



STAUNTON INNOVATION HUB HANDBOOK

Last Updated: May 1, 2018

Staunton Innovation Hub (SIH) is a community of entrepreneurs, change makers, visionaries and professionals looking to empower others, create businesses that are purpose driven and leave the world better than they found it. SIH envisions a future where individuals and companies will take courageous and mindful action to drive positive change. SIH is operated by Hub Operating Group, LLC ("HOG"). Members who have questions concerning this Handbook are encouraged to contact the SIH Executive Director or a member of SIH staff.

SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

SIH is committed to reaching the triple bottom line by conducting its operations in a way that benefits people, planet, and profit. In order to make an even bigger impact, SIH encourages members to promote social and environmental responsibility by:

- Considering environmental consequences of daily business operations by conserving resources and reducing waste in accordance to the 3 R's: reduce, recycle, and reuse.
- Giving back to the local community by being involved in community service events, set up either through SIH or through other local organizations
- Adopting a philosophy to strive for a triple bottom line business and exploring the opportunities and benefits of becoming a social enterprise or certified B Corporation.
- Recycling paper/small cardboard, plastic, aluminum, and glass in the proper bins located in the break room.
- Buying eco-friendly office materials.
- Being conscious of water usage when in the kitchen by using the dishwasher only when full and shutting off the faucet when not in use. Use refillable bottles with access to the filtered refrigerator water.
- Being conscious of energy usage when using phone booths, conference room, and individual workspace lighting
- Staying updated with SIH organized community service events

RESOURCES, SHARED SPACE & COMMUNITY

Membership entitles individuals to use SIH exclusively for the operation, maintenance and management of one's business and activities. Other uses of the space are not permitted unless prior approval is received by SIH Staff.

Break room:

The break room is open 24 hours a day, unless there is an evening or weekend event.

Members will be notified in advance of these events. Break room is not an extension of the bars downtown, and any members who use the break room in this way will have their membership revoked. Please use the break room responsibly.

Members are required to keep the break room and communal areas clean for the shared enjoyment of all the members and guests. Members agree to place dishes in the dishwasher after use or hand-wash them and to report equipment issues to the SIH Staff.

Dishwasher: All dishes MUST be rinsed thoroughly before they are placed in the machine to avoid clogging.

Microwave: Wipe out microwave after each use.

Recycle: There are receptacles under the break room counter for glass, plastic, aluminum and paper/small cardboard, and compost.

- Members should label all food and drinks that are placed in the refrigerator/freezer, otherwise they will be seen as communal.
- Members should throw away perishable food items. Those left in the refrigerator will be thrown away at end of the day, Friday.
- Coffee and tea are free for members. \$3 donation for guests based on honor system. Directions to make coffee are posted next to the coffee pot.
- Filtered water is available via refrigerator door.

Equipment and Supplies:

Members are permitted to use the equipment owned or leased by SIH and located throughout the SIH space. Please see notes below about specific equipment.

Projector: A projector can be borrowed from the SIH staff suite. In order to ensure availability, members should make requests with at least 24 hours of advanced notice. A Display TV is available in the conference room.

Printing:

All members have free black and white printing.

- Color printing is currently \$0.15 a copy

As part of our commitment to conserving natural resources, SIH wants to keep printing to a minimum. Please use PDF type scanning along with digital storage to reduce our carbon footprint.



If printing is required, the use of black/white printing to reduce toner usage is encouraged.

Faxing:

SIH Does not have a faxing service. We suggest registering with an online service such as Smartfax or Freefax. This will allow you to send personalized faxes. You may scan documents to a PDF using the multifunction machines throughout SIH, and then fax using one of the above referenced services.

Support:

A SIH staff member will be available Monday through Friday 9am-5pm with exception of holidays. They are available to answer questions about SIH. They are not responsible for answering company phone lines and directing calls.

Please contact the SIH Executive Director with any recommendations or concerns regarding SIH. SIH staff is here to help make SIH an environment that is comfortable, secure and effective place to work.

BUILDING ACCESS:

Doors will be locked from 5:30 pm - 8:00 am and on weekends/ federal holidays. The last person to leave a room or the last person to leave the building for the night, should turn off all lights. All co-working space members who do not have an after-hours and weekend membership must leave the building by 5:30 pm each weekday

For private office, dedicated desk and co-working space members with after-hours and weekend access, after-hours building access will be via the Kisi app on your Bluetooth or NFC-enabled cell phone. Fobs, cards, and access codes will not be provided. Your access to the building is not transferable and should not be lent out at any time for any reason.

Lending building access will result in termination. If a member loses its access device, it must notify SIH staff immediately. If a member's access device is reissued, such member may be responsible for paying for a replacement if lost or damaged.

Signage:

All private office members are encouraged to put up their logo or company name on the door or glass of their offices. Private office members must check with a SIH team member before hanging or attaching a logo to make sure it is an approved material and size. No signs or logos may be displayed on any exterior-facing windows without the prior approval of the SIH Executive Director.

Conference room:

In order to use the conference room, members must reserve it through the co-working management platform used by SIH (currently “Nexodus”). Reservations can be made in 30-minute increments. SIH will provide training on this system. Members must update Nexodus with any changes in their reservations, included finishing meetings early. After using the conference room, members must clean up and ensure that all equipment/lights are turned off. Buffet tables (where available) outside of conference rooms can be utilized for catering conference room functions. Members should remove excess trash to the outside bins immediately.

Office Space:

For the safety of all SIH members and the SIH building, the following are prohibited:

- The use of additional appliances beyond those provided in the breakroom
- The use of a surge protector connected to surge protector
- The use of extension cords
- The use of space heaters
- Open flames
- Trip hazards or items blocking exit pathways (follow City of Staunton Fire & Safety Rules and Regulations)

Members must adhere to all safety signs and pathways during any renovation work to either building and the plaza. Members must be sensitive to keeping noise down during business hours. The contractor and SIH Executive Director is available with any questions. They will do their very best to keep distractions to a minimum.

Private offices will be furnished with a desk(s), chair(s) and whiteboard(s). Additional furniture must be pre-approved by SIH.

Any materials to be hung from the wall must be pre-approved by SIH.

SIH will provide regular janitorial service to the common areas. For members with private offices, a vacuum will be available but SIH will not provide janitorial services to these offices.

Co-working Desks: Members are welcome to eat and drink at their desks, but are asked to wipe down the desk with the spray bottle so the next person has a clean workspace. Members should be cognizant of smelly foods in shared work spaces.

Phone booths:

Phone booths are available for calls and meetings, to both provide privacy to the caller and for the others in the office. SIH asks that members be conscientious of others who want to make a private call and limit calls to no more than the time required for the call. Nexodus is available to reserve phone booths for scheduled calls. Otherwise, the phone booths are first come, first serve.

Mail Room:

Private mail boxes will be provided to private office members and dedicated desk members for incoming mail collection. Co-working members will have access to open labeled mail slots in the mail area. SIH members will mail sort into slots daily. SIH will not receive mail on Saturdays. Limited additional locked mailboxes may be available for rent.

Utilities:

Except as may be otherwise provided in a member's sublease agreement or lease agreement, SIH provides the following to all SIH members:

- Wireless high-speed Internet
- Electricity, water and sewer

Private office members will also have access to wired high-speed Internet. SIH reserves the right to impose additional charges for excessive use of Internet services by private office members.

Prohibited Activities:**General:**

Providing false information to SIH

Smoking within 50 feet of the building

Soliciting services or product to other members or visitors

Defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as rights of privacy and publicity) of others

Using profane language or engaging in conduct that is offensive to a class or group of individuals

Drug use, unruly behavior, verbal and physical violence or threatening behavior

Stealing or damaging the property of SIH or another member

Violating any applicable laws or regulations

Technology Services:

When using the Internet or other technology services provided by SIH (the “Technology Services”), in addition to the conduct proscribed above, members are specifically prohibited from:

Using the Technology Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise)

Publishing, posting, uploading, distributing or disseminating any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information

Uploading, or otherwise making available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless the member owns or controls the rights thereto or has received all necessary consent to do the same

Using any material or information, including images or photographs, which are made available through the Technology Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party

Uploading files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property of another

Downloading any file(s) that a member knows, or reasonably should know, cannot be legally downloaded, reproduced, displayed, performed, and/or distributed in such manner

Restricting or inhibiting any other user from using and enjoying the Technology Services;

Engaging in the mining of cryptocurrency

Harvesting or otherwise collecting information about others, including email addresses, without authorization or consent;

Creating a false identity

While uniqueness is encouraged, and members should feel free to express themselves and their views, members are expected to act at all times in a civil and socially-responsible manner that is consistent with the mission of SIH. HOG reserves the right to terminate the membership of any member if such member engages in conduct which HOG determines is incompatible with the mission of SIH even if such conduct is not expressly prohibited in this Handbook.

CONFIDENTIALITY

HOG reserves the right at all times to disclose any information about a member and its participation in and use of SIH (including the Technology Services) as HOG deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or furnish, or to remove, any information or materials, in whole or in part, which HOG finds to be objectionable, in HOG sole discretion.

Each member agrees that it will hold in confidence all Hub Confidential Information and that it will not disclose, publish or distribute any Hub Confidential Information, or use any Hub Confidential Information for its benefit or for the benefit of any third party, without the prior written consent of the SIH Executive Director. “Hub Confidential Information” means (1) any information that is not generally known by the public relating to SIH, including without limitation, information relating to existing or prospective services, activities, resources, programs or events provided or offered (or to be provided or offered) at or by SIH; (2) any other information relating to membership in SIH which is known to or disclosed to members of SIH and is not generally known or accessible by the public; and (3) any information which HOG or any SIH staff or personnel designate or identify as confidential at the time of disclosure. Each member’s foregoing obligations of confidentiality shall continue to apply following the termination of such member’s membership in SIH and will apply with respect to each item of information which constitutes HOG Confidential Information as defined above until such item of information no longer constitutes HOG Confidential Information as defined above.

While HOG encourages the free discussion of ideas, members are not required to sign non-disclosure agreements which cover confidential information of other members which they may learn or acquire as a result of membership in SIH. Accordingly, each member should exercise caution when disclosing to another member, or discussing in public areas of SIH, any sensitive information (including personal, financial and health information) or any information which it considers to be confidential or a trade secret. Any such disclosure or discussion of such information may have legal consequences and/or may result in the loss of certain rights in such information. HOG also encourages members to exercise prudence and commonsense to limit any inadvertent disclosures of its confidential information, such as locking unattended computers and not leaving confidential documents in public

areas of SIH. If any member has concerns regarding its legal rights and obligations relating to disclosures of its confidential information when using SIH, we advise such member to seek legal advice.

Neither HOG nor any of the persons or entities involved with the ownership or operation of SIH (including SIH staff) will have any obligations of confidentiality with respect to information that a member provides or discloses when using SIH. If a member desires to disclose confidential information to HOG or any of the foregoing persons or entities, it should discuss such matter in general terms (without disclosing any information which it considers to be confidential) with the SIH Executive Director. If the matter is something that HOG or any of its affiliated entities wish to pursue, a representative of HOG (or one of its affiliated entities) will contact such member regarding the execution of an appropriate non-disclosure agreement. Any obligations of confidentiality that HOG nor any of the persons or entities involved with the ownership or operation of SIH (including SIH staff) will have with respect to any information of a member will be governed solely by the terms of a separate non-disclosure agreement executed by HOG (or any such entity or person) and such member.

Members are expected to respect the confidentiality of other members' information. However, HOG has no obligation or ability to police how a member may use any information that it learns or acquires from any other member.

Liability:

All members and members' guests are responsible for their own belongings and actions. HOG disclaims all liability in connection with any losses related to personal items or any personal injuries that occur in SIH. Should any action or inaction cause damage or cost to SIH, that cost is subject to be levied to the member or members whose action or inaction caused such damage.

To the fullest extent permitted by law, by signing below, each member releases HOG and all other persons and entities involved in the ownership or operation of SIH (including without limitation, Staunton Innovation Hub, LLC), together with the respective owners, employees and agents of HOG, Staunton Innovation Hub, LLC and each such entity (collectively, the "Released Parties") from any and all liability, claims and causes of action which such member has or might have in connection with anything that has occurred or might occur on or in connection with the use of SIH, or any of the services or facilities at or provided by SIH. Use of SIH and its services and facilities is at a member's sole risk.

Indemnification:

In addition to the indemnification obligations of a member set forth in such member's separate sublease agreement or lease agreement, each Member shall defend, indemnify, and hold harmless each Released Party from and against any and all losses, liabilities, damages, costs and expenses

(including reasonable attorney's fees) (collectively, "Losses") which arise out of or relate to such member's use of SIH, including without limitation, all Losses arising from (1) injury or death of any person and/or loss or damage to property, which arises out of such member's use of SIH; and (2) the conduct of such member's business, or from any activity, work or thing done, permitted, or suffered by such member in or about SIH. However, a member's foregoing indemnification obligations shall not apply to any Losses which are caused solely by the negligence of HOG or its agents.

Insurance:

HOG will carry insurance to protect its interest in SIH and its personal property. HOG does not represent or guarantee that this policy will cover the property of any member. Each member is strongly encouraged to carry a Renters Insurance Policy or other insurance policy to cover its equipment and property while using SIH.

Video and Photo Release:

Photos and videos may be taken by SIH staff during events and in the breakroom and common areas. SIH staff will not take photos or videos of private offices, conference rooms and co-working spaces unless verbal permission is received from the members using such offices, rooms or spaces. SIH staff will endeavor to give members prior warning if photos or videos are to be taken in the breakroom, multi-purpose rooms or common areas during business hours.

Members should inform SIH staff of any media coverage or photographs in SIH as soon as they know about it so that other members can be given notice.

Each member grants SIH the irrevocable and unrestricted right to use his/her/its picture, image, likeness, actions, voice and other personally identifiable information associated with any photographs or video footage taken at SIH in all formats, media and in all manners, including composite or altered representations, for advertising or any other lawful purposes. Each member waives any right to inspect or approve the finished version(s) of any such photographs or videos, including any written copy or text that may be created or published in connection with such photographs or videos.

CONFLICT MANAGEMENT AND DISPUTE RESOLUTION:

SIH requests that all members agree to participate with us in alternative dispute resolution to resolve any and all conflicts and/or disputed issues that may arise in connection with its membership in SIH. In the spirit of SIH's community manifesto and collaborative focus respectful, open and direct communication is encouraged to address issues at the earliest stage. In an effort to provide consistency and clarity for staff, hosts and members, each member agrees to submit all disputes relating to its membership in SIH and/or its use of SIH to non-binding mediation, which shall be conducted by a mutually-agreeable neutral mediator in Staunton, Virginia. If any such

dispute cannot be resolved by mediation, any litigation relating to such dispute shall be commenced and maintained only in the state or federal courts located in or having jurisdiction over Staunton, Virginia, and all such disputes shall be governed by Virginia law.

PRIVACY:

Although HOG strongly encourages collaboration among members, members should respect each other's need for peace and quiet. Violations of privacy, personal space and virtual privacy are strictly prohibited. Intentional, malicious violations of privacy may result in immediate termination of membership. SIH staff will endeavor, at all times, to maintain and respect the privacy of all suites, conference rooms and co-working space.

MEMBERSHIP & FEES

Membership and Fees:

In addition to anchor tenants who typically have a separate 3-year sublease agreement or lease agreement with HOG, SIH offers various levels of membership, including: private office membership, dedicated desk membership and co-working space membership. All memberships (except anchor tenant memberships) run on a month to month basis. Except as described below in the section entitled "Updates to Handbook." SIH does not grant refunds for unused membership days.

HOG may adjust membership fees from time to time. A current membership fees schedule shall be available in Nexodus.

SIH is open 24/7 to its members, except those co-working members who have a limited-hour weekly membership. Members must keep doors locked and closed after business hours, only allowing known guests into the building.

Guests:

SIH defines a guest as someone not otherwise associated with the core business of the member. An example would be a friend from out of town that needs a place to work for the day, but doesn't otherwise work with your business. Members are welcome to invite guests to SIH for the purpose of business meetings or events. If a guest enjoys the SIH environment and stays at SIH for five hours or longer, the hosting member must reserve a meeting room or purchase a Day Pass for the guest. If a member wants to have 2 or more guests at any time, the hosting member must reserve a meeting room, meet in a member suite or meet in the breakroom.

Rates for private rental of conference rooms for non-members can be provided upon request. These

conference room hours can be purchased for \$25 an hour (this rate is subject to increase from time to time).

Membership Cancellation:

Except for anchor tenant members, a member may cancel its membership by providing SIH with at least 30 days prior notice of cancellation through Nexodus. Cancellation by a member will take effect on the last day of the month following the 30-day notice period. For example, if cancellation notice is provided on June 15, 2018, cancellation will take effect on July 31, 2018. Upon cancellation, members may have the option to purchase a community membership to continue to have access to the online community and SIH events if SIH offer community memberships at that time. Membership cancellation without purchase of a community membership includes deactivation of membership profile, removal from online communities and communications, and no member access to the workspace. On cancellation of membership, members shall return all SIH property, including any keys and/or access cards and remove all property— including mail.

Membership Termination:

SIH may terminate membership if a member fails to pay any membership fees in a timely manner, if a member fails to abide by any term of this Handbook or for any other reason unless prohibited by law.

Upgrades:

A member may upgrade its membership to a higher level of membership at any time by completing the membership application or upgrade process through the Nexodus system. Any membership fees paid by a member for its existing membership will be credited toward the fees of the upgraded membership on a prorated basis.

Corporate Members and Employees/Contractors

If a member is a company, organization or other entity (a “Corporate Member”), and such Corporate Member needs to terminate an employee or contractor who has access to SIH, SIH staff must be notified so that they can remove building access and remove such employee or contractor from the SIH system. Corporate Members are responsible for the acts and omissions of their employees, contractor and other agents while using SIH and violations of this Handbook by an employee or contractor of a Corporate Member may result in the termination of such Corporate Member’s membership.

New employees and contractors of a Corporate Member who will have access to SIH must complete an orientation and sign a membership agreement form. Corporate Members are asked to notify SIH staff at least one week before an employee or contractor starts and to schedule an on-boarding

session with SIH staff.

CHILDREN AND PETS:

Children are allowed in the SIH for quick visits. When a member's child is in SIH, he or she is the responsibility of such member. No pets are allowed in the SIH except for service animals.

Additional Membership Benefits

SIH is pleased to offer members various discounts on different products and services of local businesses. A complete list of discounts and values are available www.stauntonhub.com.

PAYMENTS

Payment:

Membership fees are billed monthly on the 1st of each month in advance of that month's usage. Meeting room rentals and other resources are billed upon or following usage.

Unless special arrangements are made, all payment is processed through Nexodus. Members can add a card or bank account on file through Nexodus. Nexodus will automatically raise an invoice and charge the card or bank account on file on the first of the month. It is the responsibility of the member to add an initial card or bank account upon joining, and update the card or account as needed. By signing below, the member gives permission for SIH to automatically charge funds from the card or account that is associated with their Nexodus account.

Missed Payments:

Should the collection of payment be declined, not received by the 1st of the month, or date of invoice, members will have 5 days from the time of notice to reconcile the payment. If the account is not reconciled within 15 days, it may be subject to collections and termination. HOG may suspend a member's access to SIH (including by de-activating its access permissions to the building(s)) without notice to such member if such member is delinquent in paying any membership fees or other amounts owed by such member in connection with its membership in SIH.

REFERRAL INCENTIVE PROGRAM:

If a member refers a person or company to SIH and they sign up for a membership, the referring member will receive a \$25 credit toward your next month of membership.

NOTICES

Members should provide all notices relating to their use of SIH to HOG including notice of

membership cancellation, through Nexodus or by hand delivering a written notice to the SIH Executive Director.

HOG may provide notices to members through Nexodus. HOG shall also have the option (but no obligation) of providing notice to a member by leaving notice in such member's mailbox/mail slot and/or by email to the contact email address of such member maintained in the Nexodus system.

UPDATES TO HANDBOOK

HOG may update this Handbook at any time as described in a Member's membership agreement, lease agreement or sublease agreement.

Please initial all of the following statements below

I understand that payments are due the first of the month.

I authorize SIH to charge my credit card or account of file on Nexodus automatically on the first of each month, until I cancel membership.

I agree to abide by the SIH terms and conditions, uphold the core values and do my part to contribute to the SIH community.

I have read and agreed with the terms of this SIH Handbook. I understand that SIH may update this Handbook from time to time as described in the section above entitled "Updates to Handbook".

If the member is a Corporate Member, I have full power and authority to act on behalf of such Corporate Member and I acknowledge and agree on behalf of such Corporate Member that (1) the terms of this Handbook will apply to all employees, contractors and agents of such Corporate Member who use SIH; and (2) such Corporate Member will be responsible for any violations of this Handbook by any of its employees, agents or contractors in connection with their use of SIH.

Member Name:

Signature:

Title (if Member is a Corporate Member):

Date: