

***Joyful Treats Community Development Corporations’ Business Incubator***

***103 Ecorse Rd., Ypsilanti, MI 48198 \* 734.485.4367***

# Overview

***Welcome to Joyful Treats Community Development Business Incubator***

You have joined a business support program that accelerates the successful development of start-up and fledgling companies by providing entrepreneurs with an array of targeted resources and services. Joyful Treats Community Development Business Incubator’s main goal is to provide assistance to increase growth potential, resulting in a self-sustaining, profitable company.

The mission of our community development business incubator is to support the long-term success of small businesses in the Southeastern Michigan Region. As a participant in the Community Development Business Incubator companies will have access to appropriate rental space and flexible leases, shared basic business services and equipment, technology support services and resources in obtaining the financing necessary for company growth.

A basic outline of the services and support available to you is summarized in this handbook. Keep in mind that some of the most valuable rewards to participation in our program come from the community of entrepreneurs who now surround you every day. Please take advantage of your peers and of the staff here as we all contribute to the success of our companies.

**Location**

Joyful Treats Community Development Business Incubator Center is located at 103 Ecorse Rd, in Ypsilanti Township. Our space contains approximately 4461 square feet of leasable space with adjacent parking areas and handicap accessible. We are immediately accessible to I-94 express way, US- 12, shopping, dining and 2 miles east of Eastern Michigan University.

Joyful Treats Community Development Business Incubator Companies may use the following information for mail, stationery, telephone listing, etc.:

Your Company Name

103 Ecorse Road

Ypsilanti, Michigan 48198

(734) 485-4367

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# Program Entrance Policy

Joyful Treats Community Development Business Incubator Center provides services to a wide range of entrepreneurs, but to apply, applicant’s business must meet one of the following criteria:

* A home-based business that is ready to transition to a professional environment.
* A company which will utilize their space at the Incubator solely for the Research and Development of a new and innovative product or service.

In order to apply for the program, a company must complete a program application and detailed business synopsis. Companies will be evaluated by their fit with the resources and services provided.

**APPLICATION FEE:** $25 per company includes credit report(s) and processing fees.

**Lease Agreement**

Joyful Treats Community Development Business Incubator Companies and its principal owner(s) enter into a formalized lease agreement. Short-term, month-to-month, week-to-week or day-to-day rentals (up to six months) may be considered, assuming appropriate space availability. In situations involving pre-startup or pre-expansion, feasibility studies, business/marketing/financial plan development, facility readiness, etc. Lease agreements provide reasonable flexibility in allowing companies to expand or retract within the Incubator, or to move to another facility at an appropriate time. An Incubator Company may lease any available combination of office space within the Incubator that is in keeping with efficient overall space utilization practices. Space will can be tailored to individual business needs without interfering with building heating and ventilation systems. Incubator Companies must agree to consult regularly with staff members, who provide ongoing assistance to establish a plan for technical assistance and training.

**Security Deposit:**

Joyful Treats Community Development Business Incubator Companies are responsible for providing a Security Deposit equal to the first month’s rent of the most recent Lease or Lease Addendum. Joyful Treats Community Development Incubator Companies must provide the security deposit, the first month’s rent and evidence of insurance before occupying space. The terms and stipulations of this deposit are explained in the Lease Agreement.

# Administrative Services

*Telephone Answering –* Community DevelopmentIncubator Companies who use the telephone system may occasionally forward their phone to the Front Desk if an answering service is needed. Contact the Communications Assistant at the front desk.

*Receptionist* – Community Development Incubator Companies may receive administrative services for up to 2 hours per month dependent on the availability of the Communications Assistant. Services may include light secretarial, typing, word processing, and collections. Additional hours may be negotiated for a fee. Contact the Communications Assistant at the front desk.

*Notary Public* – Contact the front Receptionist for assist with notary.

*Mail* – Incoming mail to Joyful Treats Community Development Incubator Companies arrives from the US Postal Service in bulk. Our Receptionist will sort the mail Monday through Friday and distribute it to Suite mailboxes. Outgoing stamped mail is picked up Monday through Friday.

Once a company has left the Incubator, their mail will be forwarded for three (3) months from their departure date free of charge. Anything received after the two-month period will be returned to sender, (with the exception of bulk mail, which will be discarded). If you wish for a forwarding service to continue past the three (3) month period, there will be a **$10.00 per month fee** payable in advance.

Shipping – UPS & FedEx deliver as needed to the Front Desk. This makes it easy for companies that do not have full-time office staff to receive packages. You may request direct delivery to your premises by contacting the carrier. You may arrange for pickup of outgoing packages by contacting the carrier. All outgoing packages must be brought to the Front Desk, the designated pickup site. Carrier info: UPS – [www.ups.com](http://www.ups.com/) or 734-482-3250; FedEx [www.fedex.com](http://www.fedex.com/) or 1-800-463-3339

**Shared-Use Equipment**

The following equipment is available to Community Development Business Incubator Companies at no cost, unless otherwise indicated:

A central telephone system with voice mail and equipment to handle Incoming and outgoing calls for Incubator Company is available.

Copy machine is available to the Community Development Business Incubator Companies are charged $.05 per single-sided copy and $.10 for double-sided copies. Management reserves the right to impose maximum usage limits. Contact an Incubator Program Manager or the Accounting Department for a copy code to ensure access to all machines.

Color Scanner is available. Management reserves the right to impose maximum usage limits. Contact an Incubator Manager or the Accounting Department for a copy code to ensure access to all machines.

Computers with spreadsheet, word processing and accounting software are available for Incubator Program Company use on a rental reservation basis.

Video Camera and Green Screen lab is available to Incubator Companies for low or no cost. Outside companies may rent time at $10 per hour or $60 per day (eight hours). Contact an Incubator Manager or Front Desk for more information.

Laptop computer, projector and screen are available on a reservation basis through the front desk.

Vacuum cleaners are available for Incubator Program Companies to use in the Administration, Manufacturing, and Services buildings.

Access to Conference and Training rooms, is available according to membership level. These rooms are available to you only to be used for activities directly related to your business. Companies outside of the Incubator Program are charged $50 for ½ day or $75 for a full day. Please contact the front desk to reserve your time. These rooms are available on a first come first serve basis. Notice must be given at least 7 days prior to your event.

## **Activities and Resources:**

*New Incubator Company Networkers* are held quarterly.

*Business Over Breakfast* is held monthly for one hour in the Training Room. Joyful Treats Community Development Business Incubator Center provides a light breakfast and a panel discussion from informative speakers. There are also opportunities to receive and provide updates and discuss mutual growth opportunity.

*Communications:* Community Development BusinessIncubator Companies will be subscribed to regular email campaigns to keep informed about events, workshops and resources available to entrepreneurs.

*Social Networking:* The Community Development Incubator Center is very supportive of social networking tools as a method to enhance and broaden our community. We encourage all Incubator Program Companies to participate.

*Open Houses and Tenant Mixers -* Many are offered throughout the year, including an annual Holiday Open House. Incubator Program Companies are highly encouraged to participate. These are excellent networking and marketing opportunities.

*National Business League Membership -* Incubator Program Companies are encouraged to join the National Business League as finances allow.

The Incubator Center partners actively with the Local Chapter, of the National Business League in their efforts to support our business community.

**National Business League** (NBL) offers special incentives to Incubator Program Companies.

**Internet Access**

Businesses have two options for high-speed internet access:

1. Broadband Access – Contact a member of the Incubator Program Management Team
   1. Prime T1 access for those with significant bandwidth needs. (Additional Cost)
   2. Shared T1 access for businesses with standard e-mail and internet access needs.

# Access to Premises

**Keys:** The Community Development Business Incubator Center is responsible for keying all spaces and will provide an Incubator Program Company with up to three keys for the Premises. An Incubator Program Company shall pay $5 for each additional key. No Incubator Program Company shall alter any lock or install a new or additional lock or any bolt on any door of its premises. All keys must be returned to The Incubator Center upon the termination of the Lease Agreement and gate codes will be deactivated. Should the Incubator Program Company fail to return all keys, the Incubator Program Company will be charged for the cost of rekeying the space, change deduction from security deposit.

**Security**: The Community Development Business Incubator assumes no responsibility for the security of the property or the personal property of the Incubator Program Company, its employees, or invitees. The main security is programmed to be open during business hours of 9am to 6pm or as late as 9pm with advance arrangements and will be by appointment on weekends and holidays. Incubator Program Companies are to enable their ingress and egress at any time. Each Incubator Program Company shall see that the doors of its Premises (including exterior doors of occupied building) are closed and securely locked upon exit each day. Each Incubator Program Company must keep their access secure, should not be given out to any clients or guests of an Incubator Program Company.

**Common Areas:** In addition to the Premises, the Community Development Business Incubator Companies shall have a non- exclusive right to access to such common areas as The Incubator Center determines to be necessary to the use of the Premises, including break rooms, restrooms, loading dock, copier locations, and mailboxes. The Community Development Business Incubator Company may, at no charge, reserve access to Conference Rooms and Training Room as available. The sidewalks, passages, exits, entrances and stairways of the Premises shall not be obstructed by any of the Community Development Business Incubator Companies or used by them for any purpose other than for ingress to and egress from their respective Premises.

**Inspection & Repairs**: The Community Development Business Incubator Center staff or its agents may enter a Company’s premises at any reasonable time in order to inspect them. If the Community Development Business Incubator Center deems any repair necessary for which the Community Development Business Incubator Company is responsible, The Community Development Business Incubator Center may demand that the Incubator Program Company perform the repair. If the Incubator Program Company refuses or neglects to make the repair in a reasonable time, The Incubator Center may make the repair and charge the Incubator Program Company in accordance with Section 6 of the Lease Agreement. Maintenance may enter the premises at reasonable times to install or repair pipes, wires or other appliances or to make any repair The Incubator Center deems essential to the use and occupancy of the other parts of the Building. The Incubator Center shall give reasonable advance notice to an Incubator Company of its intention to make non-emergency repairs.

**Tours:** The Incubator Center is an organization supporting business development within the community. Tours of the Property are frequently provided to government officials, students, prospective Incubator Companies, and others. As tours can be a marketing tool for the Incubator Company itself, Incubator Companies shall accept and provide support for tours as business allows. Every effort shall be made by the Incubator Center staff to provide notice to an Incubator Company before the occurrence of such tours.

**Parking:** Parking is available for serviceable business-related passenger vehicles with current the state of Michigan registrations that are moved at least once during each 7-day period. The Incubator Center may, from time to time, assign parking spaces to an Incubator Company and may require specific areas to be designated for Incubator Company’s customers, invitees or employees.

**Exterior Spaces:** Exterior storage fees will apply to any materials stored outside, including but not limited to lose items, storage sheds, equipment, and trailers. Incubator Companies must receive written permission from the Incubator Center to use exterior storage facilities, and will pay a monthly storage fee as described in the current year’s Incubator Pricing Policy (see Appendix A). In order to maintain a professional entrepreneurial environment, fines will be assessed for any items stored without permission. Vehicles or loose items stored longer than 7 days will be assessed a fine of 10 times the above rates, based on square footage occupied.

**Emergency** contact for property maintenance issues: For non-emergency issues or issues during normal working hours please call the Front Desk at 734.485.4367

**Smoking** is not permitted inside any building on the Property. Smokers must dispose of all waste in an appropriate receptacle.

**Incubator Company Maintenance Responsibilities**: Incubator Companies shall be responsible for routine maintenance, upkeep and cleaning of the Premises. The Incubator Center provides janitorial services for common areas; however, Incubator Companies are responsible for the cleaning of refrigerators and other common appliances. An Incubator Company and their employees must observe strict care and caution that all water faucets, water apparatuses and utilities are shut off before exiting the premises and will be financially responsible should waste or damage occur to the facility through oversight. The toilet stalls, toilets, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed; no foreign substance of any kind shall be disposed of in the toilet or down the drain. The expense of any breakage, stoppage or damage resulting from violation of this rule shall be borne by the Incubator Company who, or whose employees, agents or invitees, shall have caused it. An Incubator Company shall, at its expense, install and maintain under all caster chairs a chair pad or acceptable “carpet casters” to protect the carpeting in appropriate spaces.

**Incubator Maintenance Responsibilities:** All maintenance issues should be reported to the front desk. If you need additional help moving equipment, furniture, etc. please contact the front desk— additional charges may apply.

**Repairs & Alterations**: The Incubator Company shall not perform any act or carry on any practices that may injure the Premises or be a nuisance or a menace to other Incubator Companies on the Property. An Incubator Company shall, at its own expense, keep the Premises in good repair, and will, at the expiration of the Lease Agreement, leave the Premises in like condition as when it was taken, reasonable use and wear thereof and damage by the elements excepted. **The Incubator Company shall not make any alterations, additions or improvements to the Premises without the Incubator Manager's written consent.** A written plan showing proposed alterations must be submitted and approved by the Executive Director prior to any alterations. This submission should address who will perform the work, what is the purpose of the alteration, how jobs or profits will be affected and how the alterations will be paid for. Licensed contractors shall perform any electrical work & plumbing. It is the policy of the Incubator not to provide 100% funding participation in the alterations requested by an Incubator Company. Contribution to cost, if any, by the Incubator Center will be negotiated, with each Incubator Company based on the relative benefit and/or burden of the alterations. For improvements over $1000, The Incubator Center may negotiate to amortize leaseholds for the Incubator Program Company. All alterations, additions and improvements made by either party upon the Premises during the Term hereof, except movable office furniture and trade fixtures put in at Incubator Company's expense, shall become the property of The Incubator Center at the termination of the Lease Agreement. Incubator Company covenants to pay as they become due all just claims for labor and materials used in making any such additions, alterations, or improvements and to indemnify and save The Incubator Center harmless of and from all costs, expenses, and damages, including reasonable attorneys' fees and costs of suit, arising out of or connected with any statutory or other liens against the Premises, the Building or the Property for or on account of such labor and materials. Incubator Company covenants both for itself and its servants, agents, and employees, to observe and keep all necessary rules and regulations of the Building which affect said Premises and will at its own cost and expense make any and all necessary alterations or changes in the Premises which may be necessary because of any act of the Incubator Company, its servants, agents, and employees, in violation of any law, ordinance, rule or regulation of any city, state or government body. Upon the failure of the Incubator Company to make or proceed to make, any such changes or alterations within thirty (30) days after being required to by any other rule, regulation or ordinance above referred to within ten (10) days of the receipt of said order or notice, then The Incubator Center may enter the Premises at its option and do and perform said alterations or make such changes at the cost and expense of the Incubator Company, which said expense shall be deemed as rent and added to the next monthly installment of rent then accruing and be collectable

**Trash & Recycling:** Trash and recycling services are included in monthly rent. Incubator Companies shall place trash generated from normal business use in appropriate receptacles on the Property. Dumpsters are located on the northeast side of the Building, Items from other locations or in violation of local codes (including computers and other electronics) *cannot* be accepted. Incubator Companies with extraordinary trash needs can arrange additional pickups through the Incubator Center Maintenance Manager and will be responsible for monetary charges pertaining to such service.

**Lighting:** The Incubator Center shall be responsible for maintenance of lighting systems in common and exterior spaces as well as maintenance of ballasts in all spaces on the Property.

**Signage:** The Incubator Center shall provide uniform signage for an Incubator Company outside the Premises as well as on the occupied interior door. No other signage is permitted without express written consent of the Incubator Management, although permission shall not be unreasonable withheld. Please provide information and logo materials to Manager.

**Vending:** Vending machines are provided and maintained by the Business Incubator Center or an Incubator Center’s agent. An Incubator Company, its employees or guests may not install other vending equipment on the Premises nor tamper with existing equipment.

**Quiet Enjoyment:** All Incubator Companies have the right to peaceably and quietly have, hold, and enjoy the Premises for the duration of the Lease Agreement. No Incubator Company is permitted to disturb the quiet enjoyment of another outside the normal course of business. Loud music and animals are examples of such.

**Complaints:** Complaint forms are available at the front desk. Any complaints will be investigated and addressed in a timely manner.

# Discontinuation or Exit

An Incubator Company may be given a 30 day notice to leave the program and the premises for any one of the following reasons:

* + Incubator Program Company business closes.
  + Incubator Program Company repeatedly fails to adhere to the covenants prescribed in the Lease Agreement.
  + Incubator Program Company falls more than **one** months behind on lease payments.
  + Not paying employees or subcontractors

# Rules and Regulations

The Incubator Center and Incubator Company hereby agree that the preceding covenants are for the benefit of each Incubator Company and the operation of the entire Incubator Program. The Incubator Center is authorized to create these covenants and may change them at The Incubator Center’s option. The Incubator Center reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Premises, and for the preservation of good order therein.

The Incubator Center may waive any one or more of these Rules and Regulations for the benefit of any particular Incubator Company or Incubator Companies, but no such waiver by The Incubator Center shall be construed as a waiver of such Rules and Regulations in favor of any other Incubator Company or Incubator Companies, nor prevent The Incubator Center from thereafter enforcing any such Rules and Regulations against any or all of the Incubator Companies of the Premises.

These Rules and Regulations are in addition to and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of the Premises.

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**Appendix A 2018 Incubator Pricing Policy**

The purpose of the Business Incubator Center’s Incubator is to assist new, expanding, or fledgling small businesses by providing affordable space, shared administrative/office services and equipment, along with management assistance services, thus helping businesses succeed, creating new jobs and bringing new dollars into the area economy.

**LEASE RATE CALCULATION:** Leases are created based on Gross Square Footage, or usable square footage as dictated by the site maps plus 15% for common area usage (i.e. hallways, bathrooms and conference facilities). Minimum payments on all spaces are $350 per month.

**UTILITIES:** Power, gas, water, sewer, trash are included in the monthly lease fee.

**2018 FAIR MARKET VALUE** (price is per gross square foot)

## **COMMERCIAL SPACE:**

|  |  |
| --- | --- |
|  |  |
| Training | $9.00 |
| Technology upstairs | $9.50 |
| Technology downstairs with overhead | $8.50 |
| Services offices | $9.50 |

**EXTERIOR**: An Incubator Program Company must receive written permission from The Joyful Treats Community Business Incubator staff for any vehicles, trailers, storage units, loose items, etc. that are located on Business Incubator Center grounds longer than 7 days. No fee will be charged for serviceable business-related passenger vehicles with current Colorado registrations that are moved at least once during each 7-day period. Tenants may store approved loose items in a designated location at no cost with the written consent of the Incubator Program Manager. Approval may be granted for business-related items that may not fit into a standard storage unit (example: utility poles).

Storage units owned by The Incubator Center $0.37 per square foot Storage units owned by Incubator Company $0.27 per square foot Trailers (catering commissaries, etc.) $1.40 per linear foot/$35 min

In order to maintain a professional entrepreneurial environment, fines will be assessed for any items stored without permission. Vehicles or loose items stored longer than 14 days will be assessed a fine of 10 times the above rates, based on square footage occupied.

**Appendix** **B 2018 Internet Access Policy**

Reliable high-speed internet access is critical for growing small businesses. Over the past 2 years, the Center has invested heavily in an IT “backbone” that enables our program companies to receive high-quality broadband internet access at an affordable price.

Incubator Companies have two options for internet access. Comcast Xfinity service is available through building. In addition, the Incubator Center manages and provides two levels of high-speed internet access through our T1 lines.

1. Prime T1 access for those with significant bandwidth needs.
2. Shared T1 access for businesses with standard e-mail and internet access needs.

Prime T1 is an upgraded feature for Incubator Companies and offers access to the full capabilities of the T1 level of service. This line is restricted to just a few Incubator Program Companies so that large data files can be transferred quickly. The Prime T1 is available at $75/month. To order this service, please contact an Incubator Manager or the front desk and we will arrange for installation. Costs of the service will be added to your monthly bill.

Shared T1 is open to all our Incubator Companies and offers shared access to the T1 line. The level of service on this line will be comparable to DSL. This line is open to several Incubator Companies and therefore the performance will vary depending on who is using the capacity at that time. The Shared T1 is included in monthly memberships.

# Appendix D ACH Form

Dear Sir or Madam,

There have been several clients that have requested electronic loan payment options. We are pleased to inform you that Joyful Treats Community Business Incubator Center this option available. If you would like to make your monthly payment electronically, please fill out the enclosed authorization for automatic withdrawal from your business account for your Business Incubator rent payment.

Please provide the information requested and attach a VOIDED check. You may hand deliver this document and voided check to Joyful Treats Community Business Incubator or mail the original documents to Joyful Treats Community Development Corp., 103 Ecorse Rd., Ypsilanti, MI 48198. Attn: Khadija Wallace or Kamyra Cheatham.

If you have any questions or concerns, please feel free to contact us at: 734.485.4367 or by e-mail at: [admin@joyfultreats.org](mailto:admin@joyfultreats.org)

Khadija B. Wallace

*Executive Director*

Minnie Bradford

*Incubator Management Team*

Joyful Treats Community Development Corporation

103 Ecorse Road

Ypsilanti, MI 48198

[admin@joyfultreats.org](mailto:admin@joyfultreats.org)

ph:734.485.4367

[www.JoyfulTreats.org](http://www.JoyfulTreats.org)

**AUTHORIZATION AGREEMENT FOR AUTOMATED PAYMENTS (DEBITS)**

COMPANY NAME:

I (we) hereby authorize Joyful Treats Community Development Corporation, to initiate debit entries to my (our) □ Checking □ Savings (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to debit same account.

BANK NAME: NAME OF BRANCH

CITY: STATE: ZIP:

ROUTING NUMBER: ACCOUNT NO:

This authority is to remain in full force and effective until COMPANY and DEPOSITORY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

NAME NAME

ID NO: ID NO.

(Driver’s license number) (Driver’s license number) EXPIRATION DATE: EXPIRATION DATE: SIGNED SIGNED

DATE: DATE:

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**PLACE A**

**VOIDED CHECK**

**HERE**

## **DISCLAIMER**

THIS AGREEMENT of understanding is prepared for the benefit of the Joyful Treats Community Development Corporations’ Business Incubator, hereinafter referred to as "Management," hereinafter referred to as "Business," both parties which desire to clearly understand the relationship developed for the benefit of promoting and assisting business in this limited arrangement.

Program and Business are neither a partnership nor a venture of any description, in fact or law, but rather are independent entities forming a voluntary arrangement wherein Program is a general business advisor of Business. Business is under no compulsion or constraint to accept or implement the suggestions and advisement of Program.

Business specifically acknowledges and agrees that Program has no liability, past, present or future, as to the final and ultimate decisions of Business, nor is Business compelled in any fashion to accept the advisement and suggestions of Program.

Program neither assumes nor authorizes Business to assume any liability on behalf of Program or suggest to third parties, either expressly or implied, that Program is in any way a principal, agent or associated entity of Business, and Business specifically acknowledges its responsibility for all decisions and business matters related to its operation and control.

Program and Business agree herein to represent accurately the relationship between Program and Business and to abide by these provisions.

Executed this ,2018 in Ypsilanti, Michigan

## **Company Management**

By By