

# **Member Policies & Procedures Manual**

**TowsonGlobal  
Business Globalization Center  
Towson University  
7801 York Road, Suite 342  
Towson, MD 21204  
PHONE 410-769-6449  
FAX 410-769-6477  
E-Mail: [info@towsonglobal.com](mailto:info@towsonglobal.com)  
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## ***Introduction***

Welcome to TowsonGlobal, the Business Globalization Center, Towson University's first international incubator for early-stage companies. It is a place where entrepreneurial enterprises can grow and learn how to compete in the global economy. The Center is located at 7801 York Road, Suite 342, Towson, MD 21204. We are extremely pleased to have you as a member and hope your time spent at TowsonGlobal will be the foundation for a successful and rewarding venture. It is our belief that our supportive environment will make a positive contribution to your company's future. We look forward to prosperous business relationship.

### **History**

TowsonGlobal, under the oversight of the Vice President for Economic and Community Outreach, officially opened its doors on April 1, 2007, with significant support from both Towson University and Baltimore County Department of Economic Development. The international incubator began with 5,100 square feet in the Terracedale office building just off campus from the university, and additional space will be acquired as programs expand. TowsonGlobal contributes to the economic development of Baltimore County, the Greater Baltimore Region and the State of Maryland.

**The information provided to you in this manual is designed to acquaint you with TowsonGlobal's services.**

**Before entering TowsonGlobal, the Director will meet with you to discuss your telecommunication, key, parking and other needs.**

**The Director will be your main point of contact regarding day-to-day program services during your stay at TowsonGlobal.**

**Please contact the Administrative Assistant for ALL requests regarding building maintenance, janitorial, telecommunications, parking, and other services.**

**Should an urgent matter arise that concerns security, safety, or maintenance AFTER normal business hours, please note the emergency numbers posted.**

#### **EMERGENCY NUMBERS**

**POLICE/FIRE** 911

**CAMPUS POLICE** 410-704-2133  
(Even though we are not on campus, campus police cover our interior security and patrol the parking lot)

**MACKENZIE** 410-321-1277  
(Owners of the building and they will cover any building emergency)

# ***Entrance & Exit Policies***

## **Entrance Policies**

The mission of TowsonGlobal is to help early-stage companies grow and learn how to compete in the global economy—both Maryland companies that want to sell their products and services abroad and foreign companies looking to market their products and services in the mid-Atlantic region.

TowsonGlobal appreciates the opportunity to consider viable business plans from potential members, which are start-up or newly emerging rapid growth companies who wish to expand sales of their products and services nationally and internationally or are foreign companies who are interested in penetrating the US market with sales of their products and services. To become a TowsonGlobal member an applicant must submit a standard application form and meet the following entrance criteria:

- a.) The business is one targeted for the incubator
- b.) The business will fill an identified gap and an identified market need in the economy
- c.) The business is in need of the incubator environment and could benefit from specific services the facility can offer
- d.) There is a well thought out and researched business plan and it addresses:
  - a. Product Feasibility – Company must produce product/service within a reasonable time and at a price the market will bear
  - b. Market Opportunity – There must be strong market demand with limited competition and accessible target customers
  - c. Management Capabilities – The management team must demonstrate sufficient business and technical expertise to achieve profitability
  - d. Financial Potential – Company must have potential for profitability within 3-5 years. It also must have sufficient financial resources to cover financial obligations
  - e. Relationship Promise – Company should contribute to overall collaboration and networking within the Center
- e.) The owner has participated in previous business programs to learn the basic business skills and talents needed to run the business successfully
- f.) The business owner is willing to trade a portion of equity for the services it will receive while in the incubator

The TowsonGlobal Director will discuss the business idea with the entrepreneur(s) to determine whether the potential applicant meets the criteria listed above. If so, we will provide all possible assistance in preparing the application.

## **Prospective Member Review Policy**

The review process for TowsonGlobal candidacy will consist of the following steps:

- 1.) The potential member will obtain and complete a TowsonGlobal application and submit it along with a completed business plan to the TowsonGlobal Director. The TowsonGlobal Director or a support service firm recommended by the Director will be available for questions or to assist in the completion of the application or business plan.

- 2.) Once the completed application and business plan have been submitted, the TowsonGlobal Director will review this documentation to make a preliminary determination as to whether the potential member meets the entrance criteria that has been established. The Director may contact the potential member to request additional information or to schedule a time for a personal interview.
- 3.) After the initial review by the Director and acceptance committee, all of the information regarding potential members that are determined to meet the TowsonGlobal entrance criteria may be presented to the TowsonGlobal Advisory Board for their final approval.
- 4.) Assuming that the desired space is currently available, the approved member is able to take occupancy as soon as legal and insurance details can be completed. Approvals are valid for ninety (90) days following the date of written notice from the Director, provided space remains available.
- 5.) Upon signing the license agreement, then the member will pay a deposit equal to one month's membership fee along with the first month's membership fee. The deposit will be refunded to the member when it leaves TowsonGlobal if all outstanding amounts owed to TowsonGlobal are paid.
- 6.) Applicants that have been turned down by the TowsonGlobal may be referred to other incubators within the region.

When applicable, the TowsonGlobal Director will visit the facilities of existing businesses or relatively new start-ups, which are interested in participating in TowsonGlobal. Thus, a detailed effort will be made via on-site orientation, to pre-screen business plans and provide in-depth counseling with potential members.

TowsonGlobal cannot consider a member that is not financially viable. TowsonGlobal has no funding programs of its own and is not able to provide direct funding for prospective or current members. However, we will advise in preparing a presentation for funding and in helping the entrepreneur contact the most advantageous funding sources.

We can only allow one member in a space. If a member has a written arrangement with another company, where it is performing on a subcontract basis only for that member, that may be acceptable and an arrangement usually can be made. In no event is such an associated company to be operating its own business out of TowsonGlobal under the guise of being a subcontractor.

## **Exit Policies**

Typically, participation will be up to three years in most cases based upon a license agreement (Resident or Associate Membership Agreement). The term of the agreement shall be one year from the effective date noted in the agreement. The member may request a one-year renewal of the Agreement subject to the approval of TowsonGlobal; however, TowsonGlobal may require an adjustment to the Membership Fee for any such one year renewal. In applying for a renewal of this Agreement, the Company shall submit to TowsonGlobal a report of its activities for the original term as well as a business plan for the one-year renewal term (including evidence of the member's ability

to pay its Membership Fee) as a means of proving eligibility for Membership status for the succeeding year.

There are four possible situations under which TowsonGlobal would not renew the membership agreement; 1) the member has breached the conditions of the license; 2) the member is conducting operations which do not conform with the criteria above; 3) the member is found to be in continuous serious difficulty and it is determined that TowsonGlobal can no longer be of assistance to the member, or; 4) the member is no longer in need of improving its survival rate and can graduate to regular commercial space.

The member will exit the facility upon the normal termination of the license agreement in accordance with the terms of the agreement, these TowsonGlobal exit policies and any written amendments or side agreements concerning items such as equity sharing. No verbal agreements will be considered or honored by TowsonGlobal.

The Advisory Board will review at least annually the progress, both financially and programmatically, of each member, determining when the member has satisfied the exit criteria and when it may be most appropriate for the member to exit.

### **Confidentiality of Applicant's Business Plan**

TowsonGlobal, its staff and management, have instituted policies, which make every reasonable effort to maintain confidentiality. However, under no circumstances shall TowsonGlobal, Towson University or their members be held liable for any damages to the applicant, its principals and/or its employees by premature or other release of any information presented.

### **Participation Requirements/Considerations**

The Membership Fee is structured to benefit the new company during its participation at TowsonGlobal. For Resident Members, in addition to office space, the monthly fee price per square foot will provide access to many common area facilities, limited administrative support, certain shared services, and participation in a variety of counseling, networking and informational programs. For Associate Members, the monthly fee will provide access to certain shared services, and participation in a variety of counseling, networking and informational programs.

The first month's fee is due payable upon execution of the membership agreement along with a deposit equal to one month's fee. Thereafter, the fee is due on the first of each month unless another monthly date is specified in the Membership Agreement as executed. The deposit will be refunded at the end of the company's membership if no amounts are outstanding and due to TowsonGlobal.

A member must maintain general public liability insurance, naming both your firm and TowsonGlobal as insured against claims for personal injury, death or property damage occurring upon, in or about TowsonGlobal. Prior to starting participation and again at renewal of the Membership Agreement, you are required to provide for our files a copy of the insurance policy or a certification of insurance. Your insurance agent or broker will be able to assist you in understanding and obtaining this coverage.

## **Existing Member Review/Membership Agreement Renewal**

A progress report may be requested of each member every six months and at any other time that the TowsonGlobal Director or Advisory Board deems necessary. The report must consist of a detailed comparison of the progress being made against the goals and targets outlined in the initial business plan. The report must also contain the most recent set of financial documents, including a statement of income and balance sheet. This progress report may be reviewed by the Advisory Board to determine whether or not the member is making satisfactory progress toward the goals and objectives outlined in their original business plan. At that time, the Advisory Board may determine whether or not sufficient progress is being made or if the company must pursue a different plan of action in order to continue participating with TowsonGlobal.

## **Member Use of Common Areas/Services**

### **Resident Member**

These services presently are made available at no charge to Resident Members (in the event that the member makes excessive use of such services, as determined by TowsonGlobal, the costs of such excessive use shall be borne by the member):

- a.) Parking
- b.) Quality office space
- c.) Limited Receptionist services (except clerical)
- d.) Basic office furniture
- e.) Mail receipt and sorting
- f.) Access to conference and small meeting room
- g.) Use of kitchen facilities
- h.) Collection of regular operations-generated trash
- i.) Building security
- j.) Cleaning and maintenance
- k.) Use of any available common equipment (e.g., TV/VCR, overhead projector)
- l.) Basic utilities
- m.) Use of copier
- n.) Access to network printer
- o.) Use of fax machine
- p.) Basic Monthly telephone hook-up and usage
- q.) Internet access, both wireless and landline

Shared business services available at cost:

- a.) Shipping and receiving services

The following services are provided upon initial execution of agreement:

- a.) New paint on walls (if necessary)
- b.) Carpet cleaning (if necessary)
- c.) Company name on interior member directory
- d.) Company name on wall holder at member's space
- e.) Two exterior door access cards and two door keys for member's space

The following items are at the sole cost and expense of the member:

- a.) Personal computer and personal printer
- b.) Any additional utility services other than listed above
- c.) Any additional telephone services (jacks, extensions, outside lines)
- d.) Any repainting of walls or cleaning of floors after initial occupancy
- e.) Additional keys/access cards
- f.) Locksmith charges for re-keying door locks (except if requested by TowsonGlobal Director)
- g.) Additional signage or changes to signage
- h.) Trash hauling for any items too large to put in dumpsters
- i.) Additional security

### **Associate Member**

These services presently are made available at no charge to Associate Members:

- a.) Parking
- b.) Limited Receptionist services (except clerical)
- c.) Access to conference and small meeting room
- d.) Use of kitchen facilities
- e.) Use of any available common equipment (e.g., TV/VCR, overhead projector)
- f.) Use of copier (charged on a per-use basis) **.08 per page**
- g.) Access to network printer (charged on a per-use basis) **Black & White .08 per page, Color printer .49 per page.**
- h.) Use of fax machine (charged on a per-use basis) **.49 per page**

Shared business services available at cost:

- a.) Shipping and receiving services

The following services are provided upon initial execution of agreement:

- a.) Company name on interior member directory

## ***TowsonGlobal Services***

### **Student Research & Administrative Support**

TowsonGlobal can act as a recruiter for members who require student research and administrative support. This may consist of conducting market research, typing letters, entering data, creating spreadsheets, assisting with mailings, assisting with the preparation of presentation materials, assisting with the creation or maintenance of a filing system, and other miscellaneous tasks needed.

### **Mail Services**

TowsonGlobal will sort and deliver mail and packages for member companies on a daily basis. For correspondence purposes, please use the following as your business address:

**NOTE:** Please let our staff know if your business will be receiving mail under any name(s) other than the one on your license. Upon leaving the TowsonGlobal Incubator Program, all members must provide a forwarding address to which we will send your mail for up to 90 days after official move out. Each member is responsible for notifying its vendors, customers, and other parties when exiting TowsonGlobal.

## **Photocopying Service**

During the orientation meeting with the Director, each Resident member company that enters the TowsonGlobal Incubator Program will be issued a copy code to track billing (Associate Members will be charged on a per-use basis). The copy machine will not operate without this code. If the number is lost or forgotten, notify the Receptionist for assistance. Self-service copies may be made on the TowsonGlobal copier. Letter, legal, and ledger size copies can be accommodated.

## **Fax Machine**

A fax machine is available for receiving and sending faxes. In order to send faxes long distance, all Resident members must use the assigned long distance access code (Associate Members will be charged on a per-use basis). See the Receptionist for fax machine operating instructions.

## **Shipping Services**

Express mail and package delivery service providers service TowsonGlobal daily. Members will need to maintain their own accounts with any such service providers.

## **Library Access**

TowsonGlobal has made arrangements for member companies to have access through Towson University Library to materials of the University of Maryland System.

Below are instructions on requesting a Towson University library card and a description of the privileges associated with the use of the card.

If you have any questions, please contact the Circulation Manager at phone 410-704-3442, fax 410-704-3760, or email at [plangley@towson.edu](mailto:plangley@towson.edu).

## **Requesting Affiliate Borrower Library Privileges**

As a participating member of TowsonGlobal, the Business Globalization Center, members of your organization are eligible to use the services and resources offered by the Albert S. Cook Library at Towson University. Library privileges are granted upon request through the submission of a Library Registration Form.

- To obtain a registration form, <http://cooklibrary.towson.edu/docslibrary/circ/towsonGlobalRegistrationForm.pdf> or e-mail [plangley@towson.edu](mailto:plangley@towson.edu).
- Complete the registration form and have it signed by the TowsonGlobal Administrative Assistant or Director.
- Fax the registration form to the Circulation Manager (410-704-3760) who will mail the library cards to your business address.

Upon submitting a Library Registration Form, each company will receive two guest cards with a validation date of two years from the date of issue. Extensions are granted upon request if your company remains a member of TowsonGlobal.

## **Library Privileges for Affiliated Borrowers**

- Access to electronic resources
- Access to the media resources lab and materials
- Access to periodicals, microfilms and microfiche collections in house
- Reference assistance in person, via instant messaging, email, or telephone
- Ability to search the library's online catalog and electronic journals
- Ability to borrow circulating materials from Cook Library - Loan period 28 days
- Ability to renew library materials remotely or physically
- Courtesy reminders of upcoming due dates
- Notification if another patron needs items that are on loan to your account
- Free replacement of library cards if lost or damaged

Affiliated borrowers are subject to all the rules and regulations of the Albert S. Cook Library. Your company is responsible for all materials borrowed and for any fees assessed when materials charged to the library account are lost, damaged or returned late. Please notify us if the library card is lost or stolen.

# ***The Basics***

## **Telecommunications**

In the meeting with the Director, Resident Members will discuss the telecommunications needs for the office, and a long distance access code will be assigned. At present, domestic long distance services are made available at no charge to Resident Members (international long distance services will be billed at cost); however, in the event that the resident member makes excessive use of such services, as determined by TowsonGlobal, the costs of such excessive use shall be borne by the member. All requests for telecommunications services and maintenance must go through the Receptionist in order for the service to be properly maintained, including phone lines, long distance access, etc.

## **Internet Access and IT Support Services**

In the meeting with the Director, Resident Members will discuss the Internet access or other IT support services needs of the company. Each office is wired for Internet access and capable of connecting to the network printer. Both of these features are included for Resident Members as part of the basic bundle of services stated in the membership agreement. Additionally, the TowsonGlobal suite is fully covered by the Towson University wireless guest network, which members may connect to if desired. If assistance is required with networking among a member company's computers in individual offices, with website hosting or other IT services, such support and services may be engaged from RESI of Towson University at preferred rates. All requests for assistance with Internet access or other IT support services must go through the Receptionist.

## **Keys**

Each resident Member company will be issued the initial set of keys/access cards provided to the company upon entry into the TowsonGlobal Incubator Program. The Resident Member will receive two (2) sets of keys/access cards at no charge. The sets include a key to your office and an access card to the TowsonGlobal suite entrance. In the event your company needs more than the initial two (2) free sets of keys/access cards, you will be charged for the additional sets. This charge also applies to lost keys/access cards or keys/access cards not returned upon your departure from TowsonGlobal.

## **Parking**

Parking needs also will be discussed in the orientation meeting with the Director. Please note the following:

You, your representatives and clientele shall have the right to park in the spaces provided at the facility on an "as available" basis. Please do not park in reserved or restricted spaces. You will be provided parking passes for all of your company representatives; the parking passes should be displayed on your rear view mirror. You will be charged for lost parking passes or parking passes not returned upon your

departure from TowsonGlobal.

All visitors to TowsonGlobal must sign in with the Receptionist prior to transacting business at TowsonGlobal.

## **Kitchen**

The TowsonGlobal facility houses a kitchen area for use by all TowsonGlobal member company personnel and TowsonGlobal staff. A refrigerator, microwave, coffee pot and water cooler are available for all members. Each person who uses the kitchen is responsible for cleaning up after him/herself. Please deposit all food items and containers in the large covered trash can in the kitchen. Please do not leave any food or containers in your individual offices that may spoil. Please contact the Receptionist for any assistance related to the kitchen area.

## **Furniture & Equipment**

All TowsonGlobal Resident members have the option to bring their own furniture, fixtures and equipment for utilization in their business operations at TowsonGlobal subject to the approval of the Director. TowsonGlobal has basic office furniture available for use by Resident Members. This furniture includes desks, chairs, and filing cabinets. The furniture is available on a first-come-first-served basis. TowsonGlobal does not provide individual computers, printers and fax machines. All TowsonGlobal furniture, fixtures, and equipment used in TowsonGlobal operations and members offices are the property of TowsonGlobal. This property must be returned in good order to TowsonGlobal upon exiting the incubator program. No TowsonGlobal furniture may be removed from the premises.

## **Janitorial Services**

TowsonGlobal will provide basic janitorial services for each Resident member. This service includes nightly emptying of trash cans in each unit, vacuuming of carpet, and cleaning of the restrooms and common areas. Please place individual trash cans outside your office door at the end of the day for easy access by cleaning staff. Also, please place only paper products in the large trash can in the copy room; food items should be deposited only in the covered trash can in the kitchen. A large paper recycling bin also can be found in the copy room. If you have a need for something other than these basic janitorial services, please contact the Receptionist to discuss your specific needs.

## **Security**

Building Security is provided to all members by Towson Municipal Police Department. The police make random patrols throughout the day. Please contact the TowsonGlobal Director to discuss special security needs.

# ***Tenant Understanding***

## **Payment of Your Invoice**

The Membership Fee is due one month in advance, as well as any service fees for the preceding month. The cut-off time for services is the 20th of each month, and invoices are issued to you by the 25th of the month.

Payment is due on the 1<sup>st</sup> of each month. You will be charged 5% of the membership fee amount for any payments received after the 15<sup>th</sup> of the month. If either of these dates falls on a weekend, the due date will be the preceding Friday.

Make all checks payable to Towson University, and include the invoice number on your check. All payments should be delivered promptly to the Director. If you have any questions concerning your invoice, please speak with the Director as soon as possible.

## **Equity Agreement**

As stipulated in the Membership Agreement, the Company shall execute an Equity Agreement with TowsonGlobal. If, for extenuating circumstances, an Equity Agreement cannot be reached, a Royalty Agreement shall be put into place.

## **Success or Failure of Member Business**

TowsonGlobal members specifically recognize and acknowledge that the business venture to be undertaken by members depends upon the ability of the member as an independent business person, as well as other factors, such as market and economic conditions, all of which are beyond the control of TowsonGlobal. The TowsonGlobal member acknowledges that success or failure of member's business enterprise will be dependent on the business acumen and diligence of the member. The TowsonGlobal member also agrees that success or failure of its business will not depend on TowsonGlobal's performance under the Membership Agreement or any other agreement with TowsonGlobal. TowsonGlobal makes no representations or warranties as to the growth or success of member's business. TowsonGlobal shall have no liability to the member whatsoever for the success or failure of the business including, but not limited to, any consequential or incidental damages to the member or to any other person or entity.

## **Towson University, Baltimore County & the TowsonGlobal Member Relationship**

The member shall not represent that it is affiliated in any way with TowsonGlobal, Towson University or Baltimore County, other than as a Member of TowsonGlobal; nor that its products and/or services are endorsed or approved by TowsonGlobal, Towson University or Baltimore County. Nothing contained in the Membership Agreement shall create any partnership or joint venture between the parties. Neither party may pledge the credit of the other or make any binding commitment on the part of the other. TowsonGlobal members shall not use any trademark, service mark, trade name or other indicia of Towson University, nor shall the TowsonGlobal member represent itself as having any business affiliation with Towson University without having specific written agreement from Towson University, and upon cause shall issue public disclaimers to

that effect. It is not the intent of the incubator program for any TowsonGlobal member to gain any advantage for soliciting and selling any goods or services to Towson University employees and students. TowsonGlobal members are specifically prohibited from such direct solicitation and sale on any Towson University property, by means of Towson University campus mail, Towson University campus telephones, or otherwise.

### **Member Financial Statement Requests**

TowsonGlobal may request from TowsonGlobal member companies financial statement and tax return information prepared in-house or by a third party including, but not limited to, balance sheet, income statement, statement of cash flow, proforma projections, budget information, accounts receivable aging schedules, accounts payable aging schedules, and inventory listings.

### **Member Legal Information Requests**

TowsonGlobal may request from TowsonGlobal member companies legal documentation including but not limited to corporate documents such as articles of incorporation, by-laws, articles of organization, management agreements, stock certificate ledgers, shareholder meeting minutes, board meeting minutes, and board resolutions. Failure to comply with these requests could result in termination of the Membership Agreement.

# ***TowsonGlobal Building & Facilities Use***

## **TowsonGlobal Building & Facilities**

### **Care & Use of Facilities**

The Resident Member Company and TowsonGlobal shall survey the premises prior to occupancy and shall jointly note any existing damage thereto. Such note shall be appended to the Membership Agreement as Exhibit D. Damages noted on Exhibit D shall not be the responsibility of the member. Towson University will maintain and make any necessary repairs to the premises; however, if any damages to the premises or facilities are caused by the member's actions or omissions, Towson University will charge the member for the necessary repairs, and the member shall pay all such costs.

TowsonGlobal member premises are provided for the purpose of carrying on the prescribed business outlined in your application. TowsonGlobal members shall comply with all health, safety, environmental and other ordinances and laws now existing or to be enacted, and the rules and regulations established or to be established by Towson University. TowsonGlobal members shall maintain and keep the facility space and all TowsonGlobal premises in a neat, clean and orderly condition, as a prudent administrator, during the term of your participation in the business incubator, and shall not cause damage to or defacement of same. At the end of your participation, whether by expiration or termination, TowsonGlobal members shall, without further notice, actually deliver all of the keys/access cards to the facility space, and furniture and fixtures assigned to the member and TowsonGlobal, deliver possession of said facility space and appurtenances to Towson University, clean the facility space such that it is free from trash and in the original condition as received (save and except any alterations, additions, and improvements consented to in writing by Towson University), reasonable wear and tear accepted. TowsonGlobal members shall not cause an increase in the fire or hazard insurance premiums by member use of the facility space or any TowsonGlobal premises. TowsonGlobal members shall not conduct any unlawful trade, occupation, or operation while participating in the TowsonGlobal business incubator program.

### **Hazardous Materials and Animals**

TowsonGlobal members are not allowed to bring any hazardous materials or animals into the facility. This includes, but is not limited to, infectious materials, pathogens, toxins, certain biological products, and micro-organisms.

### **Smoking**

It is the intent of TowsonGlobal (TG) to maintain a healthful, professional and serene work environment. For these reasons, tobacco use is permitted only in the designated smoking areas near the Smoker's Outposts. There are three outpost locations along the third floor landing; two are at the far ends near the stairwells and one is outside of suite 360.

It is recommended that smokers remain at the far ends of the landing in order to avoid disturbing other incubator members and other co-tenants with smoke, conversation and

other noises. Please be courteous by being conscious of the path of your second-hand smoke and of speaking volume.

## **Guests**

It is the intent of TowsonGlobal to maintain security and privacy for all member companies. For security purposes, only member company employees registered with TowsonGlobal management are permitted unaccompanied access to the facility. Guests\* must enter through main entrance and be escorted by TowsonGlobal or member company staff beyond the reception area. **Office passcards and keys are exclusively for the use of designated members and cannot be used by or transferred to any other person.**

Under **NO** circumstances will TowsonGlobal staff open an office for a guest. These individuals will not be permitted to walk through the facility unescorted and will not have access to the common area equipment, conference rooms or phones without being accompanied by the member.

\* A guest is defined as: Anyone who is **NOT** formally registered with TowsonGlobal management and issued a key-card. Typically, only employees are considered Authorized Personnel, and consultants, accountants, legal representatives, etc. are not considered Authorized Personnel.

## **Alterations or Improvements**

TowsonGlobal members are not allowed to make any alterations, modifications or improvements to the facility space or the TowsonGlobal premises without first obtaining the written consent of the TowsonGlobal Director. Any alterations, modifications, or improvements made by TowsonGlobal members shall become the property of Towson University and shall be surrendered to Towson University at the termination or expiration of the Agreement or any extensions or renewals thereof without compensation. Any such alterations, modifications or improvements shall not impair the safety or the appearance of the facilities and shall be made according to all applicable laws, ordinances, regulations and policies, including but not limited to those of Towson University. Upon the termination of the Membership Agreement, if Towson University directs by written notice to the member, the member, at its sole expense, shall promptly remove any additions and/or restore any modifications or improvements designated by Towson University and repair any damage caused by removal and restore the premises to their original condition.

The member shall not otherwise mark, paint, drill into or in anyway alter the windows, doors, walls, ceiling, partitions or floors of the TowsonGlobal building or premises, without the prior written consent of the TowsonGlobal Director.

## **Right of Entry & Inspection**

TowsonGlobal and its contractors and subcontractors and its or their agents and employees may at all reasonable times during the term of the Membership Agreement enter for any necessary reason including to inspect and/or repair the premises and to make such repairs, additions or alterations or remedy any contamination as it may deem necessary for the safety, improvements, preservation or condition thereof, or of the

facility, but TowsonGlobal assumes no obligation to do so, and the performance thereof by TowsonGlobal shall not constitute a waiver of the member's default in failing to perform the same. TowsonGlobal shall in no event be liable for any inconvenience, disturbance, loss of business or other damage to the member by reason of the performance by TowsonGlobal of any work in, upon, above, under or outside the premises. If the member shall have vacated or abandoned the premises, or in the event of an emergency, or if in any other instance after TowsonGlobal has given notice of TowsonGlobal's intention to enter, the member or member's agents or employees shall not be personally present to permit an entry into the premises, then in any such event, TowsonGlobal and its contractors and subcontractors and its or their agents or employees may enter the same by the use of force or otherwise without rendering TowsonGlobal liable therefore, and without in any manner affecting the member's obligations under the Membership Agreement.

### **Surrender of Premises Back to Towson University**

Should the Membership Agreement be declared terminated or upon expiration of its term, TowsonGlobal members shall surrender the premises to TowsonGlobal immediately, waiving any notice of eviction. If TowsonGlobal terminates this Membership Agreement, TowsonGlobal may assign the facility space to another at its discretion or make any use of the premises it so desires.

Termination of this Agreement regardless of the reason for termination shall not relieve either party of any outstanding obligations incurred prior to the termination. Without limiting the generality of the foregoing, the member's indemnification obligation shall survive the termination or sooner expiration of the Membership Agreement. Upon termination, the member shall vacate the premises promptly and at any rate within any time limits provided in the Membership Agreement.

### **Insurance Requirements**

TowsonGlobal members shall obtain and maintain at their own expense, throughout the term of the Membership Agreement, insurance against loss or liability in connection with bodily injury, death, property damage or destruction, occurring within the premises and/or the facility or arising out of the use of the premises and/or the facility by the member, its agents, officers, employees, contractors, invitees, visitors and guests under one or more policies of Comprehensive General Liability insurance, or its equivalent, having such limits as to each as are reasonably required by TowsonGlobal from time to time, but in any event not less than a minimum coverage of Two Million Dollars (\$2,000,000) for bodily injury to or death of any one person during any one occurrence; Two Million Dollars (\$2,000,000) for bodily injury to or death of all persons in any one occurrence; and One Million Dollars (\$1,000,000) for property damage or destruction during one occurrence.

TowsonGlobal shall be listed as an additional insured on all such policies. Each such policy shall contain a provision that it cannot be canceled except upon thirty (30) days written notice to each additional insured. The member shall furnish TowsonGlobal with a copy of all such policies prior to taking occupancy of the premises, and annually thereafter. Failure to maintain acceptable insurance coverage could be considered a technical default under the Membership Agreement. Should you have any questions, please contact the Director.

## **Conference/Meeting Rooms**

One conference room (for meeting with approximately 15 - 20 people) and one small meeting room (for meeting with 1-3 people) are available for use by TowsonGlobal members. The meeting rooms are available for your use subject to availability and are reserved on a first-come-first-served basis. Contact the Receptionist to schedule or cancel your reservation. Please provide a 24-hour notice for any conference/meeting room cancellation.

## **Audio/Video Equipment**

TowsonGlobal members may reserve on a first-come-first-served basis any available common equipment (e.g., TV/VCR, overhead projector). Contact the Receptionist to reserve any available equipment. All equipment must be checked back in with the Receptionist.

## ***Member Policy Compliance***

I certify that I have read the entire TowsonGlobal Policy Manual, I fully understand the content of the Manual, and I will comply fully with its contents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date