

Arts & Craftsman Workshop

Membership Agreement

Arts & Craftsman Workshop LLC (A&CW), a Kansas Limited Liability Company, and the entity or person identified on the signature page of this agreement (Member), hereby agree that A&CW will provide the Member access to the shared Arts & Craftsman Workshop facilities located at 308 SW Van Buren, Topeka, Kansas as outlined in this Agreement. The Company and Member agree as follows:

Duration of Agreement & Termination. This Agreement is a Membership and shall commence on _____ . This Agreement shall automatically renew on a month-to-month basis. The Member or A&CW may terminate this Agreement any time with 15 days advance notice using the Cancellation Form.

Notwithstanding the foregoing paragraph and notice period, A&CW reserves the right to terminate access to and use of A&CW facilities at any time, immediately and without notice, if the Member fails to comply with any provision of this Agreement.

A&CW reserves the right to amend this Agreement from time-to-time and at its sole discretion. A&CW will notify the Member of any changes to said rules and regulations in writing and prior to such rule changes taking effect.

Upon the termination of this Agreement, Member shall thereafter have no further right to use A&CW facilities in any manner and Member shall make no further use of the facilities other than to remove personal items. All advance fees, if any, shall be justly prorated and returned to Member, along with any deposits, within 30 days of the termination of this agreement. Personal items must be removed from the A&CW premises within 15 days of the termination of this agreement, after which period they become property of the A&CW.

Description of Services. A&CW agrees to provide Member with secured-entry access to non-exclusive, clean, well-maintained manufacturing equipment and workshop facilities, reasonable electrical power, and wireless internet. The Member's monthly invoice details whether the Member also has exclusive access to an individual workspace and the corresponding rates for all services.

Member Obligations. Member shall only use the facilities in accordance with this Agreement. The shared facilities shall be kept in a neat, clean and attractive condition at all times. Member will not cause any damage to any part of the facilities, including unreasonable or inappropriate wear on equipment or damage to the building in which A&CW is located ("Building"). Member shall not disturb the use and enjoyment of the Services by any other Member or the use and enjoyment of the Building by any occupant of the Building. Member shall not use A&CW facilities for any inappropriate or unlawful activity including obscenity and use of material protected by intellectual property laws.

Fees. Member agrees to make payments in the amount, form and manner as detailed in the Member's monthly invoice. Failure to make monthly payments as described will result in the termination of this Agreement and revocation of Member's access to the facilities. In addition, Member shall pay all reasonable third party fees (attorney's fees and debt collection fees specifically included) and other costs incurred by A&CW in connection with any late payments or past due amounts.

Risk of Use. This Agreement contains a Waiver of Liability and Hold Harmless Agreement. Additionally Members are strongly encouraged to carry insurance that covers their personal equipment while using the A&CW facilities.

Interruption of Service. Member acknowledges that due to the imperfect nature of electronic communications, electronics and utilities, A&CW shall not be responsible for damages, direct or consequential, which may result from the failure of A&CW to furnish any of the Services. A&CW will, however, act in good faith and in a commercially reasonable manner in working to remedy any flaws in the facilities or equipment, or delays in providing access to the facilities or equipment to the Member.

Relationship of the Parties. Member is not an employee or contractor of A&CW. A&CW has no right to the work produced by Members or guests working at A&CW. Members shall maintain all copyrights, patents and any other proprietary rights related to the Member's works that are created using the facilities.

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 A&CW in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of A&CW, 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 A&CW of any payment, or of a sum less than is due, shall not be construed as a waiver of any of the Company's rights unless such waiver is in writing.

THIS AGREEMENT IS NOT A LEASE AND DOES NOT CREATE OR REFLECT ANY FORM OF TENANCY OR INTEREST IN REAL PROPERTY IN FAVOR OF THE MEMBER. This Agreement is subject and subordinate to a lease by and between A&CW and the owner of the Building. This Agreement shall terminate simultaneously with the termination of said lease. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Kansas.

Model Release for Photographic and/or Video Imagery. For valuable consideration received, I grant to Arts & Craftsman Workshop LLC the absolute and irrevocable right and unrestricted permission concerning any photograph or video taken of me or in which I may be included with others, to use, reuse, publish, and republish the images in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including on the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if he/she chooses. I

acknowledge that Arts & Craftsman Workshop LLC will not use, publish, or otherwise distribute the full name of any Arts & Craftsman Workshop member under 18 years of age. I release and discharge Arts & Craftsman Workshop LLC from any and all claims and demands that may arise out of or in connection with the use of the photograph or video, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also insure to the benefit of the heirs, legal representatives, licensees, and assigns of the Photographer, as well as the person(s) for whom he/she took the photographs. I am a legally competent adult and have the right to contract in my own name. I have read this document and fully understand its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns.

Member Code of Conduct

A&CW strives to provide a safe, productive and fun work environment for its members. We ask you to obey the Code of Conduct for working in our facility. **Failure to obey the Code of Conduct may result in your membership being terminated without notice.** We reserve the right to change the code of conduct as needed and with sufficient notice to members.

Individual Safety: Obey all posted signs and literature pertaining to safe use of our facilities. These include but are not limited to signs regarding appropriate shop clothing and protective gear, techniques for safe equipment use, material-specific precautions for equipment, and machine tool lockouts. In general use ear and eye protection, do not wear loose fitting clothing or open-toed shoes and tie back long hair in the shop area. Do not use equipment you are not comfortable with or trained to use. It is strongly recommended that you not operate heavy machinery after staffed hours without a partner in the facility; operate it individually at your own risk. Default to asking for help if uncertain.

Shared Safety: In a shared and open facility like ours, it is possible for less experienced members to operate equipment dangerously without knowing it. 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 immediately if you believe any piece of equipment or infrastructure to be broken, malfunctioning, or unsafe.

Respectful Behavior: In both in-person and electronic interactions, behave respectfully, courteously, and professionally to your fellow members. No discrimination, harassment, or hate speech shall be tolerated. Respect others' ideas and property.

Courtesy of Individual Spaces: Please keep individual work spaces relatively orderly. Do not enter any individual workspaces that are not yours without explicit permission.

Courtesy of Shared Spaces: Share space with others, without prejudice. Keep noise levels to a respectful minimum for the comfort and enjoyment of those in the immediate area. No fumes or flames are permitted in unventilated areas. Restore the shared spaces to be as clean as or cleaner than when you found them. Return all tools and supplies to the right place. Please respect and do not interrupt any official Workshop activities or classes in the shared spaces.

Guests: Non-member guests are permitted in the Workshop so long as they do not use Workshop equipment or shared areas or interfere with other members. Guests and their actions are the sole responsibility of the host member.

Tolerance of Feedback: Please be open to constructive feedback from fellow members, especially as it pertains to safe use of our equipment and disrespectful communication or behavior. Be willing to learn new skills and knowledge and be willing to share knowledge with those who are less experienced.

Presence: Be creative, enthusiastic, have fun, and allow others to do the same. Comply with all staff instructions, policies, posted signs and the Member Agreement. Members may be asked to leave for noncompliance or inappropriate behavior.

Materials. Materials can be provided by the Member or purchased from A&CW. Materials provided by the Member must be safe for use in A&CW equipment and facilities. The Member may be asked to provide a Material Safety Data Sheet (MSDS) to staff. Materials may be rejected by A&CW.

Left-Over Materials. Unwanted, usable, left-over materials may be placed in the common wood storage area. Materials in the common wood storage area are available to other members at no charge.

Risk of Loss of Materials. Members assume the risk of loss for materials used in projects or left in open areas. If materials purchased from A&CW are ruined due to misguided assistance from A&CW staff, then A&CW will generally assume responsibility and replace the material at no cost. All other risk of loss of materials will be the Member's responsibility, the Member will absorb the cost of any lost materials.

Learning. Projects in the Workshop are Do-It-Yourself (DIY). A&CW will assist with training and ideas but will not make projects for the Member.

Scheduling. Equipment is available on a first come, first served basis. Large equipment should be reserved in advance by using the online scheduling tool www.skedda.com. Equipment may be reserved for up to three hours at a time. If no other Member is scheduled, or waiting in person, for use at the end of three hours, the Member may reserve and use another three hour block.

Machine Use. Treat A&CW machines with care, as if they were your own. Use machines only as intended. Members may be responsible for repair or maintenance costs associated with misuse.

Intellectual Property. Whatever a Member creates in the Workshop belongs to the Member. Members agree to be photographed with their creations and understand that photographs may be posted to the website or used in other marketing materials.

Hours. A&CW is a 24/7 facility for Members. Staff are generally on site Tuesday through Saturday 10:00 am to 7:00 pm.

Food and Drink. Keep food and drink out of the shop area. Dispose of all food trash in the kitchen trash, not in shop trash cans. Clean the kitchen after use.

Production Use. Production use is the making of multiple copies of an item or product for sale or donation. Production use may be limited or subject to additional fees for machine use at the discretion of A&CW.

Waiver of Liability and Hold Harmless Agreement

Notice: Read this document carefully before signing. It is a waiver of rights and an acknowledgement of your understanding of the rules and regulations for use of Arts & Craftsman Workshop. It is a legally binding document.

1. In consideration for receiving services, material and permission to use Arts & Craftsman Workshop, related contents, and equipment, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, Arts & Craftsman Workshop LLC, their members or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such use, or while in, on or upon the premises where the facility use is occurring.
2. I am fully aware of the unusual risks involved and hazards connected with any kind of use of Arts & Craftsman Workshop, especially the operation of machine tools and related metalworking, woodworking, and small electronics activity, and I hereby elect to voluntarily participate in such activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Kansas.
5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement and the attached Rules of Use for Arts & Craftsman Workshop, understand both and sign this release voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement and Rules of Use, have been made; I am at least eighteen (18) years of age and fully competent.

Signature Page

I HEREBY ATTEST THAT I HAVE READ THE ABOVE DOCUMENTS, AND BY SIGNING THIS SIGNATURE PAGE AGREE TO ADHERE TO THE PROVISIONS IN AND OF:

- Arts & Craftsman Workshop Membership Agreement
- Member Code of Conduct
- Waiver of Liability and Hold Harmless Agreement

I ACKNOWLEDGE THAT, IN EXTREME CASES, NONCOMPLIANCE WITH THE POLICIES STATED IN THE AFOREMENTIONED DOCUMENTS MAY RESULT IN THE TERMINATION OF MY MEMBERSHIP WITHOUT REFUND, AND THAT I MAY NOT BE ALLOWED TO RETURN.

Individual Membership:

Member Name (Print)

Member Signature and Date

Emergency Contact Name and Phone Number

Household Membership:

Two adults and up to four minor children living in the same household and named below. Adult signatures are made on behalf of both the Adult Member and as Guardian for the children listed. Minor children must be accompanied by an adult member during all Workshop visits.

Adult Member Name (Print)

Adult Member Signature

Adult Member Name (Print)

Adult Member Signature

Minor Child Name (Print)

Minor Child Name (Print)

Minor Child Name (Print)

Minor Child Name (Print)

Primary Emergency Contact Name and Phone Number

Secondary Emergency Contact Name and Phone Number