



Little Chute Business Incubator Agreement

This is an agreement between _____, doing business as _____ (Hereafter referred to as a Participant) and The Little Chute Public Library, for the purpose of admitting the participant into the Business Incubator and to mutually agree on the terms and conditions of such admittance for the Participant.

In accepting admittance to the Business Incubator, the Participant understands and agrees to all provisions and stipulations of the program as set forth in this document. The Participant agrees to duly and faithfully adhere to these said provisions while participating in order to receive the benefits of the Incubator. Failure to do so will result in removal and potential for reimbursement to the Little Chute Public Library for any expenditures towards the admittance of the Participant into the Incubator.

1. Fees.

The Little Chute Public Library will charge the following fees to provide services to the Participant.

- ½ Day (minimum rental time): \$25
- Full Day: \$50
- Week: \$150
- Month: \$400

*1 day use: Free for Village of Little Chute non-profit organization (must provide evidence of non-profit status)

2. Property.

The Little Chute Public Library will provide the space, office supplies and materials, Internet and utilities during the library hours of operation. The Participant agrees to keeping the Business Incubator well maintained and returned in the manner it was issued. Any damage to property will be the responsibility of the Participant. An inspection of the space and materials will be completed by library staff prior to issuance of the space for use.

Business Incubator space will be a lockable space, separate from the library space. Personal items may be stored in the Incubator space at the risk of the Participant.

No physical merchandise can be stored and sold within the Business Incubator space.

Library Hours: Monday-Friday 8:00am-8:00pm

Saturday: 9:00am-4:00pm (must arrive before 12:30pm)

Closed on all major holidays

3. Unlawful Activity.

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action deemed appropriate, including but not limited to reporting suspected unlawful activity to law enforcement officials, regulators or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your information used in the Business Incubator.

4. Indemnification.

Participant agrees to indemnify, defend, and hold the Little Chute Public Library and our partners, agents, officers, directors, employees, third party suppliers of information and documents, attorneys, product and service providers harmless from any liability, loss, claim and expenses, including reasonable attorney’s fees, related to your violation of this Agreement or use of the space.

5. Limitation of Liability.

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including but not limited to lost profits arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages. Nothing in this Section is intended to limit or restrict the indemnification rights or obligations of either party.

6. Legal Compliance.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Little Chute Public Library Business Incubator and the content and materials provided therein.

7. Termination.

Either party may terminate this Agreement for any reason upon five (5) business days’ written notice to the other party. Either party may terminate this Agreement in the event the other party breaches any of the terms and conditions of this Agreement. The Little Chute Public Library may terminate this Agreement immediately and without notice if any of the representations and warranties set forth were false or misleading as of the date of this Agreement.

8. Disclaimer.

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE VILLAGE’S EQUIPMENT OR OTHERWISE ARE PROVIDED "AS-IS", "AS AVAILABLE", WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, INACCURACIES, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

Reservation and fee:

Non-refundable Incubator Use Fee of \$_____ has been paid to utilize the space from _____ to _____.

Reviewed and Approved By: _____

Participant: _____ Date: _____