

Terms of Service

ST. GEORGE EXECUTIVE SUITES (SGES) USER AGREEMENT

Applicant (User) and St. George Executive Suites (SGES) agree as follows:

1. Provision of Services:

SGES will provide User with access to SGES as a member, on the membership basis selected by User on User's Application, on the following terms and conditions.

2. Prices:

User will pay SGES the monthly fees as posted from time to time on SGES website (or at the rate agreed for Users who have locked in rates for a period of time) for the membership category which User has selected. Further, User will pay SGES for all additional products and services used by User which are not included within a membership payment, at the rate posted from time to time on SGES website or at the SGES Facility. Except for rates locked in by agreement, SGES reserves the right to change rates from time to time, and such changes shall take effect when posted to SGES website or at the SGES Facility, and without further notice to User.

3. Payment:

User will supply SGES with a valid credit card number and any other information necessary to obtain payment from a major credit card company for all items used by User. User agrees that Satellite shall bill all fees and charges to User's credit card, and that User will ensure that Satellite has valid credit card information at all times. User understands that credit cards will be billed for membership fees in advance and for all other charges in arrears on the 1st day of each month. SGES reserves the right, at its sole discretion, to accept other payment methods on an individual basis.

4. Proprietary Information:

User will provide for the protection of its own proprietary information at User's sole risk. User will respect and observe the privacy and proprietary information rights of all other members or others using the center.

5. Entry:

SGES authorized staff shall have the right to enter Member's Dedicated Space(s) in the following circumstances:

1) In case of emergency; 2) City, County, State, Fire, Police Inspection; 3) Upon reasonable advance notice for Cleaning, Pest Control Services, Repairs, Improvements or to Exhibit the Office to Potential Members or Appraisers, Mortgagees, Lenders; 4) Supply services and deliver packages requested by Member.

6. Indemnity / Insurance:

User is responsible for all damages or losses suffered by User or User's Guests or Invitees in the course of using SGES. User waives all claims against SGES, or its agents, servants, employees, or other associated persons, arising out of User's presence at the Facility or any acts or omissions of User or its agents, employees, or other associated persons.

User recognizes the need for User to have appropriate liability, health, and other insurance to protect User, and agrees that User will look solely to its own insurance and its own resources in regard to any injuries or damages incurred at the facility or arising out of this contract or User's activities or use of SGES facilities.

User will defend, indemnify and hold SGES, its agents, and employees harmless from and against any and all claims, suits, damages, losses, liability, obligations, fines, penalties, costs and expenses including legal fees and expenses, which arise from the rendering of services hereunder except to the extent any such matters arise from SGES gross negligence or willful misconduct.

7. Personal Property:

User brings or leaves personal property at the Facility at User's sole risk and responsibility. User releases SGES from any claims of whatever kind or nature relating to lost or stolen property, or otherwise arising from damage to User's personal property, including any computer used by User.



User will reimburse SGES for the cost of repairs and down-time caused by any damage to the center or SGES facilities or property caused by User or any guests or licensees of User.

User will not under any circumstances remove or allow removal of any SGES property from the Facility, and will reimburse SGES for the new repurchase cost of any items removed.

8. Respect for Laws:

In all matters relating to use of SGES Facility, including all use of computers and IT devices for accessing the internet, User will strictly comply with all laws and act ethically and in good faith. Without limiting the generality of this rule, User specifically agrees not to use SGES systems or Facility to hack into or otherwise obtain unauthorized access to any other computer system, to download or otherwise obtain any copyrighted, trademarked, or trade secret information, to libel or slander any person, or otherwise cause harm, negligently or intentionally, to any person.

9. Telephone:

Unless pre-agreed, in writing, all components of the telephone service, including phone numbers, IP addresses and phone equipment issued by SGES but used by Member will remain at all times property of SGES. Member may request, upon commencement of Membership, a portable telephone number at a set-up fee charged to the Member by SGES's Vendor. Member is not permitted to install any communication equipment, including telephone or network lines for internal or external use without prior written approval of SGES.

10. Mail:

- 1.) SGES is not responsible for mail returned to Sender for improper address.
- 2.) Mail and packages will not be forwarded to other 3rd party agents or delivery addresses.
- 3.) Members who have not paid by the 10th day of the month, with or without notice, will have all services terminated; mail will be returned to sender.

11. Internet Service

Member may not use this service to publish, download, post, upload, distribute, disseminate any inappropriate, profane defamatory, obscene, indecent or unlawful topic, name, material or information on or through SGES servers or bandwidth. Member may not upload any information, including images or video/film, software, content or other material protected by intellectual property laws, including, by way of example, but not as limitation, copyright or trademark laws, unless Member owns or controls the rights thereto or has received all necessary consent to do so.

The service may NOT have a proxy server or other preventative measure against outside intrusions. Member acknowledges that the standard internet access service is provided "as is". SGES cannot be held responsible for any security intrusions, damages or faults that occur as a result of this service. SGES recommends that Member place the following protections on all computers connected to the service: automatic virus scanning software, installation of personal computer firewalls, shutting computers down when not in use for long periods of time, unique ID and password for each computer. SGES is NOT responsible for any data, business, or other losses that result from interruption to the internet service provided by SGES. Member is responsible for protecting its own computers and data from electrical surges, theft, viruses, other malicious attacks, or network interruptions. Service does have a firewall.

12. Termination:

User may terminate this Agreement at any time on one month's notice by notifying SGES in writing. SGES may terminate or temporarily suspend this Agreement at any time that User breaches this Agreement or SGES's User Rules, or if User's credit card is refused, expires, or is revoked, if User acts in the SGES center in any way which is not in the best interests of SGES or the other Users, or for any reason of incompatibility or other subjective reason, in SGES's sole discretion. If SGES terminates or suspends User's privileges, it may do so by deactivating User's fob access key, without notice to User. If User has left behind any materials or personal property in a private office or storage area and User's privileges are terminated or suspended, User may access such materials by making arrangements by phone to do so by meeting SGES's staff person at the Center during normal business hours.

13. Rules:

User confirms review of SGES New Member Information and Community Guidelines, Bloomington C.P.O. Building Interior and Bloomington Courtyard Exterior Grounds Rules and Regulations and agrees to be bound by all such rules. Violation of the User Rules is ground for immediate termination or suspension of User privileges.

14. Assignment Prohibited:

User may not assign its rights or obligations under this Agreement under any circumstances. Use of a User fob access key by any person other than the registered, contracted user is prohibited, and shall be cause for immediate termination.

15. Entire Agreement:

This Agreement and the User Rules and Privacy Policy contain the entire agreement between the parties. There are no other agreements, promises, representations or understandings except those set forth herein. This Agreement supersedes all previous promises, representations and agreements. This Agreement may be modified or amended only in a writing signed by both parties.

16. Nature of Agreement; Relationship of the Parties:

User is granted rights solely as a licensee, and shall not be deemed to be a tenant, nor shall this agreement be deemed a rental agreement or lease.

17. Attorney's Fees:

In the event of any legal proceedings or arbitration arising out of this Agreement, the prevailing party shall be entitled to recover from the losing party all of prevailing party's reasonable costs and expenses, including court costs and attorney's fees.

18. Residence:

Use of the Facility for anything other than office and business uses is prohibited. In particular, no User may reside in the center at any time or for any period.

19. Execution:

User acknowledges and accepts this Agreement.

User _____
 (signature)

 (print)

Date _____

