



## Wood Shop Membership Agreement & Release of Liability

### Membership Agreement

This Membership Agreement (the "Agreement") is by and between the Waterbury Area MakerSphere Cooperative, Inc., a Vermont nonprofit corporation (herein referred to as "MakerSphere"), 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 shared wood shop facilities and premises, including equipment leased or owned by MakerSphere located at 327 US Route 2, Waterbury, Vermont.

### Duration of Agreement & Termination

The term of this Agreement and Membership shall commence when:

- Member has completed, read, and signed this agreement and Waiver & Release of Liability
- And,
- Member has enrolled in the online Member Autopay system using the link provided. Membership begins on the day in which autopay enrollment has been completed and shall continue on a month-to-month basis. Payments shall be automatically processed on or about the same day each month.
  - The Member or MakerSphere may terminate this Agreement at any time with 30 days advance notice to the other party. Notwithstanding the foregoing, MakerSphere reserves the right to terminate this Agreement at any time, immediately and without notice if Member fails to comply with any provision of this Agreement, or the "**Shop Protocols & Machine Safe Operating Procedures (SOP's)**" attached hereto, as well as any additional policies and procedures that may be adopted by MakerSphere from time to time.

Upon termination of this Agreement, Member shall remove all personal possessions from the premises within 10 days of the termination of this Agreement, after which period all Member's personal possessions shall become property of MakerSphere, which may use or dispose of any such property in its sole discretion.

### Fees

Member agrees to pay the monthly fees (and any applicable storage fees) in the amount detailed in the **Membership Info** document, for the appropriate membership type, and to keep updated bank or credit card information on file for membership monthly payments. In addition, Member shall pay all reasonable third-party fees (including attorney's fees, or debt collection fees), should legal action be taken by MakerSphere for unpaid fees. Member shall also pay fees for repair of damage to MakerSphere tools due to intentional, careless, or improper usage.

### Member Obligations

**Member agrees to use the shop in accordance with the terms and conditions of this Agreement** and all attachments hereto as amended from time to time by MakerSphere. Member also agrees that Member shall follow all other rules and regulations adopted by MakerSphere for the shop, including, but not limited to, safety and equipment operation procedures.

**Member agrees to use the shop only during the hours established for their specific membership type.** A "basic" level member may not use the shop without a steward present. "Pro" members may use the shop independently only during scheduled hours. The shop schedule can be found on the MakerSphere website; [www.makerspherevt.com](http://www.makerspherevt.com). MakerSphere reserves the right to modify the shop hours for basic members if an emergency or other unavoidable circumstances should prevent a scheduled shop monitor from attending.

### Member agrees to use only authorized tools and equipment

Members may use only the machines and tools on which they have been certified by MakerSphere either through completing a certification class or having passed an assessment and approval process conducted by a member of the MakerSphere staff. Tools not included for use by any member, without special training, include lathes and the laser engraving machine. If interested in training on these, please contact MakerSphere.

Tool authorizations are relevant throughout the duration of a membership and for up to one year after terminating membership. If an individual is not a member for more than 12 consecutive months, tool certifications are deemed lapsed. Tool authorizations can also be revoked by MakerSphere staff if members do not follow proper and safe practices as listed in the shop protocols or fail to follow membership rules listed.

**Member agrees to sign in and out** of the shop for every visit (regardless of member type), by signing in and out of the logbook located at the shop entrance.

**Member agrees to help maintain the cleanliness and safety** of the shop by cleaning up after themselves, returning tools and equipment to their proper place, sweeping debris off floors and equipment and leaving the shop in good order.

**Member agrees to keep the shared spaces of the shop in a neat, clean and safe condition** and shall not store any possessions in areas of the shop accessible to all MakerSphere members unless specifically permitted by MakerSphere. Member agrees to store materials and personal items using only (optional) rented and approved storage space assigned to them. Member agrees to refrain from the accumulation of materials that cause overflow within storage space reserved for Member's use and shall remove any such materials upon the request of MakerSphere staff.

**Member agrees to take care not to cause damage** to the shop premises, including causing unreasonable or inappropriate wear on shop equipment.

**Member agrees to immediately report any and all equipment or tool issues;** damages, malfunctions, etc. to MakerSphere staff.

**Member shall not disturb** the use and enjoyment of the shop by any other member.

**Pets are not allowed** in the wood shop and premises for their own safety as well as that of other members and staff. Pets may present a distraction thus creating a potential safety issue.

**Member shall not use the shop for any unlawful or inappropriate activity** including obscenity and the unlicensed use of material protected by intellectual property laws.

**Members shall not bring alcohol onto the premises.** Alcoholic beverages are not permitted on the premises. Individuals who have consumed alcohol prior to entering the shop or are on any medications or OTC medicines of any kind which cause drowsiness or other inhibiting effects, may not operate machines.

**Guest Policy** - All guests must be accompanied by a member or staff and are required to sign in. Guests are not permitted to use any tools or equipment. Members are responsible for ensuring that their guests follow all procedures/policies, and will be held accountable for guest's actions.

Guests under age 18 are allowed when accompanied by and under the constant supervision of a parent/legal guardian. Parents/legal guardians must ensure that their under-18 guests follow all procedures and policies which include: Youth guests are not permitted to operate tools that require tool training, even with adult supervision. MakerSphere reserves the right to revoke youth access to the premises should their presence cause undue distraction, liability, or concern to others. Further, MakerSphere reserves the right to terminate an individual's membership should the guest in their care neglect any of these rules.

### **Representations & Warranties**

**Partial Invalidity** - If any one or more of the provisions of this Agreement shall 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.

**Waiver** - No delay or omission on the part of MakerSphere in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of MakerSphere, 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 MakerSphere of any payment, or of a sum less than is due, shall not be construed as a waiver of any of MakerSphere's rights unless such waiver is in writing.

**Amendments** - MakerSphere reserves the right to amend the terms of this Agreement from time to time and at its sole discretion, without the consent of Member. MakerSphere will notify Member of any amendments in writing, prior to such amendments taking effect.

**No Assignment** - Member shall not have the right to assign their rights and obligations under this Agreement to any party.

**Subordination** - This Agreement is subordinate to a lease or occupancy agreement between MakerSphere and the owner of the building in which the shop is located. In the event that MakerSphere's right to occupy the building is terminated, MakerSphere may terminate this Agreement immediately without notice. Notwithstanding the foregoing and anything in the contrary to this Agreement, nothing in this Agreement shall be construed to grant a leasehold or tenancy interest in the building to the Member.

**Entire Agreement** - This Agreement and Waiver and Release of Liability, as well as any 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.

**Governing Law** - This Agreement and the attached Membership Info and Release and Waiver of Liability, as well as any schedules and attachments, shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law.

**Intellectual Property** - Member understands and agrees that MakerSphere cannot provide protection of Member's intellectual property and undertakes no obligation to protect Member's intellectual property.

**Relationship of the Parties** - 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 either party as an 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.

I am at least 18 years of age, have read, fully understand, and agree to the terms of the MakerSphere Wood Shop Member Agreement in its entirety.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**A digital signature is legal and binding. Alternatively, this document may be downloaded, signed, scanned and emailed to [makerspherevt@gmail.com](mailto:makerspherevt@gmail.com).**

**ADDITIONAL SIGNATURE REQUIRED - CONTINUE TO NEXT PAGE for additional signature**

## Release of Liability

**THIS IS A RELEASE OF LIABILITY. YOU MUST READ AND FULLY UNDERSTAND BEFORE SIGNING.**

In consideration of and as a condition to being granted permission to enter, provide or perform services and/or participate in activities occurring on or about the premises located at 327 US Route 2, Waterbury, Vermont 05676 (the "Premises"), for myself and on behalf of my heirs, successors and assigns, I hereby acknowledge and agree that:

1. I forever accept and assume full and complete responsibility for and irrevocably waive any and all claims in connection with any risk, accident, death, injury or damage to myself or my property (including, without limitation, loss or theft of such property) occurring on or about the Premises or arising directly or indirectly from my presence, use, provision or performance of services or participation in activities on or about the Premises, including the use of any equipment, hardware or tools (the "Equipment") on the Premises, even if provided by the Releasees (as defined below) or by a third party. I further understand and agree that the Releasees assume and have no liability for loss, damage, or any kind of injury sustained by myself or my property while on or about the Premises. I therefore assume all risks associated with my presence, occupancy, use, provision or performance of services or participation in activities on or about the Premises, even if they arise from the negligence of the Releasees or any third party, and further acknowledge and accept that my use of the Equipment may involve inherent risks and I voluntarily and knowingly assume such risks.
2. I will comply with all applicable laws, rules and regulations and the stated and customary terms and conditions for my presence on the Premises and the performance or provisions of any services thereon. If I observe any hazardous condition during my presence or participation, I will immediately bring such information to the attention of a MakerSphere staff member immediately.
3. I HEREBY RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MakerSphere and its respective officers, staff, members, affiliates, agents and/or employees, other participants, and owners and lessors of the Premises (collectively, the "Releasees"), from and against any and all liabilities, claims, demands, damages, rights of action, suits or causes of action, resulting from or arising out of or in connection with my actual or intended presence, occupancy, use, provision or performance of services or participation in activities on or about the Premises and the use of any Equipment on the Premises, whether arising from the negligence of the Releasees or otherwise, expressly including all damage that I cause to equipment owned or leased by MakerSphere.

I hereby acknowledge and agree that:

I am at least 18 years of age, and

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_