

City of Hagerstown
Department of Community & Economic Development
14 North Potomac Street Suite 200A
Hagerstown, 21740



COMPETITIVE NEGOTITATED PROPOSAL PROCESS

REQUEST FOR PROPOSALS

BuroBox Entrepreneurship Resource Center and Co-Work Space
60 W. Washington Street

Overview of Opportunity

The City of Hagerstown ("City") is issuing this Request for Proposals ("RFP") to explore the possibilities of recruiting an outside operator of the BuroBox with the goal of higher utilization of the space for entrepreneurship development and/or creating a co-work space.

The BuroBox is located at 60 W. Washington Street, Hagerstown, MD 21740, and is currently operated as a program of the City of Hagerstown Department of Community and Economic Development.

The City seeks proposals that demonstrate the following:

- Highest and best use for the facility and positive impact for businesses and the community.
- Entrepreneurship development, fostering business growth and economic impact for the downtown.
- Highest utilization of the facility to include entrepreneurs and expansion of membership eligibility to also include existing businesses and telecommuters.
- A commitment to operate the facility for a minimum of 2 years.
- A self-sustaining business plan and financial model.
- Coverage of operational costs such as copier lease, utility expenses, etc.
- No management fee or ongoing operational costs to the City.

The City will give consideration for the following:

- Ability of the outside operator to use the existing equipment and furnishing of the facility.
- Ability of outside operator to retain the revenue from membership and room rental fees.
- Free or low-cost rent for an initial start-up period.

Description of Current Operations

- Operations began October 2016 as an entrepreneurship resource center
- Location – 60 W. Washington Street, Hagerstown, MD 21740
- Sq. Footage of Burobox – 4,500sqft

Website Links/Documents for Additional Information

- BuroBox Website – About Us, Membership Fees, Partners
<https://www.theburobox.com/>
- Membership Application – Attached
- Membership Agreement for General Members – Attached
- BuroBox Conference Room Rental Information
<https://www.theburobox.com/conference-room>
- BuroBox Conference Room Rental Guidelines and Application Form
https://ff5999d0-91ef-41ef-a2ea-254e07c2ecb3.filesusr.com/ugd/3390b0_dc68eabcc6d24c34abfca18f0baccc28.pdf

Current Membership, Hours and Fee Structure

- Office Tenants – 2
- Regular Members – 4
- 8 a.m. to 7pm p.m., 7 days per week

Membership	Office	Basic
Monthly Fee	\$100	\$50
Space	Dedicated Office (2 Available)	Common Work Space
Days	Unlimited Access	8am-7pm, 7 days per week
Print/Copy/Scan	250 b/w, 25 color	200 b/w, 20 color
Lockers	Free Access	
Parking	Parking available in the University Parking Deck or short-term at metered spaces. City Parking Rates Apply	

Description of Space and Facility Areas

- General Open Work Space/Meeting Space
- Conference Room
- Partner’s Room
- Kitchenet/Lockers Area
- 2 Private Offices – both currently leased on a month-to-month basis with 60days notice required.

Additionally, the front retail space of approximately 925 sf is currently leased on a month-to-month basis. If current tenant desires to relocate and relocation happens, this space might also be offered.

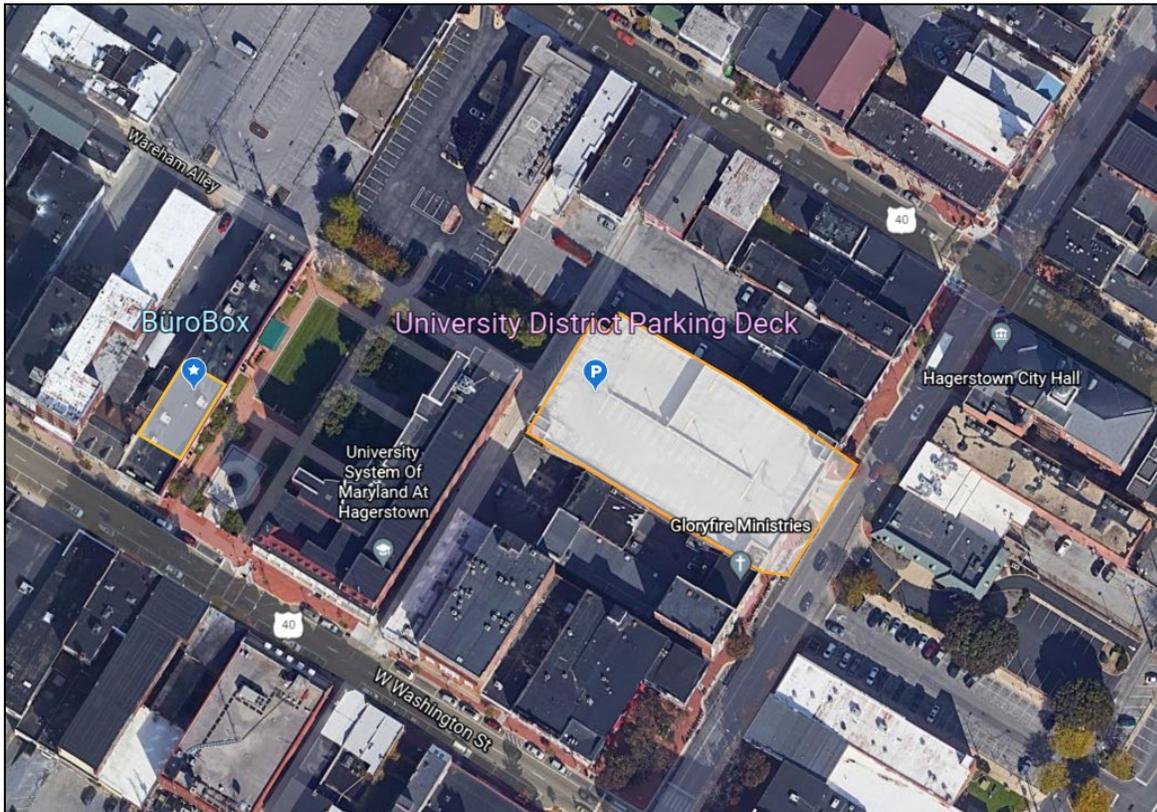
Current Equipment and Furnishings

- 40 Rolling Chairs
- 4 Desk Chairs
- 3 L Desks
- 1 Conference Table
- 9 Roller Tables
- 1 Water Cooler
- 1 Refrigerator
- 1 Microwave
- 2 Flat screen television
- 1 Sound Bar
- 2 Keurig Coffee Makers
- 2 paintings
- 1 Standing Personal Item Storage Locker
- 1 Mail Locker
- 1 Bookcase
- 2 Paper Shredders
- 1 Counter Top Ice Machine

Annual Utility/Operating Costs:

- Internet and Equipment - \$3,000
- Culligan Water - \$250
- Copier Lease and Supplies - \$2,000

Aerial & Parking Map



- 1- BüroBox
- 2- City's University District Parking Deck
- 3- Central Lot and On-Street Parking

Weblink to City Parking Rates – Prevailing Parking Rates Apply

<https://www.hagerstownmd.org/282/Parking-Programs-Rates>

Application and Review Process

Applicants must submit a complete Competitive Negotiated Proposal application form, along with all required support documents, to the Department of Community and Economic Development (DCED). A staff committee will review all proposals and forward recommended applications for review by the Mayor and City Council. If a concept is supported by the Mayor and City Council, staff will be authorized to further explore a more detailed Partnership and/or Lease Agreement, which will be subject to review and final approval by the Mayor and City Council.

Proposals will be reviewed on a continual basis as they are received.

Questions

For questions, please contact:

Chris Siemerling, Economic Development Specialist
14 North Potomac Street, Suite 200A,
Hagerstown, Maryland 21740
301-739-8577, ext. 822
Email: csiemerling@hagerstownmd.org

COMPETITIVE NEGOTITATED PROPOSAL PROCESS

APPLICATION FORM

REQUEST FOR PROPOSALS

BuroBox Entrepreneurship Resource Center and Co-Work Space

60 W. Washington Street

I. Applicant Information

1. Business Name: _____

2. Name: _____

3. Title: _____

4. Phone Number: _____ Email Address: _____

5. Street Address: _____

6. City/State/Zip Code: _____

7. Website: _____

8. Name, address and phone numbers of other persons or entities having an ownership in the applicant business entity (if applicable):

II. Program Information - Please provide the following as a separate attachment:

9. What is your proposed concept for the utilization and operation of the City's BuroBox facility at 60 W. Washington Street. Please include the proposed hours, scale, structure and character of operations. Please describe the proposed use for each area of the facility.

10. How does your concept include continuing and/or evolving the existing relationships with the BuroBox facility's current two (2) office tenants, general members, and community partners?

11. Under your concept, who would eligible for “membership” and/or access to use the facility? (The City seeks highest utilization of the facility to include entrepreneurs, existing businesses and telecommuters.)
12. How will you market and grow the utilization of the BuroBox facility?
13. Does your concept include continuing the BuroBox’s current fee structure?
 Yes No
If no, what is your proposed fee structure?
14. Please provide an outline of how you plan to cover operating and marketing expenses for your concept.
15. Does your concept include maintaining the BuroBox name and identity?
 Yes No
If no, what is the proposed name or draft name concepts?

Required Attachments

1. Qualifications/Key Staff - Please provide background, experience and qualifications information for your company in support of your proposed concept. Please include list the key staff that would manage your proposed operations including biographies/qualifications.
2. Support Documents - Please provide any additional documents that are supportive of your concept

Additional Documents May Be Requested

If the City selects to further explores your concept, additional documents may be requested which may include, but is not limited to:

1. Business Plan
2. Projected Operations Budget

III. Signature

I, the undersigned, affirm that the information I have provided in this application is true and complete to the best of my knowledge. I have read and understood the requirements described in the overview, guidelines and application. Furthermore, I certify that I am authorized to initiate the application on behalf of the applicant named.

I understand that all documents submitted on behalf of this application become the property of the City of Hagerstown and may be subject to inspection and copying pursuant to the Public Information Act.

Signature: _____ Date: _____

Print Name: _____

Submit to:

Chris Siemerling, Economic Development Specialist
City of Hagerstown
Department of Community & Economic Development
14 North Potomac Street, Suite 200A
Hagerstown, Maryland 21740
301-739-8577, ext. 822
Email: csiemerling@hagerstownmd.org



Confidential Information Form

Please be advised that documents submitted to the City of Hagerstown are considered public records. As such, they are subject to the dictates of Maryland's Public Information Act, which permits inspection and copying of most public records in an effort to ensure open and fair governance within the State. However, certain records are affirmatively protected from disclosure by specific exceptions found in the Act. Among other categories, these exceptions include personal identification information of individuals, trade secrets, and confidential commercial or financial information.

If you believe information contained in the documents or other materials submitted to the City of Hagerstown are confidential based upon these or other exceptions contained in the Act, please identify the sections of the document which contain confidential information by listing the document section below:

	<u>Section</u>	<u>Reason for Confidentiality</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

The determination of whether the above information falls within an exception to disclosure contained in the Act will be made by City staff in consultation with its legal advisors. You will be informed of any determination made in this regard. You can be assured that the City of Hagerstown will comply with the requirements of the Act, and will maintain all appropriately confidential material in strict confidence to the extent permitted by law.

Applicant Print: _____ Date: _____

Applicant Signature: _____

Staff Signature: _____



Membership Application Form

Date: _____

Business Name _____
Contact _____
Address _____
City _____ State _____ Zip Code _____
Phone _____ Cell _____
Email _____
Website Address _____

Please attach a 1-2 page description of your business or business idea and include any business identification number if applicable.

Is your business: New/StartUp Existing How long existing: _____

What areas do you need assistance in developing or expanding your business?

Strategy Technical Marketing
 Financial Management
 Legal Other: _____

How did you hear about the BüroBox? _____

Please select your membership:

Office: \$100/month
(if available)

Basic: \$50/month

Signature

Printed Name

Date

Payment, deposit, and signed agreements are not due until review of application is complete.

Return to:

City of Hagerstown Department of Community & Economic Development
14 N. Potomac Street, Suite 200A | Hagerstown, MD 21740 Tel: 301.739.8577 Ext. 111 | Fax: 301.739.3117
Email: burobox@hagerstownmd.org www.hagerstownmd.org

LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into on this ____ day of _____, 2020, between The City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called “City,” and _____, hereinafter called “Licensee” or “Member.”

SECTION I
LICENSE FOR PREMISES

City, for and in consideration of the payment of the license fee and performance of the covenants and agreements hereinafter mentioned, grants the Licensee the non-exclusive privilege of using a portion of the space located on the first floor of 60 West Washington Street, Hagerstown, Maryland (“the Burobox”), together with all improvements thereon. The portion of the Burobox licensed hereby is particularly described in and/or shown as on Exhibit A attached hereto and made part hereof, the said real property and improvements being hereinafter referred to as the “Premises.”

SECTION 2
TERM

The term of this License shall commence on the 1st day of _____, 2020, and continue on a month-to-month basis thereafter, unless or unless terminated by one or both parties as set forth below.

SECTION 3
LICENSE FEE

A. DURING THE PERIOD OF THIS LICENSE AGREEMENT, LICENSE FEE SHALL BE PAID BY MEMBER AS FOLLOWS:

For the period beginning _____, 2020, the license fee shall be Fifty and 00/100 (\$50.00) Dollars per month, which Member shall pay in advance on the first day of each month, with the first month’s license fee due on or before _____, 2020. The City reserves the right to increase the license fee, upon thirty (30) days’ written notice to the Licensee.

B. LATE FEES. In the event the license fee hereunder shall not be received by the City within five (5) days of its due date, a late charge of TEN DOLLARS and 00/100 (\$10.00) shall be added thereto.

C. SECURITY DEPOSIT. Contemporaneously with the execution of this License Agreement, Member shall deposit the sum of one month’s license fee (\$50.00) with City as a security deposit. The security deposit shall be held by the City in a non-interest bearing account as security for the faithful performance by the Member of all Member’s obligations under this License Agreement.

D. Payment of license fee invoices may be made by check, money order, or credit card (if made in person) at City Hall at 1 East Franklin Street, Hagerstown, MD 21740. In addition, payments can be made online at <https://mycity.hagerstownmd.org>. No cash will be accepted. Should the Member designate to pay by check or money order, payment shall be made to: City of Hagerstown. A \$30 fee shall be assessed for all returned checks. After a second returned check, all payments shall be made by money order or credit card.

SECTION 4
USE FEES; UTILITIES

City shall be responsible for paying water, sewer, electricity, gas, heating, internet, and trash collection. Member shall be responsible for any other applicable taxes or fees.

SECTION 5
COMPLIANCE TO MAINTAIN INSURANCE

Member covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the building beyond the initial rate. Should any act of Member so increase the rate, then, in addition to the license fee hereinabove provided for, Member shall be liable for such additional premium, which shall be payable when billed as additional license fee, collectible in the same manner as the monthly license fee payments. Member covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to City. Member further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

SECTION 6
MAINTENANCE

Member agrees to keep the Premises in neat and orderly condition. City shall maintain the Premises in good repair and will make all ordinary and replacement repairs at its expense, including but not limited to lighting fixtures; however, Member shall pay for all repairs necessitated by the willful or negligent acts of itself, its agents, employees, licensees or invitees. City shall be responsible and pay for all janitorial and cleaning services as may be necessitated or required in the licensed area. City agrees to keep and maintain in good order and repair the exterior, the roof and all structural parts of the Premises and the building, as well as the electrical, heating, cooling and plumbing systems.

SECTION 7
ALTERATIONS

Member further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of City, after submission of the plans therefor to City for review and prior approval. Any alterations, additions, or changes as City shall permit in writing shall be made at Member's expense. Member agrees that all improvements to the Premises shall become the property of the City at the time of installation.

SECTION 8
COMMENCEMENT OF OCCUPANY

This License shall become effective upon the execution by the duly authorized signatories of the City and Member as same may be applicable.

SECTION 9
USE

The Premises shall be used by the Member solely for the purpose of a _____ business and any related business activities. **No retail activities are permitted on the Premises, except by written permission of the City.** No other use may be made of the premises unless same is approved in writing by the City.

SECTION 10
COMMON AREAS;
KEY ACCESS

The Member shall have access to the restrooms, kitchenette, hallways, co-working area and conference room (which is available by reservation) and such other areas as may be designated common areas on the Premises on a shared basis as depicted on Exhibit A, and in accordance with the rules and regulations of the City, which rules and regulations may be amended at the City's sole discretion from time to time. A copy of the current rules and regulations is attached hereto as Exhibit B, and incorporated herein. Member shall comply with all such rules and regulations as published, revised and promulgated from time to time. The City will provide the Member with keys with which to access to the Premises in accordance with the attached "Key Agreement," a copy of which is attached hereto as Exhibit C. The City reserves the right to change locks and provide new keys to Member on an as needed basis when locks are changed. In the event Member loses or misplaces keys, then Member shall pay Licensor an amount sufficient to cover the cost of changing locks and obtaining and providing replacement keys. Members are permitted access to the Premises seven days per week, during the hours of 8:00 a.m. – 7:00 p.m.

SECTION 11
FURNITURE

All furniture and equipment provided in the BüroBox is the property of the City and shall not be removed from the Premises. Member shall promptly report any and all damages incurred to the Premises and/or furniture and equipment to the City. Member shall pay for all repairs/replacements of furniture and/or equipment necessitated by the willful or negligent acts of itself, its agents, employees, licensees or invitees. The Member shall not install or place any furniture or equipment on the Premises, without the written consent of the City.

SECTION 12
WIRELESS NETWORK USER AGREEMENT

Member shall abide by the terms of the Wireless Network User Agreement, attached hereto as Exhibit D, and as may be amended in writing by the City from time to time.

SECTION 13
SIGNS

Member may not erect or place any signs on the exterior or visible to the exterior of the building, except by written permission of the City. Member may not erect or place any signs in the interior of the building.

SECTION 14
ASSIGNMENT

Member shall not assign its rights under this License Agreement to any person or entity, without the express written consent of the City.

SECTION 15
INDEMNITY

Member shall save and keep harmless and indemnify City, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from the use of the premises and Member agrees to save and hold harmless and indemnify City from any suits, demands, claims or fines of whatsoever nature or kind including personal injuries arising directly or indirectly under any circumstances by the exercise of the Member in the use of the premises. City shall not be responsible for any loss, theft or damage to Member's belongings. Member is strongly encouraged to obtain its own insurance policy for protection of its belongings.

SECTION 16
FIRE DAMAGE

In the event the Premises are damaged by fire, storm, the elements, acts of God, unavoidable accident and/or the public enemy, to such an extent as to render it partially unusable, City may, at its discretion, restore such portion of the premises so injured or damaged as speedily as possible. City may also declare this License Agreement null and void. In the event City declares the License Agreement null and void, it shall not be responsible for relocation costs and/or loss of business or income to Member.

SECTION 17
DEFAULT OF MEMBER; REMEDIES OF CITY

This License is of a temporary nature, and the City may cancel this License (1) immediately should Licensee fail to fulfill any of the conditions set forth in this License Agreement, upon written notice to the Licensee; or (2) at any time and for any reason, upon fifteen (15) days' written notice to Licensee; at the expiration of the fifteen (15) days, Licensee shall immediately cease all use of the Burobox. The City, its agents or attorneys, shall have the absolute right to re-enter said premises, using force if necessary, to dispossess Member and all other occupants from the Demised Premises and to remove any or all of Member's property at the Demised Premises. In any action or proceeding brought to enforce this License or any provision thereof, City shall be entitled to an award of reasonable attorney's fees to be paid by the Member.

SECTION 18

Unless extended by agreement of the parties, this License Agreement shall terminate automatically upon the expiration of the term, or earlier in accordance with this License Agreement, as the case may be. HOWEVER, if Member does not immediately surrender use of the Premises, it shall continue to pay the license fee for each month during which it continues to use the Premises. License fees shall be for a full month, and not pro-rated.

SECTION 19
SMOKING; ALCOHOL

No smoking or vaping shall be permitted on the Premises. No alcohol shall be permitted on the Premises.

SECTION 20

Unless another address shall have been substituted for such address by notice in writing, all notices or demands of any kind which either party may be required or may desire to serve on the other under the

SECTION 25
MISCELLANEOUS

The headings in the License are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This License shall inure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This License contains the final and entire agreement between the parties and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any subsequent amendment to the contract shall be valid only if executed in writing by the parties or their grantees, successors or assigns, if applicable.

THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE CITY AND/OR THE MEMBER MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LICENSE AGREEMENT OR ANY PROVISION THEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LICENSE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

WITNESS

CITY OF HAGERSTOWN

BY: _____
Kaitlin Bell, DCED, Economic Development
Specialist

WITNESS:

MEMBER: _____, Inc.,

BY: _____
[Name], [Title]

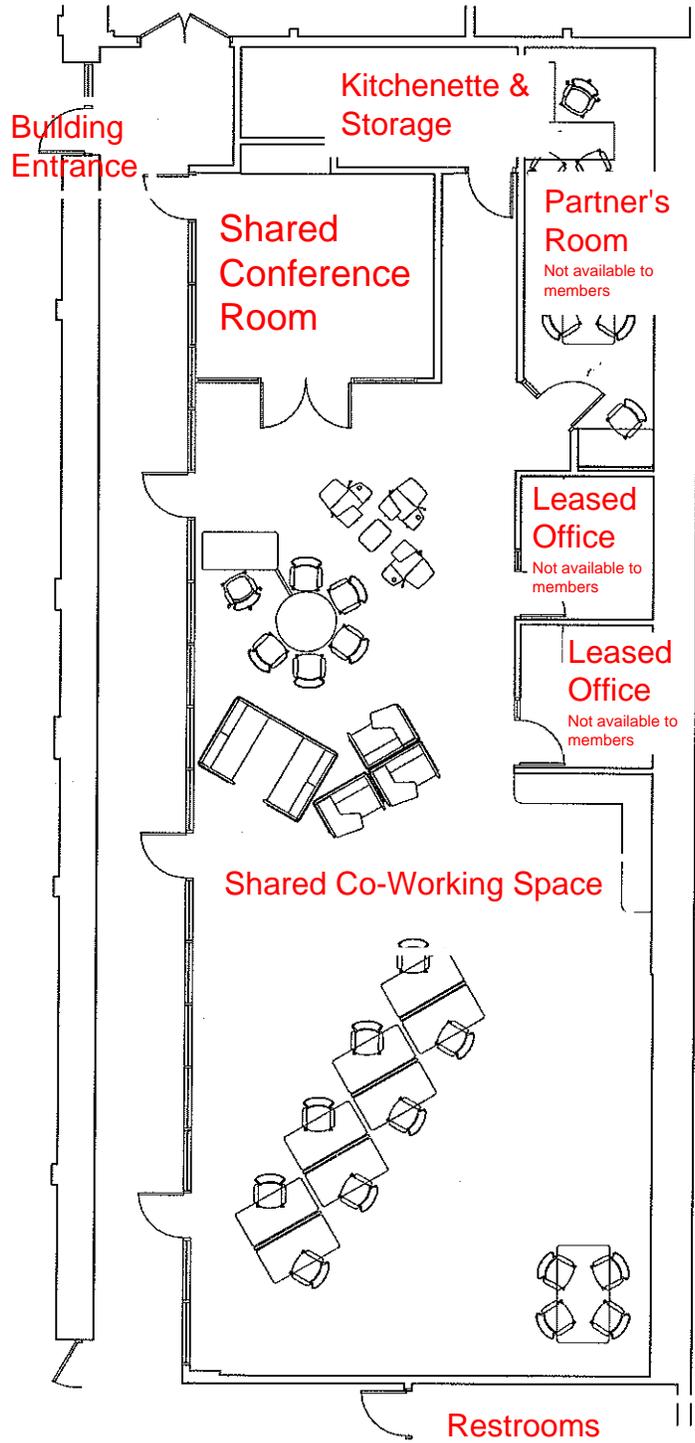


EXHIBIT A
Building Sketch

EXHIBIT B

RULES AND REGULATIONS OF THE BÜROBOX

General Facilities

1. Member shall not suffer or permit the obstruction of any Common Areas, including hallways, lobbies, or walkways.
2. Members shall not bring or keep bicycles, motorcycles, scooters or other vehicles into portions of the building. Bicycles can be locked in University Plaza. Motorcycles and scooters must be parked in appropriate parking spaces.
3. Member shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
4. Member shall not alter any lock or install new or additional locks or bolts.
5. Member shall not deface walls, partitions or other surfaces of the Premises or the Building. Items can be hung on the walls within the offices using adhesive hooks.
6. Member shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
7. No window coverings, shades, awnings shall be installed or used by Member. Signs may not be permanently adhered to any wall. Signs are permitted in the windows of the office provided they are temporary, removable and do not leave any resemblance of residue.
8. No Member, employee or invitee shall go into the basement or upon the roof the Building.
9. Member shall not suffer or permit smoking or carrying of lighted cigar, cigarette or electronic cigarette within the premises or the Building.
10. Member shall not use any method of heating or air conditioning other than as provided by City or any dedicated system approved by City.
11. Member shall comply with all safety, fire protection and evacuation regulations established by City or any applicable governmental agency.
12. Short term, hourly street parking is available for a fee between the hours of 8am and 5pm. Long term, hourly garage parking for a fee is also available. Parking is the responsibility of the Member. No permits will be provided to Members or clients.
13. Member agrees to abide by the maximum occupancy requirement set by the Fire Marshal.

Services and Amenities

14. Hours for entry are: 24 hours, 7 days a week for offices. General membership may use the facilities from 8am – 7pm, 7 days per week.
15. Equipment is not to be removed, damaged, or tampered with in any way. If there is an issue with any equipment, please call 301-739-8577 ext 111.
16. Late Fees: \$10. After the 5th late payment, membership may be terminated.

17. Returned Checks: \$30 returned check fee. After the 2nd occurrence, no check will be accepted.
18. Animals are not permitted with the exception of properly registered service and therapy animals. If you intend to utilize a service or therapy animal, you must complete the required form. In addition, certification and a doctors prescription is required to be submitted with the form. Form will be verified by a staff member of the City.
19. Alcohol is not permitted on the premises.
20. Member is required to label and date any food items in the refrigerator. It is also requested that food items be removed by day 5. Unlabeled or expired items may be disposed without permission.
21. Members are responsible for placing the trash in the collection location.
22. Office members receive 250 black & white copies and 25 color copies per month. General members receive 200 black & white copies and 20 color per month. Member should be mindful of the number of copies they are printing as member will be billed for the overages which will be due the following month. Overages will be billed for both office members and licensee members at the following rates: \$0.15 per black & white and \$0.25 per color.
23. No hot plates are permitted on the premises. A microwave will be provided and food may be heated. Hot and cold drinks may be prepared using the Keurig or the water cooler.
24. The conference room is available on a first come first serve basis. Member will be required to reserve the room through the reservation system. Members are not required to pay a fee.
25. Lockers are available for day use only and may only be used by members. The lockers are on a time limit of 8 hours. Please see How To manual on procedures.
26. No materials may be left in the lockers overnight as the lockers will automatically open after the time limit.
27. Limited office supplies are provided (ie, stapler, three hole punch, etc.) and Member agrees to use moderately.
28. Member acknowledges that no one will be available to sign for deliveries. The City takes no responsibility for lost or stolen packages.
29. Furniture may be moved within the premises, but must be returned to its original position. No furniture or equipment may be removed from the premises.
30. Member shall not make or permit any noise that annoy or interfere with other Members or persons having business within the building.
31. Member agrees to have no more than 3 guests in the areas at any given time. If you have an employee, he/she must also have a membership. Guests are defined as clients, customers or other invitees who spend less than three hours at the space.

Cleanliness

- 32. Member agrees to clean up after themselves and keep the premises in a neat and orderly condition.
- 33. Member agrees to eat any and all food items at a desk and not a chair with a swivel desk. This is to keep the upholstered chairs clean.

Internet Usages

- 34. Any unlawful use of the wireless internet is strictly prohibited.

Miscellaneous

- 35. City reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary. City shall provide Member with copies of any new and/or modified rules or regulations prior to the effective date thereof. Member agrees to abide by these and such other rules and regulations.
- 36. City reserves the right to waive any of these rules or regulations, and/or, as to any particular Member, and such waiver shall not constitute a waiver of any other rule or regulation subsequent application thereof to such Member.

EXHIBIT D

Wireless Network User Agreement

All users of the BüroBox wireless connectivity agree to the following:

Terms of Use

Failure to follow the terms of use listed below may result in the patron being asked to sever his/her connections and termination of the Lease Agreement or License Agreement, at the City's discretion.

1. Wireless users must not attempt to access or damage the network.
2. While using the BüroBox connection, wireless users may not use the Internet in any way that violates a Federal or State Law.
3. Wireless users must not behave in a manner that is disruptive to other BüroBox Members or staff.
4. Earphones must be used if sound is to be activated through a wireless unit.
5. Wireless users may not use the BüroBox internet services to display or disseminate sexually explicit materials.
6. Wireless users must not impersonate another person online.
7. Wireless network will required log-in information that is not to be shared with anyone. All users must have a valid Lease Agreement or License Agreement with the City.

- BüroBox staff members will not be available to assist in troubleshooting any network difficulty.
- BüroBox cannot guarantee that users equipment will be able to connect to the wireless network.
- BüroBox assumes no responsibility for any loss or damages done directly or indirectly to personal data or equipment, or for any damage or injury arising from loss of privacy while using the wireless connection.
- The wireless network is secure but it is still recommended to exercise caution when sending or receiving personal data over wireless connections.

I Agree to the Terms of Use set forth above:

Printed Member Name: _____ Member ID# _____

Signature _____ Date _____

EXHIBIT D