

COMMUNITY HANDBOOK

CMURC Phone Number: 989-202-6036

Uptown Bay City

122 Uptown Drive, Suite 204

Bay City, MI 48708

Mt Pleasant SmartZone 2625 Denison Drive

Mount Pleasant, MI 48858

Midland

801 Joe Mann Blvd, Suite P

Midland, MI 48642

Riverfront Saginaw

203 S. Washington Ave, Suite 260

Saginaw, MI 48602

Riverfront Saginaw

EMERGENCY – MEDICAL, FIRE & POLICE

| Police | | 911 |
|------------------------|-------|----------|
| Poison Control Center | (800) | 222-1222 |
| Consumers Energy (Gas) | (800) | 477-5050 |

NON-EMERGENCY

Uptown Bay City

Police Dispatch.....(989) 892-8571

Electrical Dept...... (989) 894-8350

Fire non-emergency.....(989) 892-8601

Mt. Pleasant Smart Zone

CMU Police Dispatch....(989) 774-3081

Police Dispatch.....(989) 779-5100

Risk Management & Safety Services......(989) 774-3741

Midland

Police Dispatch......(989) 631-5716 Electrical Dept...... (989) 837-3300

Police Dispatch.....(989) 759-1229

Electrical Dept...... (989) 759-1421 Fire non-emergency..... (989) 759-1383

Fire non-emergency......(989) 837-3410

INTRODUCTION

Welcome! This Community Handbook explains CMURC approach to the ecosystem and sets forth certain important guidelines for participation. CMURC is an inclusive, professional coworking space with accelerator programs focused on product and strategic development for entrepreneurs to positively impact the economy in the Great Lakes Bay Region. It brings together local, regional and statewide partners to accelerate the success of entrepreneurs, growing businesses, and jobs by leveraging the resources of Central Michigan University, the Mount Pleasant SmartZone, and the Michigan Economic Development Corporation's 21st Century Jobs Trust Fund.

GUIDELINES FOR ADMISSION

It is the primary mission of CMURC to support company growth that enables client companies to expand their services and create jobs in the region. Every effort will be made to provide advice and assistance with the items below. The CMURC community is a diverse blend of CoWork members, Virtual members, and/or Accelerator members. All community members have access



to the CMURC mobile app and Member Portal, Pickspace.com. This is where a member profile and skill sets can be set, jobs are posted, invoices are managed, conference rooms are reserved, and one can interact with the full community.

FACILITIES & SERVICES

Membership Terms

Agreements will automatically renew on a monthly basis and be invoiced on the first of every month, unless you provide written notice to cmurc@cmurc.com terminating the Agreement at least ten (10) days prior to the next invoice date. Payment is due as of the start date on the invoice, and you will not receive access to the facilities until payment is received. If payment is not received within ten (10) days of the due date, your access will be terminated, and a late fee may be applied to your account. All payments are non-refundable. CMURC reserves the right to deny you access to the Websites, the facilities, and all products and services if payment is declined or is not made. Credit card payments are processed through a third-party vendor utilized by CMURC. A credit card OR ACH account must be on file for billing purposes. CMURC accept debit/ACH (no fee) or credit cards (3.5% processing fee). Cash is not accepted. Direct billing is accepted with pre-approval from the CMURC team. A \$20 fee will be applied for returned payments.

A refundable security deposit is required for all cowork memberships. The deposit amount will be determined based on the membership type and is due prior to the activation of membership. The security deposit will be refunded after the termination of the membership, provided all office and furniture keys have been returned, the office is left in its original condition, and there is no damage or outstanding balances. Deductions may be made from the deposit for any repairs, replacements, or unpaid fees.

In cases where members occupy a space without payment beyond 30 days, management reserves the right to terminate the membership and reclaim the space. Any personal belongings left in the office after termination will be removed and held securely, available for pickup for 14 days. Items unclaimed after this period may be discarded or donated.

Business Hours

Doors at all facilities are locked at all times due to safe workspace guidelines, but based on the membership level key fob access to all facilities is available 24/7. Electricity, heating and air conditioning will be provided for comfortable and suitable occupancy of the premises under normal business operations, 24 hours a day, and seven days a week.

Security & Building Access

Security is everyone's responsibility, and cameras are within all four CMURC facilities. Clients will be responsible for meeting and escorting guests to and from their offices. Lost keys and/or key fobs must be reported immediately, and you may be subject to a lost key fee of up to \$100.00, which will be used to cover cost of replacement of key and/or re-coring of lock. All keys and key fobs must be accounted for and returned upon leaving CMURC permanently. When an employee who has been assigned a key and/or key fob leaves employment with the tenant at CMURC, the company is responsible for returning the key and key fob to CMURC manager. Please do not reissue the key to another employee.

Background checks may be required for tenants and employees.



Dress Code

Because our work environment services numerous customers, professional to business casual attire and appropriate grooming is essential. A few examples of appropriate business attire include button up shirts with pressed khaki pants, a sweater and shirt with pants, jacket, sweater and skirt or business suit. Jeans are appropriate with collared shirts or sweaters, however not allowed attire includes, but is not limited to: casual flip flops and/or swim wear, cut off shirts or sweatpants.

Conference Rooms

Conference rooms are available to reserve through the Member Portal, cmurc.pickspace.com. Rooms are reserved with credits and the responsibility of the member to reserve. Members are responsible for providing their own refreshments for meetings.

There are ipads outside each conference room where you can see availability. Please reserve the room from the mobile app or from your desktop, and do not occupy a room that you have not reserved. Please be kind to your fellow coworkers by releasing reserved rooms when meetings are cancelled.

CoWorkers are responsible for cleaning conference rooms immediately following meetings. All trash, such as paper goods, styrofoam cups, etc. should be placed in waste receptacles. Wash and return coffee cups to the kitchen area. Please remove any materials used for demonstration purposes and erase material on white boards. Return any moved furniture to original arrangement.

Event Policy

If you would like to host an event, requests to host in a CMURC Facility must be submitted to CMURC team member no later than 14 days prior to the event date. A deposit for cleaning and potential damage will be required when booking events in our spaces. The following information must be submitted: Event Date, Event Description, Event Hours, Event Host Name, Event Host Contact, Anticipated Guest Count, Catering Company, Janitorial Provided By.

Should a conflict arise, consideration of the tenant's reservation request shall be weighted based on equitable factors, including the tenant's leased space. The maximum occupancy of CMURC spaces varies and must be adhered to at all times.

Catering companies must be licensed to serve food and alcohol. Event hosts must remain present for the duration. No smoking is permitted anywhere in or around the building.

Housekeeping: Please ensure space is returned to original condition at conclusion of the event. A minimum charge of \$100 will be levied to any party not complying to cover costs for additional cleanup. Any damage to the space will be charged to the responsible party – report any damage to CMURC team.

Noise Ordinance: Out of respect for local and surrounding businesses, noise is prohibited between the hours of 9 p.m. and 7 a.m.

Kitchen

The kitchen is available for use by all tenants. Coffee will be available. If your facility is out of coffee, please notify the CoWork manager as soon as possible.



If you use the sink area, microwave, toaster, or refrigerator, please leave it clean, this includes washing your coffee cups and dishes and wiping out spills and splatters in the microwave.

Please remove any items that you may have stored in the refrigerator that are old or spoiled. Cleanliness is important not only as a common courtesy, but also because there are frequent visitors who tour the CMURC and a positive impression is important.

Hazardous Materials

Use and disposal of hazardous materials are the responsibility of the tenant and must be handled in accordance with all applicable local, state and federal regulations. Hazardous materials shall be disposed of only by a licensed and insured hazardous waste hauler. CMURC staff shall be notified of the type of hazardous waste and the timing of its removal 72-hours prior to its removal.

Information Technology Services

Baseline internet services will be provided by CMURC and the tenant will receive either a guest login or a secured username and password to access the internet. Clients and service provider tenants may be asked to identify IT services and/or to meet with the CMURC manager prior to move-in to determine their communication needs.

Mailroom & Copier Services

A mail, scan and copy area is available for qualified cowork members. At CMURC, mail will be delivered to specific mailboxes. All incoming mail and packages must of name of business, suite #, and contact individual for delivery.

| Carrier | Telephone Number | Web Tracking Page |
|---------|-------------------------|--------------------------------------|
| FedEx | 1-800-463-3339 | www.fedex.com/us/track |
| DHL | 1-800-247-2676 | www.dhl.com/en/express/tracking.html |
| UPS | 1-800-742-5877 | www.ups.com/tracking |

Client shall not use the loading docks or receiving areas of the building except in accordance with regulations for their use established by CMURC. CMURC will not accept shipments on client's behalf.

Signage & Logos

All clients will be able to have company names and logos displayed outside their offices/cubes. Logos will be created at the client's expense and mounted by CMURC facilities staff. If CMURC clients wish to use the CMURC logo in their advertising and promotional efforts, they should make a written request to CMURC. The CMURC logo may not be used under any circumstance without permission.

Parking

Parking for CMURC Community Members is provided for no cost at a first come, first served basis in designated areas at each facility.

Trash, Recycling & Housekeeping

Trash containers will be provided and janitorial staff will clean and remove trash each week. CMURC is active in recycling programs. Containers are placed throughout the building to collect recyclable materials. If you require more trash removal, please take to designated dumpsters at the facility.



Use the Ticket System for Support

To ensure efficient communication, please use the ticketing system in the Member Portal to report any issues or other concerns. This helps us address your needs in a timely manner.

POLICIES & RULES

The following rules will apply to all leases and licenses, provided that on a case by case basis CMURC may agree to rules other than set forth in this handbook. In such cases, or if there is a conflict between provisions within this handbook and a tenant's lease or license agreement, the terms of the lease or license agreement will apply.

- 1. Client shall not solicit business from other clients in the building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the premises unless ordinarily included within client's use of the premises as specified in the lease.
- Client shall not make any use of the premises which may be dangerous to person or property or which shall increase the cost of insurance or require additional insurance coverage.
- 3. Client shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, window coverings, lettering or direction or install any lights on any part of the outside or inside of the building, and then not on any part of the inside of the premises which can be seen from outside the premises, except as approved by CMURC in writing.
- 4. Client shall not use the name, logo, trademark or pictures of the building in advertising or other publicity, without CMURC's prior approval.
- 5. Client shall not obstruct or place objects on or in sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the building. Client shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from the building corridors or from the exterior of the building.
- 6. Bicycles shall not be permitted in the building other than in locations designated by CMURC.
- 7. Other than service animals, animals are not allowed on the premises of any CMURC building.
- 8. Client shall not disturb other clients or make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to other clients of the building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the building or the premises.
- 9. Client shall not waste electricity or water and shall cooperate fully with CMURC to assure the most effective operation of the building's heating and air conditioning and shall refrain from attempting to adjust any controls. Client shall keep all doors to the premises closed and not bring any supplemental heating or cooling devices (i.e. space heaters).
- 10. Except as otherwise provided in the lease, client shall not install any signal, communication, alarm or other utility or service system or equipment without the prior written consent of CMURC.



- 11. CMURC may require that all persons who enter or leave the building identify themselves to security personnel, by registration or otherwise. CMURC, however, shall have no responsibility or liability for any theft, robbery or other crime in the building. Client shall assume full responsibility for protecting the Premises, including keeping all doors to the premises locked after the close of business.
- 12. Client shall not overload floors; and client shall obtain CMURC's prior written approval as to size, maximum weight, routing and location of furniture, business machines, safes, and heavy objects. Client shall not install or operate machinery or any mechanical devices of a nature not directly related to client's ordinary use of the premises.
- 13. In no event shall client bring into the building flammables such as gasoline, kerosene, naphtha and benzene, or explosives or firearms or any other articles of an intrinsically dangerous nature.
- 14. No person or contractor, unless approved in advance by CMURC, shall be employed to do janitorial work, interior window washing, cleaning, decorating or similar services on the premises.
- 15. Client shall not use the premises for lodging, cooking (except for microwave reheating and coffee makers) or manufacturing, or selling any alcoholic beverages or for any illegal purposes.
- 16. Client shall comply with all safety, fire protection and evacuation procedures and regulations established by CMURC or any governmental agency.
- 17. Client shall cooperate and participate in all reasonable security programs affecting the building.
- 18. Client shall not go onto the roof of the building or any other non-public areas on the premises and CMURC reserves all rights to control the public and non-public areas of the building. In no event shall client have access to any electrical, telephone, plumbing or other mechanical closets without CMURC's prior written consent.
- 19. Client shall not dispose of any foreign substances in the toilets, urinals, sinks or other washroom facilities, nor shall client permit such items to be used other than for their intended purposes, and client shall be liable for all damages as a result of a violation of this rule.
- 20. Client shall not smoke nor permit its employees, guests, invitees or others to smoke in any areas of the building or at entrances. Both smoke or smoke-less tobacco products are prohibited inside all CMURC facilities.
- 21. CMURC reserves the right to periodically modify these policies, rules, handbook terms and schedules or alter them on a case-by-case basis through discussions with client companies.
- 22. Tenant shall indemnify and hold harmless CMURC, its officers, agents and servants, from and against any and all claims, actions, liability and expense in connection with loss of life, bodily injury and damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by tenant of the leased premises or any part thereof, or occasioned wholly or in part by any act or omission of tenant, its agents, contractors, employees, servants, subtenants or invitees, unless the same be caused by the willful act of CMURC.
- 23. Alcoholic beverage regulations: Dispensing of all alcoholic beverages shall be subject to approval by CMURC management. All alcoholic beverages shall be restricted to designated areas in each building. 1) Alcoholic beverages shall NOT be allowed in hallways, restrooms, or any area that has not been authorized by the director of the center. 2) The following restrictions shall govern all activities where alcoholic beverages are served: a) Michigan State laws will be met as governed by the Michigan Liquor Control Act. b) Upon request, any person or persons shall display picture identification



- as proof that such person has reached the legal drinking age. c) The sale of alcohol on the premises is prohibited.
- 24. Facility Closure: CMURC operations may be suspended due to weather conditions, physical damage or other emergency conditions that prevent normal operations. The decision to close all or part of the facilities for reasons of weather, building conditions or disruptive actions will be made by the President and CEO or his/her designee.

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

You understand that CMURC's client, member, and partner relationships are valuable, special, and unique assets of CMURC. You understand that CMURC may have disclosed or may disclose information relating to proprietary information which may include, without limitation: (i) computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, product development plans, and other technical information; (ii) client, customer, or Exchange member/partner information, contacts, and identities; and (iii) to the extent previously or subsequently disclosed is hereinafter referred to as "Proprietary Information."

In consideration of the parties' discussions and any access to CMURC's Proprietary Information you agree as follows:

1. You will (i) hold the CMURC's Proprietary Information in confidence and take reasonable precautions to protect such Proprietary Information, including, without limitation, all precautions you employ with respect to your own confidential materials; (ii) not divulge any such Proprietary Information or any information derived therefrom to any third person; and (iii) not make any use of such Proprietary Information except for the purposes for which the disclosures are made. You agree not to profit or attempt to profit off CMURC's Proprietary Information without the express written consent of CMURC.

Without granting any right or license, CMURC agrees that the foregoing restrictions shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that you can document: (i) is or becomes, through no improper action or inaction by you, generally available to the public; or (ii) was in its possession or known by you prior to receipt from CMURC; or (iii) was rightfully disclosed to you by a third party; or (iv) was independently developed without use of any Proprietary Information of CMURC.

You may make disclosures required by law or court order provided you notify CMURC of your intent to make the disclosure and provide CMURC an opportunity to take steps to prevent the disclosure. You will make diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order for the disclosed information.

2. Immediately upon a request by CMURC you will turn over to CMURC all Proprietary Information of CMURC and all documents or media containing such Proprietary Information and any and all copies or extracts thereof. However, if you have intermingled or combined the Proprietary Information of CMURC with confidential or proprietary information of your own or received from a third party, the Proprietary Information of CMURC, and all copies, shall be destroyed, and you shall provide CMURC written confirmation that such destruction has taken place. If the parties have entered into subsequent agreements for collaborative use of the Proprietary Information, the provisions of that subsequent agreement will control.



- 3. You agree that during the term of this and any subsequent Agreement and for a period of two (2) years following the termination of this or any subsequent Agreement, you shall not, directly or indirectly, either as an equity owner (except for the ownership of stock in any corporation whose stock is listed on an American Stock Exchange), employee, designer, representative, salesperson, consultant, director, lender, or in any other capacity, engage in or be interested in any business in the United States of America and its territories that is in direct competition with the business of CMURC in the coworking, networking, or business consulting fields. You further agree that you will not form, create, use, consult on the formation or creation of, or maintain any internet website during this period of time that is in direct competition with CMURC in the coworking, networking, website developing, or business consulting fields. Finally, you agree that you shall not solicit for employment any person employed by CMURC.
- 4. You agree that both during and after the term of this Agreement or any subsequent agreement on substantially similar terms, you shall not for a period of two (2) years thereafter solicit for business or provide goods or services to any individual or entity which was a client, customer, member, or partner of CMURC's at any time, or engage in work or any contractual relationship, directly or indirectly, or through any entity, person, enterprise, or employment which competes with CMURC in any manner or solicits CMURC's clients, customers, members, or partners, or provide goods or services in the field of coworking, networking, website development, or business consulting.
- 5. You realize and agree that the subjects of this Agreement are of critical importance to CMURC. You acknowledge that if you violate this Agreement or any subsequent agreement on substantially similar terms, you will cause severe and irreparable injury to the business and goodwill of CMURC, which injury is not adequately compensable by money damages. Accordingly, in the event of a breach, or threatened or attempted breach, of this Agreement, CMURC, shall, in addition to any other rights and remedies, be entitled to immediate appropriate injunctive relief or a decree of specific performance of this Agreement, without the necessity of showing any irreparable injury or special damages, and you further agree that said injunction shall not preclude an action for damages, attorney fees, and costs for said violation. Further, because an exact dollar figure for things such as loss of goodwill will be difficult to ascertain, if found to be in violation of this Agreement, damages against you shall be an amount at least equal to \$5,000. You agree that if CMURC or its successors or assigns files any suit or action relating to your violation of this Agreement and is granted any judgment or injunction of any kind, you shall pay all of CMURC's attorney fees and legal costs associated with said suit or action, plus all other damages provided for in this Agreement or under the law of the State of Michigan.
- 6. If this Agreement shall be held by a court to be invalid or unenforceable because it is too broad in any respect, the Agreement shall be narrowed by the court to the extent required to be enforceable. Should you fail to comply with any provision of this Agreement, the applicable time period for any restrictive provision shall toll and any period of noncompliance shall not count against the time period.
- 7. This Agreement shall be assignable by CMURC in connection with any sale of its business. This Agreement is a personal obligation of you and shall not be assignable. This Agreement and all other documentation executed in accordance herewith shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Michigan. It is deemed by the Parties that each has executed this Agreement in Isabella County, Michigan, each Party consenting to the exclusive personal jurisdiction thereof. No failure or delay by CMURC in enforcing any right will be deemed a waiver. No provision of this



Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the Agreement.

BUILDING EVACUATION AND EMERGENCY PROCEDURES

FIRE ALARM PROCEDURES

Please remember, the nature of the materials in our building may be flammable and/or explosive. Keeping this in mind, please take the following procedures seriously.

In Case of Fire Alarm Sounding

- 1. Assume there is an actual emergency unless you have been previously informed that testing is taking place.
- 2. Leave the building immediately, no questions asked, using the NEAREST EXIT. Assist others in your suite/hallway only.
- 3. Move away from the building as quickly as possible.
- 4. Gather at a designated location outside and away from the facility. Participate in roll call. Provide information as to visitors or people who may be unaccounted for. Give roll call information to fire/police personnel.
- 5. If flames or smoke can be seen, contact 911 from outside of building by cell phone.
- 6. DO NOT RE-ENTER THE BUILDING until the all-clear is announced.

In Case of Smoke or Flames

- 1. Pull nearest wall mounted fire alarm which can be found at exit doors.
- 2. Leave the building immediately, no questions asked, using the NEAREST EXIT. Assist others in your suite/hallway only.
- 3. Move away from the building as quickly as possible.
- 4. Gather at a designated location outside and away from the facility. Participate in roll call. Provide information as to visitors or people who may be unaccounted for. Give roll call information to fire/police personnel.
- 5. Contact 911 from outside of building by cell phone.
- 6. DO NOT RE-ENTER THE BUILDING until the all-clear is announced.

TORNADO/SEVERE WEATHER INFORMATION

In the Event of a Tornado WARNING

Generally, a warning is issued 3 minutes before a tornado touchdown is anticipated, so it is very important to be able to guide occupants to their specific shelter area as quickly and efficiently as possible.

- 1. Secure the office/laboratory
- 2. Proceed to shelter areas immediately

LOCATION OF TORNADO SHELTERS: All restroom facilities at the CMURC Facility have been designated as tornado/severe storm shelters.

If you are unable to reach a designated tornado shelter, find the lowest point in the area, away from windows and take cover under the most secure object you can find.

Things to AVOID if you cannot reach the shelter area:

Wide expanse ceilings



- Areas containing windows, display cases, or other glass
- Areas containing a large amount of chemicals
- Large open areas

BOMB THREAT EMERGENCY

In the event a bomb threat is received:

- 1. Try to obtain as much information as possible from the caller, including:
 - Expected time of the explosion, Location of the bomb, Reason bomb was placed
- 2. Immediately call 911 and inform other CMURC staff.
 If a bomb or suspicious device is found, or if you believe the threat to be valid, evacuate your area. An "All Clear" will be given on the building when authorized by the police