

Hosting Agreement

1. Scope of Agreement

This Hosting Agreement ("Agreement") is an agreement between Asmbly Makerspace, Inc. dba Asmbly, a Texas nonprofit corporation without members ("Company") and the person identified as the property owner on the signature page of this agreement ("Owner"). This Agreement is not a lease and does not create or reflect any form of tenancy or interest in real property in favor of the Owner. This Agreement is subject and subordinate to a lease by and between Company and the owner of the premises in which Company operates ("Building"). This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Texas.

2. Terms

Owner agrees to lend the property listed in 'Exhibit A' ("Property") to the Company for use by facility subscribers ("Participants") for a period of time beginning on the "Effective Date" as defined on the signature page and ending as described below:

- ☐ Until terminated by either party
 - To terminate this Agreement, Party initiating termination must give Other Party thirty (30) days written notice of termination.
- ☐ Until _____
- ☐ Subject to the additional terms in 'Exhibit B'

3. Condition

As of the Effective Date, the parties agree that the Property's condition is:

- ☐ Working
- ☐ In need of service or repair
- ☐ Broken beyond repair / for parts / as-is
- ☐ Subject to the additional terms in 'Exhibit C'

4. Documentation

Owner hereby warrants that prior to the Effective Date, Owner has delivered to Company all manufacturer's operating manuals, installation instructions, operating instructions, and warranty information regarding the Property.

5. Training/Classes

Training ☐ Is / ☐ Is Not required before a Participant uses the Property. If training is required before Participants may use the Property, Owner must commit to setting up classes and teaching on a regular basis and comply with all Asmbly class policies.

6. Maintenance

Routine Maintenance

Routine maintenance of the Property shall be performed by:

- ☐ Owner
- ☐ Company

Routine maintenance of the Property includes, at a minimum, the following:

Costs of routine maintenance of the Property during the term of this Agreement shall be paid by:

- ☐ Owner
- ☐ Company

Repairs, Upgrades, Modifications

If repair, upgrade, or modification to the Property is needed, Company shall notify Owner in writing at the address provided in this Agreement. No repairs, upgrades, or modifications will be made to the Property without the Owner's written consent.

The Company agrees to return the Property to the Owner in the same or similar working condition as it was on the Effective Date, normal wear and tear excepted.

7. Insurance

The Company agrees to insure the Property against theft, loss, and damage up to the market value of the Property, or to the limits allowed by Company's insurer. In lieu of property insurance coverage, Company agrees to reimburse Owner the value of Property as listed in 'Exhibit A'.

8. Limitation of Damages

The Owner agrees that Owner's damages for a total loss of the property is limited to the value listed in 'Exhibit A'.
OWNER HEREBY WAIVES ALL RIGHTS TO CLAIM OR RECOVER DAMAGES IN EXCESS OF THE PROPERTY VALUE

LISTED IN EXHIBIT A. TO BE CLEAR, IN NO CASE, SHALL COMPANY BE LIABLE TO OWNER FOR LOST PROFITS, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

9. Third Party Claims

To the extent that Company has maintained, repaired, modified, or upgraded the Property, Company will defend, indemnify, and hold Owner harmless against claims of personal injury, death, or damages claims arising in tort arising in any way out of allegations the Company was negligent or grossly negligent in maintaining, repairing, modifying, upgrading, or using the Property.

10. Transfer of Ownership

The Owner ☐ Agrees / ☐ Does Not Agree to transfer ownership of the Property to the Company on request of the Company, for the value of the Property as listed in 'Exhibit A' upon request in writing to the notification address provided in this Agreement.

11. Return

Upon termination of this Agreement, Owner shall remove the Property from Company premises within thirty (30) days. Owner shall be responsible for any and all costs associated with the return of the Property, and removing the Property from the premises in a prompt, clean, and courteous manner. If Owner fails to remove the Property from Company premises within thirty (30) days after this Agreement is terminated, the Property shall be considered abandoned. In this case, the Company assumes ownership and may dispose of Property as it sees fit.

12. Notices

Notices under this Agreement must be given or served in writing. Notices regarding documentation, training/classes, or maintenance will be provided by electronic mail. Notices regarding termination of agreement or transfer of ownership will be provided by electronic mail and forwarded by mail, postage prepaid, addressed as follows to every interested party. Such addresses may be changed from time to time by any party by providing notice to the other interested parties described below.

13. Governing Law

This Agreement shall be construed in accordance with the laws of the State of Texas and Travis County. Venue for any dispute arising out of this Agreement is in Travis County, Texas.

14. Mandatory Dispute Resolution; Arbitration

The Asmbly Member Agreement is incorporated by reference as if fully set forth in this Agreement. Any of Owner's claims for damages arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Owner shall pay fees to American Arbitration Association to initiate such action. If Owner and the Company are unable to agree on a neutral arbitrator, the Company will obtain a list of arbitrators from the American Arbitration Association. The parties will alternately strike names from the list until only one name remains; the remaining individual shall be the arbitrator. Arbitration proceedings shall be held in Travis County, Texas.

15. No Attorney's Fees

Neither Party shall be entitled to reimbursement or award of attorneys' fees, mediation costs, or litigation costs in any proceeding to interpret or enforce this Agreement.

16. Severability

If any part of this Agreement is found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and effect, and the illegal or unenforceable provision shall be struck from the Agreement.

17. Modification

This Agreement may only be modified in writing signed by both Parties.

18. Assignment

This Agreement may only be assigned in writing signed by both Parties.

Signatures:

Owner

First Name: _____ Last Name: _____

Email address: _____ Phone: _____

(Note: Please use the same information as your Neon account, otherwise your information will not link properly)

Street address: _____ City: _____ State: _____ Zipcode: _____

Signature: _____ Date: _____

Company

First Name: _____ Last Name: _____

Signature: _____ Date: _____

Effective Date: _____

Exhibit A

List of items covered in this agreement:

Name	Description	Qty	Value (\$)

Please email photos of each item to facilities@asmbly.org

Exhibit B

ADDITIONAL TERMS. Any additional terms to this Agreement pursuant to the **length of time** and terms of hosting Property shall be specified here.

Exhibit C

ADDITIONAL TERMS. Any additional terms to this Agreement pursuant to the **condition** of the hosted Property shall be specified here.