

TWINSTATE MAKERSPACES, INC. MEMBERSHIP AGREEMENT

The terms set forth in this Agreement express TwinState MakerSpaces, Inc.'s and Member's mutual interest in fostering and maintaining a welcoming, safe, and productive working environment for all of its members. This Membership Agreement (the "Agreement") is by and between TwinState MakerSpaces, Inc., a New Hampshire nonprofit corporation (herein referred to as "TSMS"), and the individual or entity identified on the signature page of this agreement (herein referred to as "Member"). This Agreement sets forth the terms and conditions governing the Member's access and use of the Claremont MakerSpace ("CMS") facilities, including equipment leased or owned by TwinState MakerSpaces, Inc., located at 46 Main Street, Claremont, New Hampshire (the "Facilities"). TSMS and Member agree as follows:

1. Duration of Agreement & Termination: The initial term of this Agreement shall commence on _____ and shall automatically renew at the then-current membership rate at the beginning of each month. Term discount memberships shall continue for the entire term of the discount commitment period, afterwards membership shall become a monthly membership and shall automatically renew at the then-current monthly rate for the selected membership level.

The monthly membership Agreement may be terminated by the Member or TSMS any time with 30 days advance notice. Notwithstanding the foregoing, TSMS reserves the right, but not the obligation, to terminate this Agreement at any time, immediately and without notice, if Member fails to comply with any provision of this Agreement, the "General Policies and Procedures," the "Membership Addendum," and the "Waiver and Release of Liability" attached hereto, as well as any additional policies and procedures that may be developed by TSMS from time to time.

Upon termination of this Agreement, Member shall remove all of their personal possessions from the Facilities within 10 days of the termination of this Agreement, after which period any remaining possessions shall be considered abandoned and shall become property of TSMS. TSMS may use or dispose of any such property in its sole discretion, and Member shall reimburse TSMS for its reasonable costs of disposal..

2. Member Obligations:

- a. Member shall only use the Facilities in accordance with the terms and conditions of this Agreement and all attachments hereto.
- b. Member agrees to keep the shared spaces of the Facilities in a neat, clean and attractive condition and shall not store any of their possessions in areas of the Facilities accessible to all TSMS Members or reserved for use by any other TSMS members, unless otherwise permitted by TSMS. Member agrees to refrain from the accumulation of materials that cause overflow within any studio or storage space reserved for Member's use and shall remove any such materials upon the request of a TSMS employee or representative.

- c. Member will not cause any damage to any of the Facilities, including unreasonable or inappropriate wear on TSMS's equipment, or to the building in which the Claremont MakerSpace is located (the "Building"). Member shall not disturb the use and enjoyment of the Facilities by any other member of the Claremont MakerSpace or the use and enjoyment of the Building by any occupant of the Building.
- d. Member agrees to respect the privacy and property of others, and to the physical security of other members' possessions, materials, and space.
- e. Member acknowledges and agrees to be bound and comply with the and conditions of the *General Policies and Procedures*, *Membership Addendum* and the *Waiver and Release of Liability*.
- f. Member agrees to visibly carry on their person TSMS issued membership identification credentials at all times while using the facility.
- g. Member shall not operate any machine, tool or equipment until they have been trained and certified to operate it.

3. Relationship of the Parties: Member is not an employee, tenant, agent or contractor of TSMS. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

4. Intellectual Property: Member acknowledges that it is their own obligation to seek protection for any intellectual property and/or confidential or proprietary information created through the use of the Facilities. Member shall not use the Facilities for any inappropriate or unlawful activity including obscenity and the unlicensed use of material protected by intellectual property laws.

5. Fees: Member agrees to pay the monthly fees, in advance, in the amount, form and manner detailed in the Membership Addendum. In addition, Member shall pay all reasonable third party fees (attorney's fees, debt collection fee, fees for repair of damage to TSMS tools due to excessive or improper usage specifically included) and other costs incurred by TSMS in connection with any of TSMS's rights or entitlements under this Agreement, including but not limited any reasonable costs of collection or action.

6. Partial Invalidity: If any one or more of the provisions of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

7. Waiver: No delay or omission on the part of TSMS in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of TSMS, nor shall any waiver of such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion. The acceptance by TSMS of any payment, or of a sum less than is due, shall not be construed as a waiver of any of TSMS's rights.

8. Amendments: TSMS reserves the right to amend the terms of this Agreement from time to time and at its sole discretion, without the consent of Member. TSMS will notify Member of any amendments via electronic mail or posting to its website, prior to such amendments taking effect.

9. Conflict of Provisions: In the event of a conflict between the provisions of this Agreement and the *Membership Addendum*, the *General Policies and Procedures* or the *Waiver and Release of Liability*, this Agreement shall control.

10. No Assignment: Member shall not have the right to assign its rights and obligations under this Agreement to any party.

12. Entire Agreement: This Agreement and the attached *General Policies and Procedures*, *Membership Addendum* and *Waiver and Release of Liability*, as well as any exhibits, schedules and attachments, supersede all prior agreements, whether written or oral, between the parties with respect to its subject matter, and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as herein set forth.

13. Governing Law: This Agreement and the attached *General Policies and Procedures*, *Membership Addendum* and *Waiver and Release of Liability*, as well as any exhibits, schedules and attachments, shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to principles of conflict of laws that would require the application of any other law.

MEMBERSHIP ADDENDUM

Membership at the Claremont MakerSpace permits you to access our facilities at 46 Main Street, Claremont, New Hampshire, during normal operating hours - listed at ClaremontMakerSpace.org, subject to any limitations of access determined by your monthly membership agreement. The schedule of operating hours is subject to change, depending on the needs of our community. Individuals are eligible to purchase memberships at the Claremont MakerSpace. Early stage start-ups are also eligible to purchase memberships at the Claremont MakerSpace, provided that each and every member of the start-up is also a Member of the Claremont Makerspace in their individual capacity.

Members wishing to license a studio or storage membership must also purchase a general membership to the Claremont MakerSpace. In the event that studio or storage memberships are currently unavailable, you may sign up for our waiting list. TSMS reserves the right to enter studio or storage space reserved for a member's use at any time and for any reason. TSMS furthermore reserves the right to determine to whom it will license a studio space for on any basis that it determines appropriate, and is not obligated to provide or continue the licensing of any space on a first-come, first-served basis.

If this Membership Addendum is amended by mutual agreement of TSMS and the undersigned member, the most current Membership Addendum, as amended, shall prevail over any previously-executed Membership Addenda. Notwithstanding the foregoing, TSMS reserves the right to amend the terms and conditions of this Membership Addendum from time to time without the consent of any member; the Membership Addendum, as so amended, shall prevail over any previously-executed Membership Addenda. If you do not agree with any changes that we make your sole and exclusive recourse is to terminate your membership.

Payment: All membership fees must be paid according to the following terms:

- Membership dues are paid monthly, in advance. Membership discounts may be made available from time to time for extended commitments, in which case membership dues must be paid in advance, for the entire discount period.
- Monthly memberships will automatically renew each month, and will continue to do so until canceled by member with 30 days advance written notice, or TSMS, in writing.
- Late fees, in the amount of 5% of the monthly fees due, will be charged 5 days after the payment due date. As TSMS has the right to terminate your membership at any time, your membership may be terminated if your membership fees remain unpaid for more than 10 days after the due date.
- Membership fees: Current Claremont MakerSpace membership fees, studio license fees and storage space fees are available on our website ClaremontMakerSpace.org/membership.

GENERAL POLICIES AND PROCEDURES

TSMS strives to provide a safe, productive and fun work environment for its members. In light of this mission, you must obey all of TSMS's policies and procedures for working in our facility. Please take them seriously. Failure to obey our policies and procedures can make our facilities dangerous or unwelcoming to others, and such actions on your part may result in your membership being terminated without notice. We reserve the right to change our policies and procedures from time to time, and will provide notice to members via email or posting to our website of any new policies and procedures or any changes to existing ones.

Safety Policies & Procedures: Members and all users of the facility must obey all posted signs and literature pertaining to safe use of our facilities. These obligations are minimum obligations, and you should always meet or exceed the base level of safe practices expected. Use common sense at all times with respect to safety, and diligently observe all policies and procedures which we may establish from time to time for the safe use of our facilities.

These include, but are not limited to, policies and procedures relating to securely locking up our facilities, appropriate shop clothing and protective gear, techniques for safe equipment use, material-specific precautions for equipment and machine tool lockouts. If you have any questions regarding our safety policies or the safe use of our facilities, contact the operations manager or a Shop Lead immediately. Maintain a clean and clutter free workspace, dispose of all waste and return all tools to their dedicated storage location when finished with work.

No volatile organic compounds (VOC) are allowed at the CMS. If you are asked by a member of the staff or volunteer Shop Lead to stop using a noxious or potentially harmful substance you must comply immediately. Failure to do so will result in disciplinary proceeding which could result in the termination of this agreement. In all cases, you are encouraged to seek out alternatives to the use of VOC's including hardware and other materials.

Equipment Safety & Use: Safety glasses are required to be worn at all times while in the Metal and Wood Shops and while using all equipment and tools anywhere in the Facility. Do not use any tools, equipment or machinery if you are not trained, certified and comfortable with that piece of equipment. The operation of tools, equipment and machinery is at your own risk. If you have any questions about how to use our equipment, always ask for help from a volunteer, Shop Lead, member or staff. Certification is required prior to use of any tools, equipment or machinery. Report any malfunctioning equipment to TSMS staff immediately and do not use any equipment that is not functioning properly. Equipment may not be removed from TSMS property. Do not use any piece of equipment tagged "Out Of Service (OOS)". All tools shall be returned to their proper location after use.

In Case of Emergency: First aid kits, fire extinguishers and eye wash stations are found throughout the Claremont MakerSpace, familiarize yourself with their location. If an injury occurs, notify TSMS staff or a volunteer immediately. An Accident Report must be completed within 24 hours and filed with the Front Desk, or can be filed the Members Only section of our website at ClaremontMakerSpace.org. Accident reports are located in the volunteer binder at the front desk as well as behind the certification list in each shop area. In the event of an emergency or for immediate medical attention call 911.

Shared Safety: Please stay on the lookout for unsafe behavior and approach and offer feedback to fellow members if you believe they are working unsafely. Please notify staff or Shop Lead immediately if you believe any piece of equipment or infrastructure to be unsafe. All members must comply immediately with instructions given by staff and volunteer Shop Leads. Failure to comply may result in disciplinary procedures and could result in termination of the membership agreement.

Courtesy of Individual Spaces: If you are a studio member, please keep your space orderly. We understand that invention can sometimes be a messy process, but if a TSMS staff member asks you to clean your space, please comply with the request. Do not enter any other member's studio space without that member's explicit permission.

Courtesy of Shared Spaces: Keep noise levels to a respectful minimum for the comfort and enjoyment of those in the immediate area. No loud music, tool use or other noise will be permitted in the facility's shared areas without the explicit permissions of the members around you. No fumes or flames are permitted in unventilated areas. Please restore the Claremont MakerSpace's shared work spaces to be as clean as when you found them – or cleaner. Please respect and do not interrupt any official TSMS activities or classes in the shared spaces.

Shop Access: Access to shops is restricted to those Members who have been trained and certified to use equipment contained within. Shop access may be revoked if Member fails to abide by safety and operating procedures or misuses any equipment.

Access and Identification Cards: Members will be issued an identification and access card which can be used to enter the Facility and individual shops. Member shall notify the Front Desk immediately if either is lost, misplaced or otherwise out of their control. Member shall not give their Access or Identification card to anyone else.

Lost or Stolen Items: TSMS is not responsible for any lost or stolen items.

No Discrimination: TSMS does not discriminate because of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, or veteran status and seeks at all times to promote an inclusive and respectful community. In the interests of safety and legal compliance, TSMS may restrict membership access or privileges to minors under the age of 18, and may restrict access to certain fundraising or private events

where alcohol is served to individuals aged 21 or over, in order to comply with applicable laws. TSMS requests that members behave respectfully, courteously, and professionally to fellow members. No discrimination, harassment, or hate speech shall be tolerated.

Drug & Alcohol Use; Illegal Activity: The Claremont MakerSpace is a non-smoking facility. The use of tobacco products including e-cigarettes is strictly prohibited at the Claremont MakerSpace. The use of drugs, alcohol or any other substances impairing your ability to use any of TSMS's equipment is expressly forbidden. All illegal activity is strictly prohibited. The use of drugs or alcohol or participation in illegal activity is grounds for immediate removal from the premises.

Drugs or alcohol may not be brought into the facility. Drugs or alcohol may not be stored in the refrigerator, cabinets or any other place at the Claremont MakerSpace.

We may occasionally allow events to be hosted at our facility where alcohol is served. In the event that a private event or meeting is held, such as a fundraiser, where alcoholic beverages may be present, the Claremont Makerspace reserves the right to denote that attendance at the event will be restricted to those with valid identification proving that they are over 21 years of age. Furthermore, in the case where an event such as this is held, we reserve the right to limit or restrict use of some or all equipment on site for the duration of the event and a reasonable period afterwards.

Internet Service and CMS Network: As a convenience, CMS makes wired, and wireless Internet Connectivity available to our members. CMS may provide computing resources and networking services to our members. Internet and computing services are provided on an as-is and as-available basis and we specifically disclaim any representations or warranties, express or implied, including, without limitation, any representations or warranties of merchantability or fitness for a particular purpose. CMS is not responsible for loss or corruption of any data stored on CMS computing resources. CMS does not provide data backup services, you are responsible for backing up your own data. You are responsible for your actions on the network and systems you access through the Internet Service which CMS makes available. Your access may be suspended or restricted at any time and for any reason without advance notice. If you act recklessly or irresponsibly in using your Internet or computing services or your actions endanger any person or the integrity or security of our network, systems or equipment, TSMS may, in addition to all other remedies, permanently ban your access. You shall not use Internet Service for any unlawful purposes. You shall not use Internet Service originate bulk unsolicited email (spam). Excessive Internet or computing services use may result in rate limiting (throttling) or in some instances, suspension of access.

Intellectual Property: TSMS does not provide any privacy of intellectual property or confidential and proprietary information and does not offer protection for any intellectual property or confidential and proprietary information developed through the use of our facilities or equipment. TSMS makes no claim to intellectual property developed through the use of our facility or the

facilities of our affiliates. It is your own responsibility to protect (or share) ideas, confidential and proprietary information and intellectual property as you see fit.

Community: TSMS seeks to maintain an active community, as this best serves our members. We invite you to make full use of your membership opportunities. Please note, however, that if you do not regularly visit our facilities, we reserve the right to terminate your membership and/or use of studio or storage space.

Start-Ups: TSMS is an incubator and a place for experimentation. We are here as a nonprofit resource for inventors, creators, artists and makers throughout the community. We would be absolutely thrilled to serve as the home base for the very early stages of your start-up, but once you can afford to rent some commercial space, we reserve the right to bid you farewell, good luck, and welcome and encourage your ongoing involvement with TSMS, and please consider teaching a class at TSMS!

Guests: Members may not bring guests to the Claremont MakerSpace. Anyone desiring to make use of our shared spaces must become a member of the Claremont MakerSpace or else must be either a day-pass purchaser or attending a class or activity authorized by the Claremont MakerSpace. We would love to have you tell your friends about the Claremont MakerSpace and we invite them to become members. Tours of the Claremont MakerSpace may be arranged with the Front Desk.

Publicity: By making use of our facilities, you agree that TSMS has the unrestricted right to publish images of our members and projects ongoing at our facilities, both in print and digitally.

Termination: As set forth in our *Membership Agreement*, TSMS reserves the right to terminate memberships at will.

Contact Information and Emergency Contact: For your safety, you must notify TSMS of any changes to your contact information, including your emergency contact person and that person's contact information. As a condition to your access to TSMS's facilities, you agree to keep your contact information (including emergency contact information) current at all times.

All minors under the age of 18 must have their consent and liability waiver forms signed by themselves as well as a Parent or Legal Guardian. Minors will only be accepted at the sole discretion of the Claremont Makerspace, which may be conditioned, restricted or rejected for any reason.

Minors under the age of 16:

- Unless otherwise specified, Minors under the age of 16¹ are not eligible for independent membership to the Claremont Makerspace. Minors under the age of 16 may participate in certain activities of the Claremont Makerspace, provided that all of the requirements herein are met. Minors who have not been specially approved for independent membership must participate through either the purchase of a day pass limiting them to approved activities or through the purchase of a class tuition limiting them to class activities.
- Minors age 16 and under must be *Supervised Closely* by a Parent, Legal Guardian, or fully insured School Affiliated Instructor or a (“Their Adult”) at all times. *Supervised Closely* means that they must be within visual range of Their Adult in all locations at the Claremont MakerSpace, and must be within immediate reach when in shops or near dangerous tools. Their Adult must be a current member of the Claremont MakerSpace.
- Parents / Legal Guardians are responsible for their children and their actions at all times while at the Claremont MakerSpace and while participating in Claremont MakerSpace activities and programs. Both the Minor and Their Adult will be required to sign membership agreements and complete waivers of liability to the Claremont Makerspace.
 - Minors under the age of 16¹ will not be issued an independent access card to the Claremont MakerSpace and will only be allowed access to the MakerSpace and Shops when accompanied by Their Adult and while participating in an approved activity, class or while holding an active day pass.
 - CMS may offer classes and activities that may be made available to Minors under the age of 18. Some of these may require a qualified reference letter from a non-family member in order for a non-member Minor to attend.
 - No one may operate any machine, tool or equipment at the CMS until they have been trained and certified to operate it. Minors under the age of 16¹ shall not operate any machine, tool or equipment under any circumstances, including with Their Adult, that they themselves are not trained on and certified to operate.

Minors age 16¹ years and older may apply for Membership to the Claremont MakerSpace. Application for membership must include (in addition to all standard membership forms and waivers) a consent form as well as liability waiver signed by both the Minor and their Parent or

¹ Minors age 15 years of age or older may apply for special consideration for independent membership to the Claremont MakerSpace. Application for consideration will require three references, including at least one from a current teacher or instructor. Applications will be reviewed on an individual case basis and conditional membership may be granted under certain circumstances. Upon acceptance, said Minor shall be granted the same access as a 16 year old member.

Legal Guardian. Application for consideration will require a minimum of one qualified reference letter from a non-family member.

- Minors age 16¹ years and older will be issued access cards for the Claremont MakerSpace and will be granted access to shops and tools for which they are trained on and certified to operate.
- There are certain pieces of equipment that may not be available for use by minors under the age of 18.
- There are certain pieces of equipment which may not be operated without an adult who is qualified to operate present.
- There are certain shop areas that may not be available for use by minors under the age of 18 unless an adult is present.
- Certain classes may not be available to minors under the age of 18.

Minors under the age of 21. In the event that a private event or meeting is held, such as a fundraiser, where alcoholic beverages may be present, the Claremont Makerspace reserves the right to denote that attendance at the event will be restricted to those with valid identification proving that they are over 21 years of age.

___ I affirm that I am at least 18 years of age and mentally competent to sign this Agreement.

___ I have read this agreement carefully and I understand and accept the obligations which it imposes upon me without reservation. I sign this agreement voluntarily and freely.

___ I understand that the use of all tobacco products including e-cigarettes is strictly prohibited at the Claremont MakerSpace.

___ I understand that the use of drugs, alcohol or any other substances impairing my ability to use any of TSMS's equipment is expressly forbidden.

___ I understand (if applicable) that i am personally responsible for my minor's safety and actions. I will closely supervise any minors that accompany me to the Claremont MakerSpace and I personally will instruct and ensure that they follow all safety instructions and signage while at the Claremont MakerSpace.

Member

**Parent or Guardian
(if under 18 Years of Age)**

Signature

Signature

Print Name

Print Name

Date

Date

Relationship to Minor

Address

City, State Zip

Phone Number

Emergency Contacts

Print Name

Print Name

Phone Number

Phone Number

Relation to Member

Relation to Member

WAIVER, RELEASE OF LIABILITY AND HOLD HARMLESS

This Release, Indemnification and Hold Harmless Agreement is executed and made effective as of the _____ day of _____ [YEAR] _____ by TwinState MakerSpaces, Inc. in favor of and for the benefit of TwinState MakerSpaces, Inc. and all of its officers, directors, employees, lenders, donors, members, guests, volunteers and all other persons or entities acting from them.

IN CONSIDERATION OF the right to enter, use, provide or perform services and/or participate in activities operated by Releasees ("Activity") and for other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Assumption of Risk.** Releasor acknowledges that its presence, use, provision or performance of services or participation in activities on or about the Claremont MakerSpace, including the use of any equipment, hardware or tools may expose Releasor to certain risks including all injuries, death, property damage, or other harm could occur to Releasor or others. Releasor is voluntarily participating in the Activity with knowledge and acceptance of the substantial risks, hazards, and other dangers involved. Releasor hereby accepts any and all risks of injury (including death) arising out of or in any way connected with the Activity, use, provision or performance of services or participation in activities on or about the Claremont MakerSpace, including the use of any equipment, hardware or tools, even if provided by the Releasees or by a third party.

2. **Release.** Releasor hereby waives, releases, and forever discharges any and all claims for direct, indirect, consequential, incidental, contractual, compensatory, tort based, punitive or any other damages or any sort arising from any cause or basis whatsoever including but not limited to personal injury, death, or property damage which Releasor and/or Releasor's children, heirs, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue as a result of participation in the Activity.

3. **Indemnification.** Releasor, to the fullest extent permitted by law, shall indemnify, defend, hold harmless, protect and defend Releasees from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of or resulting from any cause of action for any reason whatsoever including but not limited to the negligence or misconduct in connection with participation in the Activity. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, Releasor will indemnify, hold harmless and defend Releasees from any

and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against Releasees.

4. **Waiver of subrogation.** Releasor, on its own behalf and on behalf of any insurer that may provide coverage to Releasor, agrees to waive all rights of subrogation against Releasee for damages to personal property owned by Releasee, injury incurred by Releasee while present at or participating in activities run by Releasee, or any other cause of action whatsoever.

5. **Financial Responsibility.** In the event that Releasor should require medical care or treatment for illness or injury sustained as a result of participation in the Activity, Releasor agrees to be the sole party financially responsible for any costs incurred as a result of such treatment. Releasor represents that adequate health insurance is in effect to cover any injury or illness suffered or damage caused while participating in the Activity.

6. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will nevertheless be fully valid, enforceable, and unimpaired by such holding.

7. **Governing Law.** The parties hereby agree that this Agreement is governed by the laws of the United States and the State of New Hampshire. If any dispute arises concerning this Agreement, venue shall be laid exclusively in the state and federal courts of Sullivan County, New Hampshire which shall have exclusive jurisdiction over such dispute and the Parties consent to the personal jurisdiction of such courts.

8. **Rule of Construction.** Both Releasor and Twinstates Makerspaces, Inc. agree that no rule of construction requiring interpretation against the draftsman of this Agreement shall apply. The confirmed intent of this Agreement is to release the Releasees from any and all claims, known and unknown, past or future, of any cause whatsoever to the fullest extent possible.

IN WITNESS WHEREOF, The parties, by their authorized representatives, have executed this Agreement as of the Effective Date.

Releasor has had sufficient time to read this entire Agreement and acknowledges being advised to seek counsel of an attorney prior to signing and has had an opportunity to do so and has freely chosen to sign the Agreement.

BY SIGNING BELOW, RELEASOR (OR, IF PARTICIPANT IS A MINOR, PARTICIPANT'S PARENT OR LEGAL GUARDIAN) HAS READ OR REVIEWED THIS AGREEMENT AND VOLUNTARILY AGREES TO BE BOUND BY ITS TERMS.

RELEASOR (Adult):

By: _____
(Signature)

Printed Name: _____

Date: _____

PARTICIPANT (Minor):

Printed Name: _____

By: _____
(Signature of Parent/Legal Guardian)

Parent/Guardian Printed Name: _____

Relationship to Participant: _____

Date: _____

EMERGENCY CONTACT:

Contact Name: _____

Contact Phone Number: _____

TERMS APPLICABLE TO STUDIO MEMBERS

The following terms and conditions apply solely to Studio Members or prospective Studio Members:

- A studio membership is a revocable, non exclusive license to use an assigned studio space for purposes consistent with the granted license. No issuance of license shall be construed to convey a leasehold, occupancy, or property interest to the license holder.
- Upon signing this Membership Addendum, prospective Studio Members may be required to submit a damage deposit.
- All prospective Studio Members will be subject to an application review process to determine compatibility with TSMS's community goals and must complete a safety orientation before being permitted to use any studio space. TSMS will refund studio fees and the damage deposit to the prospective member of TSMS's staff ultimately determines that the prospective member will not be a good fit as a studio member.
- Under no circumstances may a Studio Member attempt to sublicense, assign or otherwise permit a third party **non-member** to occupy any TSMS studio space. If an entity member undergoes a change in control (in which more than one-half of the interest in the entity is sold or transferred to a third party), the entity member must notify TSMS and request permission to continue use of the studio space, which may be granted in TSMS's sole discretion.
- Studio Members may, with CMS approval, share their studio space with an additional CMS Member. Only one member shall be considered the Primary Studio Member licensee and the Primary Studio Member shall be responsible for paying all monthly recurring fees for the Studio. The Additional Member sharing the space shall be bound by all Terms and Conditions applicable to Studio Members. The Primary Studio Member shall be responsible for any violations by the Additional Studio Member.
- Studio Members seeking to modify the layout or function of the studio assigned for their use must obtain the written approval of the TSMS Executive Director, prior to making to such modification. As a general principle, assume that any changes that cannot be undone by the ordinary efforts of TSMS staff or volunteers using a broom, dustpan and mop in a single afternoon are changes that must be approved in advance. A studio member who modifies the layout or function of his, her or its assigned studio space in violation of this paragraph will be required to pay the costs of restoring the studio to its original condition. Notwithstanding anything to the contrary in this Membership Addendum, the phrase "modify the layout or function" is to be construed in the broadest

sense possible. **Under no circumstances whatsoever shall a studio member drill, nail or affix anything into the floor.**

- Materials in a Member's Studio that are deemed to be dangerous may be moved to a different location pending removal by Member or may be removed from the premises by TSMS.
- TSMS reserves the right to enter studio or storage space reserved for a member's use without notice and at any time and for any reason.

TERMS APPLICABLE TO STORAGE SPACE MEMBERS

The following terms and conditions apply solely to Storage Space Members:

- Storage space is used pursuant to a revocable, non-exclusive license. It is not a lease and provides no ongoing entitlements. Under no circumstances may a Storage Space Member attempt to assign or otherwise permit a third party to occupy any TSMS storage space. If an entity member undergoes a change in control (in which more than one-half of the interest in the entity is sold or transferred to a third party), the entity member must notify TSMS and request permission to continue use of the storage space, which may be granted in TSMS's sole discretion.
- Storage Space Members may not modify the layout or function of the storage space assigned for their use.
- Storage Space Members must keep their stored materials entirely within the footprint of their assigned Storage Space.
- Storage Space may only be used for storage related to the Member's activities at the Makerspace. No personal or business items may be stored. No hazardous materials may be stored. Nothing illegal may be stored.
- No materials with exposed sharp or dangerous exposed surfaces may be stored. All stored materials with potentially dangerous edges, corners, etc. shall be protected to prevent accidental exposure to a sharp or dangerous objects.
- There are a limited number of storage spaces available at the Claremont MakerSpace. As such, Storage Space may not be available and a waiting list may exist for Members wishing to license Storage Space.
- Stored materials that are deemed to be dangerous may be moved to a different location pending removal by Member or may be removed from the premises by TSMS.
- TSMS reserves the right to enter studio or storage space reserved for a member's use at any time and for any reason.

TSMS MEMBERSHIP PAYMENT

Membership Package: _____

Monthly Membership Fee: _____

Monthly Studio Fee: _____

Total Monthly Charge: _____

Paid Today: _____

Damage Deposit Paid (studio members only): _____

Member Name: _____

Member Signature: _____

TSMS Signature: _____

Date: _____

Office Use Only

Paid: [Cash / check / credit card] Reference #: _____ Date: _____