



EAST CHICAGO URBAN ENTERPRISE ASSOCIATION GALLERIA INCUBATOR PARTICIPANT AGREEMENT

In consideration of the benefits, resources, assistance, and incentives offered to participants of the ECUEA Business Incubator Program, Participant, _____ (hereinafter, "Participant") acknowledges and agrees to the following:

1. As a condition of participation in the Business Incubator Program, Participant will be required to sign a lease agreement for its office space within the Galleria Building which provides as follows:

Program Requirements. In order to maintain possession of the Leased Premises and/or avoid termination of this Agreement, Lessee (designated as Participant) shall at all times comply with the terms, conditions, and requirements of the East Chicago Urban Enterprise Association's Business Incubator Program, including but not limited to the following:

- a. Minimum 4 hours of program training;
 - b. Create and register business entity and maintain proper certification, registration, and licensing with State of Indiana and City of East Chicago;
 - c. Draft and submit comprehensive Business Plan;
 - d. Prepare and file all required tax returns;
 - e. Pay all sales tax, as applicable;
 - f. Maintain compliance with appropriate finance and accounting protocols;
 - g. Maintain office hours approved by Lessor (designated as ECUEA);
 - h. Maintain appropriate liability and business insurance;
 - i. Maintain sufficient creditworthiness to obtain appropriate financing as needed to properly maintain cash flow;
 - j. Present and maintain an appropriate sales and marketing plan, as approved by Lessor;
 - k. Participate in joint marketing activities as requested by Lessor, which benefit the Business Incubator Program as a whole; and
 - l. Comply with ongoing Business Incubator Program requirements as defined and/or established by Lessor.
2. Participant further acknowledges and agrees that office space in the Galleria Building may not be used for purposes which create a nuisance for, or disturb the

peaceful use and enjoyment of, neighboring businesses and offices. This requirement is applicable to Participant and its employees, contractors, service providers, invitees, customers or patrons, and guests.

3. Participant further acknowledges and agrees that its participation in the Business Incubator Program, as well as the lease agreement regarding office space in the Galleria Building, may be terminated by ECUEA due to the failure of Participant to adhere to any of the requirements listed above.
4. Participant further acknowledges and agrees that ECUEA does not guarantee business or financial success as a result of participation in the Business Incubator Program, and shall not be held liable for any loss of income, loss of revenue, or failure of any business entity which is the result of any risk associated with the operation of a small business. ECUEA does not, and will not become as a result of participation in the Business Incubator Program, legally or fiscally responsible for the success of any Participant.
5. Participant further acknowledges and agrees to indemnify and hold ECUEA and its employees, contractors, and agents harmless from and against any claims, demands, losses, damages, and expenses (i) related to bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of Participant or its employees, contractors, service providers, invitees, customers or patrons, or guests, (ii) resulting from a breach by Participant of the covenants or obligations under this Agreement, and/or (iii) related to or resulting from any negligent or intentional act performed by Participant or its employees, contractors, service providers, invitees, customers or patrons, or guests in the scope of its participation in the Business Incubator Program. In no event shall ECUEA be liable for any consequential, incidental, or punitive damages, losses, or expenses in any such circumstance, even if it has been advised of their possible existence.

FOR THE APPLICANT

Signature _____

Date _____

ECUEA USE ONLY

Date Received _____

By _____