***THE HUB***

*Application for Business Development and Enrichment*

*This worksheet will serve as your preliminary application for services*

*and will be a useful tool for the business to prepare for business certification registrations and/or applications for financing.*

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| --- | --- | --- | --- | --- | --- |
| **Business Information** | | | | | |
| Name of Business: | | | | | |
| DBA [*if applicable*]: | | | | | |
| Year established: | | | | | |
| Contact Person: | | | | | |
| Title of Contact Person: | | | | | |
| Business Physical Address: | | | | | |
| City: | State: | | Zip code: | | Parish: |
| Business Mailing Address: | | | | | |
| City: | State: | | Zip code: | | Parish: |
| Phone: | | Fax: | | Email: | |
| Products or Services that Business sells or provides: | | | | | |
| NAICS: | | | | | |
| Federal Tax ID No.: | | | EIN/State Tax ID No.: | | |
| Social Security No. [Sole Proprietorship, only]: | | | | | |
| Business Structure: [C] [S] [LLC] [Partnership] [Sole Proprietor, not inc.] | | | | State in which incorporated: | |
| Business Operations: | | | | | |
| Number of Employees [including yourself]: | | | | | |
| In your company planning to hire additional staff and/or partners: | | | | If yes, how many of each? | | |
| **Other** | | | | | |
| DUNS#: | | | | | |
| CCR#: | | | | | |
| Liability Insurance Provider: | | | Policy #: | | |
| Item description: | | | #: | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Business Ownership Information** | | | |
| *Complete this information separately for each owner.* | | | |
| Name of Owner: | | | |
| Home Address: | | | |
| City: | State: | Zip code: | Parish: |
| Percent of Business Ownership: | | | |
| Additional Owner(s) information [supply, same as above]: | | | |
| Personal Net Worth [calculate Assets less Liabilities] | | | |
| **ASSETS** - Note: *When entering Assets, do not include retirement assets, personal residence, and the assets of the business.* | | | |
| * Cash on hand and in banks | | $ | |
| * Savings Account | | $ | |
| * Stocks and Bonds | | $ | |
| * Real Estate [other than personal residence] | | $ | |
| * Automobile – Present value | | $ | |
| * Other Assets | | $ | |
| **LIABILITIES** - Note: *When entering Liabilities, do not include the mortgage of your personal residence.* | | | |
| * Notes payable [Banks and Others] | | $ | |
| * Installment Account [Auto] | | $ | |
| * Credit Cards | | $ | |
| * Real Estate Mortgages [other than personal residence] | | $ | |
| * Other Liabilities | | $ | |
| **For Business Owners** | | | |
| Calculate your Personal Net Worth [Assets less Liabilities] | | | |
| **ASSETS** - Note: *When entering Assets, do not include retirement assets, personal residence, and the assets of the business.* | | | |
| * Cash on hand and in banks | | $ | |
| * Savings Account | | $ | |
| * Stocks and Bonds | | $ | |
| * Real Estate [other than personal residence] | | $ | |
| * Automobile – Present value | | $ | |
| * Other Assets | | $ | |
| **LIABILITIES** - Note: *When entering Liabilities, do not include the mortgage of your personal residence.* | | | |
| * Notes payable [Banks and Others] | | $ | |
| * Installment Account [Auto] | | $ | |
| * Credit Cards | | $ | |
| * Real Estate Mortgages [other than personal residence] | | $ | |
| * Other Liabilities | | $ | |
| *\*Provide information for each and any individual/entity of 5% or greater ownership.* | | | |
| **Business Assessment Snapshot** | | | |
| Current Total Business Assets | | $ | |
| Current Total Business Net Worth (Assets less Liabilities) | | $ | |
| Annual Gross Revenue for the past three years,  listed by year individually | | $  $  $ | |
| Business Net Profit (Loss) | | $ | |

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| --- | --- | --- | --- | --- | --- |
| **Business Development and Market Growth** | | | | | |
| *Complete this information as completely as possible.* | | | | | |
| **Enrichment** | | | | | |
| In what areas do you currently see a need for knowledge or training to benefit your business? List below. | | | | | |
| Why are you seeking services or tenancy with the Vidalia Technology Center? | |  | | | |
| How long would you project your need for location as a tenant at the Vidalia Technology Center? | | | | |  |
| List your top three milestones that your company must achieve in the first year of operations. | | | | | |
| **Competitiveness** | | | | | |
| Are you SEBD certified? | | |  | | |
| Are you Hudson certified? | | |  | | |
| Are you a veteran? | | |  | | |
| Are you 51% or more woman-owned? | | |  | | |
| Does your company have any patents issued or pending? If yes, note number and describe. | | | | | |
| Does your company have any licensing agreements in place or under negotiation? | | | |  | |
| **Market** | | | | | |
| Describe your potential customers. | | |  | | |
| What is the size of your market? | | |  | | |
| Who are your key competitors? | | |  | | |
| Do you have a web page? | | |  | | |
| Do you sell your product online? | | |  | | |
| **Attachments** | | | | | |
|  | Provide three references regarding your company’s business, business plan, and owners/team members. | | | | |
|  | Resumes of key principals in the business. | | | | |
|  | Certificate of Liability Insurance | | | | |
|  | Business plan with current financials and pro forma projections | | | | |

*Applicant Guidelines Acknowledgements*

Companies/Individuals applying as a member of The Hub are required to submit a written business plan for review by VTC staff and its’ Advisory Council. The business plan should identify product(s), business model, markets (size, competition, and fields), management, development process and timeline, financial costs, capitalization or funding required and financial projections for 5 years. The business plan needs to be complete enough to identify meaningful milestones and conduct a thorough and fair review of the applicant’s suitability as a tenant. Those businesses providing a business plan needing additional development will be directed to support services for relevant business counseling.

**Characteristics of the Business**

* Must be a for-profit business with commercial potential and well-qualified principals
* Must have a real need for the facilities and services offered by the Vidalia Technology Center
* Must not have any potential health or safety hazards
* Will be expected to develop eCommerce

**Client Responsibilities**

* Monthly rent and any additional phone expense
* Commercial Liability Insurance or Renter’s Insurance, General Liability Insurance, and copy of certificate
* Monthly and quarterly progress meetings with the Vidalia Technology Center and/or Advisory Council

**Use Agreement Terms & Renewals**

Use agreements are for six-month terms, renewable for up to two years. Additional terms, depending upon satisfactory progress of the business, may be available at the discretion of the Advisory Council and the City of Vidalia. There is no provision for automatic renewal. Either the Vidalia Technology Center or the client may choose to cancel the agreement within thirty (30) days of notification. The decision to renew or extend agreement of the tenant client for another year is based on the following evaluation:

* Is the company in default of any provisions of the use agreement?
* Has the company made reasonable progress towards milestones?
* Does the company have any outstanding charges?
* Does the company have the working capital and leadership to achieve its goals?

**Graduation Triggers**

Identifying the appropriate time for tenants to graduate from the Vidalia Technology Center is handled on a case-by-case basis with each client. Generally, it will be time for a company to graduate when one or more of the following conditions have been reached:

* The company has no continuing need for incubator services or is not actively using its rented space
* The company can afford space on its own outside the Vidalia Technology Center
* The company has been acquired

When the company is ready for graduation, the Vidalia Technology Center staff will work collaboratively with the company management to plan a hard graduation date that allows for a smooth transition to new facilities.

**Certification**

My signature below certifies that all information contained in this application is true and complete. I authorize the Vidalia Technology Center and/or City of Vidalia staff to conduct a background check and verify the information contained on this application by contacting references given. I understand that this application, when submitted, becomes the property of The Hub and that it may be retained by the City of Vidalia whether or not approved. The information contained in this application will be used to determine eligibility to lease space in The Hub and to receive technical assistance and business enrichment services from The Hub and the Vidalia Technology Center. This application will be kept confidential.

Applicant Signature Title Date

**The Hub Terms and Conditions**

**Acceptance of Terms:**  
The City of Vidalia, Louisiana (The City) provides commercial space located at 101 North Spruce Street, Vidalia, LA 71373 to be used as a Co-working Space, referred to hereafter as “The Hub.” Upon your execution of this Agreement, you shall be allowed to use The Hub, subject to the following Terms and Conditions (T&C). The Hub reserves the right to update the T&C at any time without notice to you.

The Hub membership application does not create a tenancy, but a prepaid usage agreement to use the provided amenities on a monthly or casual basis.

**Description of Services:**  
The Hub may provide you with access to workstations, Internet access, office equipment, conference space, knowledge resources, and other services (collectively, "Services"). The Services provided by The Hub, at all times, are subject to the T&C.

***No Unlawful or Prohibited Use***You will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair The Hub’s server, or interfere with any other party’s use and enjoyment of any Services offered by The Hub.

You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any of The Hub’s server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, nor should you post or download files that you know or should know are illegal or that you have no rights to.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this agreement and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

The Hub reserves the right at all times to disclose any information about your participation in and use of the Services at The Hub as deemed necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, at The Hub’s sole discretion.

In the event of a breach of the terms and conditions of this section, your use and/or participation at The Hub shall be terminated, immediately.

***Use of services***  
You agree that when participating in or using the Services, you will not:

* Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
* Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
* Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through The Hub servers.
* Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
* Use any material or information, including images or photographs, which are made available through the services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
* Upload files that contain viruses, Trojan Horses, Worms, time bombs, candlebots, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker.
* Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such manner.
* Restrict or inhibit any other user from using and enjoying the Services.
* Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the Building Rules).
* Harvest or otherwise collect information about other, including email addresses, without the authorization or consent of the disclosing party.
* Violate any applicable laws or regulations; or
* Create false identity for the purpose of misleading others.

In the event of a breach of the terms and conditions of this section, your use and/or participation at The Hub shall be terminated, immediately.

**Renewals and Terminations:**  
This Agreement is automatically renewed at the end of each period with consent of each party.

The T&C must be adhered to at all times. Failure to follow T&C can result in non-renewal or even early termination of the usage agreement. The Hub reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&C. This shall include non-payment or violation of The Hub’s rules. If this happens, The Hub will refund any amounts paid for unused periods that remain after deducting any pending charges, on appropriate basis.

Members may terminate this Agreement by giving a written notice of termination as established in this Agreement. Termination shall be in effect as of the end of that calendar month. Should a member not provide timely notice of termination to The Hub then the Membership Period shall continue to the end of the following calendar month and the service fees for that calendar month shall be payable.

**Invoicing and Payment:**  
The member is automatically invoiced monthly in advance based on their membership option. Also included is any variable charges such as telephone usage, copier/printer usage, or other charged business services that may have been incurred during the previous period. Payment is required at the beginning of the month for that period, at the date specified in the invoice. Payment for casual usage is either paid on the day of use unless other arrangements have been made with The Hub.

**Confidentiality:**  
You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by The Hub or any participant using the Services or any employee affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of The Hub, any analyses, compilations, studies or other documents prepared by The Hub or otherwise derived in any manner from the Confidential Information that you are obliged to keep confidential, or know, or have reason to know, should be treated as confidential.

Your participation in and/or use of the Services obligates you to;

* maintain all Confidential Information in strict confidence;
* not to disclose Confidential Information to any third parties;
* not to use the Confidential Information in any way directly or indirectly determined by The Hub, or any participant or user of the Services to be confidential.

All confidential information remains the sole and exclusive property of The Hub, or the respective disclosing party. You acknowledge and agree that nothing in this T&C or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property proprietary rights of The Hub or any participant or user of the Services.

**Participation in or Use of Services**:  
You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that The Hub does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

**Disclaimer of Warranties:**  
To the maximum extent permitted by the law, The Hub provides the Services “as is” and with all faults, and hereby disclaim, with respect to the services, all warranties and conditions, whether express, implied or statutory, including but not limited to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

**Exclusion of Incidental, Consequential and Certain Other Damages:**  
To the maximum extent permitted by the applicable law, in no event shall The Hub or The City, its affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and/or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under, or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of The Hub, and even if The Hub has been advised of the possibility of such damages.

**Limitation of Liability and Remedies:**  
Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of The Hub, The City, affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this T&C and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to [*enter amount*]. The foregoing limitations, exclusions and disclaimers, including the previous sections) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

**Non-Disparagement:**  
You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding The Hub, or any of The Hub’s partners, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

**Indemnification:**  
You release, and hereby agree to indemnify, defend and save harmless The Hub and The City, affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorney fees and costs incurred by The Hub or the City or its respective officers and agents in connection with the defense of such claim or lawsuit.

**General Liability Release:**  
In consideration of City of Vidalia, Louisiana (“The City”) allowing (“Member(s)”) parties listed above to use and occupy The Hub, Member does hereby remise, release, and forever discharge The City, of and from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, both in LAW and in EQUITY, which against the City, or its heirs, successors, assigns, agents, and servants Member may now have or ever had from the beginning of the world to this date, and more especially on account of Member’s use of The Hub and any loss, injury or theft associated therewith. Occupant is aware of the risks associated with the use of The Hub, and does hereby expressly assume and consent to the same. Member(s) is/are aware that this Agreement creates legally binding obligations and, therefore, has had the chance to review the same, prior to its execution, with the Attorney of their choice. This agreement shall be governed in accordance with the Laws of the State of Louisiana and the Parish of Concordia.

**Severability:**  
In the event that any provision or portion of this T&C is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

***Insurance***  
The Hub requires its users to carry general liability insurance. An updated copy of the certificate of insurance shall be on file with The Hub.

**Additional Responsibilities:**

* Parking is available on the street and bicycles are not allowed inside the Vidalia Technology Center facility.
* The Vidalia Technology Center is a non-smoking facility. Smoking inside the facility is strictly prohibited.
* Members are allowed to bring guests. However, they must register and if they are participating in regular use of the facility may be required to get an additional membership.
* When using counter space, meeting rooms or other resources or areas of or in the facility it is required that you return them to their original configuration or condition or better once completed with use.
* Storage of equipment or personal property is only allowed with permission of the facility manager and The Hub will not be held responsible if such items are damaged or missing.

**Amenities:**

* The Hub offers free wifi to members and guests. For a password see the facility manager. The password is subject to change from time to time.
* The Hub offers use of coffee makers or refrigerator space for lunches and food consumption. In addition, filtered water is available free of charge.
* Some Memberships or designated individuals may allow after hours use or may be granted keys or codes to independently enter the facility. This will require agreeing to follow a facility lockup agreement and a walkthrough of the process prior to access being granted. In addition, the member individual will take full responsibility for any damages caused by neglect or abuse.