, kerosene, oil, acids, caustics, or any other inflammable, explosive, or hazardous material without prior written consent of the Center.
14. The Center is not responsible for lost or stolen personal property, equipment, money or jewelry from Member's area or public rooms regardless of whether such loss occurs when area is locked against entry or not.
15. No bird, fowl, dogs, animals or pets or any kind shall be brought into or kept in or about the Center, with the exception of service animals.
16. The Center will not permit entrance to Member's offices by use of passkey controlled by the Center, to any person at any time without written permission by Member, except employees, contractors, or service personnel directly supervised or employed by the Center.
17. Member shall not block or obstruct entries, passages, doors, elevators, hallways or stairways and shall not place, empty or throw any rubbish, litter, trash or material of any nature into these areas, nor shall such areas be used at any time except for ingress or egress by Member, Member's agents, employees or invitees.

18. Member shall not use the water closets or any other water fixtures for any purpose other than those for which they were constructed. No person shall waste water by interfering with the faucets or otherwise.
19. No person shall disturb the occupants of the Center by the use of any musical instruments, the making of raucous noises, or other unreasonable use. Members may only play music or provide amplification with the prior written consent of the Center.
20. No Members, their agents, employees or invitees shall throw anything out of the windows or off the roof of the Center or down the stairways or other passages.
21. Member shall not store any materials, equipment, products, etc. outside the Center.
22. Member shall not erect any sign or other insignia upon or in any part of the Center without prior written consent of the Center.
23. Member shall comply with all local and federal codes and ordinances.
24. No signs, draperies, shutters, window coverings, decorations, hangings or obstructions of any type shall be placed on any skylights or on any doors or windows in the Center without the prior written consent of the Center.
25. The Center reserves the right to rescind any of these rules and make such other and further rules and regulations as in the judgment of the Center shall from time to time be needed for safety, protection, care and cleanliness of the Center, the operation thereof, the preservation of good order therein, and the protection and comfort of its Members, their agents, and employees, including but not limited to, rules and regulations regarding hours of access to the Center, which rules when made and notice thereof given to a Member shall be binding upon it in like manner as if originally herein prescribed. In the event of any conflict, inconsistency or other difference between the terms and provisions of these rules and regulations and any Membership Agreement or lease now or hereafter in effect between the Center and any Member in the Center, the Center shall have the right to rely on the term or provision in such Membership Agreement, lease or such Rules which is most restrictive on such Member and most favorable to the Center.
26. Whenever prior written consent if required by these Rules, the consent shall be that of the Center Director or designee.

I hereby certify that I have read and agree to abide by these Rules of Conduct.

MEMBER:

By: _____

Name: _____

Date: _____