

StarSpace46 & Techlahoma

Facility & Property Usage Agreement

In recognition of the role Techlahoma Foundation plays in supporting grassroots technologists and technology communities in Oklahoma, and their alignment with the efforts of StarSpace46 in providing a place to foster the growth of the technological and entrepreneurial communities in Oklahoma, both StarSpace46 & Techlahoma Foundation hereby desire to engage in a long term and financially supportive relationship as reflected in this agreement. Collaboration is a key pillar of this agreement, and as such both parties are committed to assist the other with regards to sharing of equipment and facilities.

In accordance with this agreement, both StarSpace46 and Techlahoma Foundation agree to the following:

A. Property Usage

1. With advance permission, StarSpace46 is allowed to use Techlahoma owned property located within the Techlahoma Event Space when not in use by Techlahoma.
2. Only individuals that are trained by Techlahoma and authorized by a Techlahoma Officer or their designate may use the streaming & presentation system (includes but not limited to camera, computer, & audio system).
3. Techlahoma-owned property shall not be removed from the Techlahoma Event Space except by a representative authorized by a Techlahoma Officer or their designate.
4. Techlahoma will give StarSpace46 advance notice of Techlahoma owned equipment removal from the Techlahoma Event Space. To be a good partner, Techlahoma will make every effort to notify StarSpace46 as soon as the removal need is determined.
5. Both StarSpace46 and Techlahoma agree to provide the other regular utilization reports. StarSpace46 will provide the Techlahoma board a quarterly report on the usage of Techlahoma-owned equipment in the event Space, particularly the Techlahoma streaming & projection system. Techlahoma will likewise provide a quarterly report of the utilization of StarSpace46 facilities, particularly attendance numbers at the events.
6. StarSpace46 will pay for the repair or replacement of any Techlahoma owned property damaged intentionally or through misuse by StarSpace46 staff or their customers.
7. The cost of maintaining and improving Techlahoma owned property shall be the responsibility of Techlahoma, while the cost of maintaining and improving the event space facility which enables the proper utilization of the equipment shall be the responsibility of StarSpace46.

B. Sponsorship Terms

1. StarSpace46 will donate Techlahoma Foundation up to 40 hours per month of Techlahoma Event Space and StarSpace46 conference room utilization.
2. StarSpace46 will allow Techlahoma to store within the Techlahoma Event Space up to 4 plastic storage bins each with an approximate size of 3'x2'x2'. This is in addition to all other Techlahoma owned equipment & furniture used in normal operation of the event

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Space which includes but is not limited to chairs, chair racks, tables, streaming system, audio equipment, backdrops, projectors, drinks, plates and napkins, and meeting supplies.

3. The name of the event space shall be referred to by both parties as the "Techlahoma Event Space". Techlahoma is allowed to prominently display the name and alter facades of the room to reasonable and tasteful levels but not intentionally impede any advertisement of additional sponsors.
4. Techlahoma will designate StarSpace46 as a "Flagship Sponsor" in key marketing efforts.
5. Both parties agree to publicly acknowledge, promote, and appreciate the other when the opportunity arises.

C. Housekeeping & Maintenance

1. StarSpace46 will maintain a secure, clean and usable Techlahoma Event Space which includes but is not limited to routine cleaning of space, provision of trash bags and other industry accepted event space supplies, properly functioning locks, and ensuring access to space is limited to authorized users.
2. Techlahoma will reimburse SS46 for the cost of up to 4 carpet deep cleanings per year. Total cost of each deep cleaning must be preapproved with the Techlahoma Treasurer before cost is incurred. Annual approval of cost is acceptable as long as costs per cleaning remain unchanged throughout the year.
3. Techlahoma and StarSpace46 shall always strive to work together in the best possible interests of all involved parties to mitigate all damages and reduce potential liability. To this end, both parties commit to limiting exposure to the following:
 - a. Spills/Accidents/Incidental damage to personal or public property
 - b. Injuries to any attendees or leaders of any on-site meetings
 - c. Theft or intentional displacement of any personal or public property
 - d. Any damage that is directly in result to negligence by any affiliated party or guest

B. Techlahoma Sponsored User Group Expectations & Access

1. Techlahoma will include in UG Leader orientation and training the following expectations:
 - a. All UGLs shall be responsible for attending to the Techlahoma Event Space after their events by cleaning of any trash or spills, removing any trash into an outside receptacle, and properly latching the outdoor gate.
 - b. Parking for all daytime events must occur in the marked lots across the street from StarSpace46.
 - c. Event attendees should use the West door in the patio area for entry.
 - d. Absolutely no propping open of doors outside of regular business hours of 9am-5pm.
 - e. User Group Leaders should arrive at least 15 minutes before event begins and stay until the last event attendee leaves. They should make every effort to be the first one there and should not leave the event space until all participants have left.

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- f. Event attendees can use the South side main door entrance to attend any events located in conference rooms or areas of SS46 other than the Event Space.
 - g. User Group Leaders must alert Techlahoma immediately of a loss of a Techlahoma Event Space key fob. User group leaders will be responsible for the cost of replacement.
 - h. User Group Leaders wishing to use the Techlahoma Event Center must work with StarSpace46 to sign their usage agreement.
 - i. Rescheduling of any Techlahoma Event Center booked time must be conducted by the User Group Leader with the StarSpace46 booking representative.
 - j. User Group Leaders wishing to permanently change their established recurring event time must alert Techlahoma User Group Leads as soon as possible so that future bookings will be made with the new time.
2. StarSpace46 has provided Techlahoma key fobs that grant access to the Techlahoma Event Center. Regarding the management & replacement of existing fobs, both parties agree to the following:
 - a. StarSpace46 will manage the activation and deactivation of key fobs issued to Techlahoma.
 - b. Techlahoma has paid for the initial set of key fobs, and will pay for any additional fobs Techlahoma needs for upcoming events and User Groups. Of note, Techlahoma will work to secure replacement costs of lost fobs from the individual responsible for the loss.
 - c. Techlahoma will maintain an up-to-date log of issued fobs, including the name of the individual issued the fob.
 - d. StarSpace46 will deactivate any reported lost fob within 8 business hours of the reported loss.
3. StarSpace46 will hold the Techlahoma sponsored User Groups to the same policies and standards as other users of the event space. This includes holding all Techlahoma Foundation sponsored User Group Leaders (UGLs) responsible for their respective User Groups (UGs), as well as ensure that all User Group Leaders sign a facility usage agreement.
4. All Techlahoma Foundation sponsored User Group events must be properly booked through the StarSpace46 reservation system.
 - a. Both single event and recurring events can be booked at least 1 week prior to the event and up to 3 months in advance.
 - b. Initial booking of the event time will be managed by the Techlahoma User Group Program Leaders, who will periodically book events for Techlahoma and the User Group Leaders for the upcoming 3 months.
 - c. Rescheduling or cancelling of booked times will be managed directly between the Techlahoma Foundation sponsored User Group Leader and the appropriate StarSpace46 booking contact.
 - d. Techlahoma will maintain and grant StarSpace46 access to an official list of

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Techlahoma sponsored User Groups and Leaders list.

5. If cancellation of an event is needed for reasons other than severe weather, then a prior notice of at least 48 hours is required or the designated hours will be forfeited and counted toward the hourly total for the month.
6. Techlahoma will abide by the StarSpace46 Terms of Use, Code of Conduct, Animal/Pet Policy, and Alcohol Policy when utilizing the facilities.
7. StarSpace46 will provide Techlahoma User Group program leads an alert before utilization exceeds monthly total hour allocation.
8. StarSpace46 reserves the right to ban any UGLs or UGs from utilizing StarSpace46 facilities if violations to mutually agreed upon policies occur. StarSpace46 will notify Techlahoma at least 24 hours in advance of any upcoming ban. As a good partner, Techlahoma requests the opportunity before the ban occurs to work with UGLs to correct the situation.

C. This agreement can be changed or nullified for any reason by either party with at least 60 days written notice.

12/27/2019

date

DocuSigned by:

Jeff Lowe

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(signature)

Jeff Lowe

(printed name)

Techlahoma Representative

12/30/2019

date

Jeff Yenser

(signature)

Jeff Yenser

(printed name)

StarSpace46 Representative