



**Ohio State University
Endeavor Center Program
Services Agreement**

This agreement, made by and between Ohio State University's Endeavor Center Program, hereinafter called "Center" and _____, hereinafter called "Tenant."

WITNESSETH:

WHEREAS, the Center is a mixed use business incubator, dedicated to support the overall goals of Ohio State University as they pertain to economic development, research and instruction; and WHEREAS, Tenant is a _____, and WHEREAS, the Center offers Tenant access to office equipment, computer and consulting services as available, and WHEREAS, Tenant desires to utilize certain equipment, computer and consulting services in the areas of marketing, finance, operations management, and information systems when available; NOW THEREFORE, in consideration of the mutual covenants and conditions herein, Center and Tenant agree as follows:

1.0 SCOPE OF SERVICES AND CHARGES

- 1.1 Center will provide Tenant the following services at no cost: Consulting services provided by the professional staff of the Center and mailboxes located in the Center copy/ work room. Center may provide other services on a trial basis for up to one fiscal year quarter, thereafter, Tenant may be charged on a cost recovery or pass-through basis as determined appropriate and necessary by Center, and at the sole discretion of Center after notification and acceptance by the Tenant.
- 1.2 Center will provide Tenant with the following services on a cost-recovery basis, which are defined as: use of the Center photocopier, fax machine, and access to the Center's computer network. See Appendix A for current costs.
- 1.3 Center will provide Tenant with the following services on a pass-through charge basis which are defined as services provided by other Ohio State University departments for the Tenant that are charged to the Center's University billing account, and then re-billed to the Tenant by the Center: computer line installation (Ethernet connection), telephone service (basic and long distance), and any other service used by Tenant that Center may be billed by Ohio State University.
- 1.4 It is understood by Tenant that the Center may at its sole discretion accept deliveries of supplies, equipment, express mail or other items on behalf of Tenant.]

1.5 If Tenant's activities involve the acquisition of any licenses, such as a radiation safety license, it is understood that it is Tenant's sole responsibility to take the necessary steps with the appropriate Ohio State University department and/or state or federal regulatory agency to insure that such licenses are acquired, valid, and current.

1.6 Services pursuant to this contract will be provided according to current Center policies, and policies of Ohio State University. All policies are subject to change without notice, and are offered at the sole discretion of the Center, as they are available, as determined by Center policy and/or Center staff.

2.0 FEES, EXPENSES, PAYMENT

2.1 In consideration for the services provided, Tenant agrees to pay Center the amounts for said services as outlined in the SCHEDULE OF SERVICES AND RATES that is attached as Appendix A, and incorporated as reference to this contract.

2.2 Center agrees to provide Tenant with a monthly billing statement, thereafter Tenant agrees that payment will be made to Center within 30 days for the full amount billed.

2.3 Any account which has not been paid within 30 days of being billed will be considered delinquent. Center may charge a delinquent account interest on the unpaid balance at a rate of 10% compound interest per annum.

2.4 Any account which has not been paid within 90 days and/or for which no agreement to extend a payment deadline has been made with Center in writing will be considered in default. Center may withhold any and all services under this contract when payment for said services has not been made and the account for said services is in default pursuant to the terms herein. A default account will be grounds for the termination of this contract upon 30 days notice from the day the Center considers the account to be in default. The default may be remedied during the 30 day notice period by either paying the outstanding account in full, or through another agreement in writing with the Center.

3.0 TERM

3.1 This contract will be for a period of one year beginning _____. Renewal of this contract will be on a year-to-year basis. Notice to exercise the option to renew must be received by Center within 30 days of the current contract expiration. Renewal of the contract will be subject to rate changes in fees, expenses and costs, and subject to the extent, type nature and availability of services. Actual renewal of the contract will be the sole discretion of the

Center, and provided that Tenant is not in default under the terms of paragraph 2.0.

4.0 REPAIRS/MAINTENANCE

4.1 Center will provide all repair and maintenance to the equipment that it owns and is used by Tenant pursuant to this contract. Tenant agrees to notify Center of any operational problems, and not attempt to repair any equipment it uses without the express authority of the Center.

4.2 Center reserves the right to pass on to Tenant any costs of repair of any equipment that becomes damaged or non-operational due to the negligence or mishandling of Tenant personnel or agents.

5.0 AUDITS

5.1 Center will not provide audit services to Tenant. It is the Tenant's responsibility to provide for the auditing of its program as required by law or regulation. Center will provide any financial information it has available concerning Tenant upon request of Tenant or Tenant's auditors.

6.0 COMPUTER SERVICES

6.1 See Appendix A.

6.2 It is understood by the parties that backup for information stored on the Center's network server is provided on a daily basis. It is the responsibility of Tenant to backup or insure that its information not stored on the network is protected. The center will not be responsible for insuring the safety and preservation of Tenant information or product, and does not guarantee its safety or preservation in any manner whatsoever.

7.0 COMMUNICATION/CONSULTATION

7.1 Tenant agrees that its representative, _____, will meet at least once a quarter with the Endeavor Center Manager to review and discuss the operation of its program, and will provide to Center statistical information and documents that may be required for Center to evaluate the program's operation to insure compliance with the goals and missions of the Center and this contract.

7.2 Tenant acknowledges and agrees that because Ohio State University and Center are considered public entities, they are subject to State and Federal Laws and regulations including, but not limited to Public Records Laws, Anti-Discrimination Laws, and Health and Safety Regulations. Tenant agrees to comply with all laws that may also apply to their program by virtue of

entering into this contract with a public entity. Tenant further certifies that its business and/or enterprise are engaged in a lawful business under the laws of Ohio and the United States.

8.0 MODIFICATION/NON-ASSIGNABILITY

- 8.1 This contract may be modified by the mutual consent of the parties. Any modifications agreed to must be in writing to be valid.
- 8.2 All rights and obligations under this contract may not be assigned by either party without the written consent of both parties.
- 8.3 This contract and all its attachments constitute the entire agreement and understanding of the parties, and will supersede any and all prior written or verbal agreements of the parties. All agreements between the parties relative to the subject matter of this contract must be reduced to writing and properly executed to be valid and enforceable.
- 8.4 If any provision of this agreement is determined to be void, invalid or unenforceable or illegal for any reason, it will not affect the enforceability and validity of other provisions.
- 8.5 This contract and all its provisions will be governed by the laws of the State of Ohio.

9.0 WAIVER

- 9.1 The failure of either party to exercise any of its rights under this contract for a breach thereof will not be deemed to be a waiver of such rights.

10.0 TERMINATION

- 10.1 At the expiration of the contract term, this contract will terminate and neither party will be held to the rights and obligations hereunder. A renewal of this contract with the same or different conditions may be renegotiated pursuant to the terms in 3.0.
- 10.2 If Tenant breaches this contract, Center shall have the right to terminate this contract after giving thirty (30) days written notice to Tenant of the acts constituting such breach and Center's intention to terminate the contract; provided Center shall not have the right to terminate this contract if Tenant remedies such breach within such thirty (30) day period. Center further reserves the right to terminate or renegotiate this contract if Center operations are relocated, restricted, or otherwise changed by Ohio State University, in such a way that it affects Center's ability to meet the obligations under this contract through no action of Center.

For Tenant:

Name

Date

Title

For Endeavor Center Program:

Jerry Driggs, Endeavor Center Manager

Date

Appendix A

The following services are provided at no additional cost:

Receptionist: Receptionist will greet and direct visitors

Meeting Rooms: One boardroom, two open conference spaces and four South Learning Center rooms available as outlined on meeting room policies and procedures. Tenants of the Endeavor Center are provided a total of three (3) free reservations on any one of the four classrooms per month. After this, the current appropriate reservation rate for the room reserved applies.

Signage: Company name on lobby directory and at suite entry.

Security: Suite keys and key cards for each employee (one per employee; additional keys and key cards are available at an additional cost).

Mail Handling: Incoming mail for Endeavor Center companies will be delivered to the Receptionist who will place in mail slots located in the Copy/ Work Room. Outgoing mail slot is located in the Copy/ Work Room area. Mail will be picked up at least once each day (Monday through Friday); pickup times will be set by the Post Office.

Kitchen located in Endeavor Center: All companies may use the equipment located in this kitchen: refrigerator, microwave, sink, and coffee maker. Companies wishing to use the coffee maker will be required to purchase a carafe (at cost) and provide their own coffee. Condiments will be provided: sugar, sweetener, cream products, stirrers, etc.

Vending Café: There will be at least two vending machines located in the vending machine area on the dock. These machines will include cold drinks and snacks. A microwave will be available in the kitchen area.

The following services are provided at additional cost:

Telephone: Direct phone lines can be provided at an additional cost month plus installation cost. Each phone line includes a desk set phone, voice mailbox. Long distance services provided by The Ohio State University Provider of choice.

Administrative Support: Limited clerical services, scheduled in advance, can be provided at a cost of \$17.14 per hour.

Reproduction Facilities: Each company will receive an accounting code which may be used for the common copier in the Production Room. Copy fees in excess of monthly service allotment will be billed monthly at \$.06 per page.

Facsimile Transmission: Each company will receive an accounting code which may be used for the common facsimile machine located in the Copy/ Work Room. Outgoing fax fees will be billed monthly for long distance charges only (long distance rates will be billed at cost).

Facsimile Receipt: The Receptionist will receive all incoming faxes and will distribute to each company via the tenant mail slots located in the Copy/ Work Room. Companies will be billed for incoming faxes in excess of in excess of monthly service allotment at a rate of \$.15 per page. Tenants may include the fax phone number on their stationery (740-289-1578).

Postage Machine: Each company will receive an accounting code which may be used for the common postage machine located in the Copy/ Work Room. Postage will be billed monthly at cost.

Internet Access/Computer Network Access: The Center will provide data networking that will allow for LAN and high speed Internet services. All tenants throughout the building will be able to use this data connection, and will be billed by the Center at a rate of \$40 per month for each data jack.

Courier Services: Overnight and local delivery service will be contracted by the Center to take advantage of volume discounts. Tenants will request an air bill from Receptionist. This air bill will contain Tenant's accounting code. This service will be billed monthly at cost plus 10%.

Package handling/boxing and wrapping: The tenant is responsible for will assist companies at a rate of cost plus 10%.

Purchasing Services: The Center will be placing orders for office supplies on a weekly basis. Companies may order office supplies through the Center according to the Center schedules. Costs will be billed monthly at cost plus 10%.

Other Services : Other for fee services may be added at the request of the tenant and approval of the Endeavor Center Director, to be determined as need arises.