

## **MEMBERSHIP AND WORKSHOP PARTICIPATION AGREEMENT**

*Please read and give your consent to all rules, policies, and procedures set forth by the Maker's Edge makerspace by providing your signature on the last page. This Membership Agreement ("Agreement") is entered into by and between Maker's Edge makerspace, and the undersigned member on the date this agreement is signed by.*

### **1. MEMBERSHIP PACKAGE**

Member has agreed to pay the amount(s) indicated under MEMBERSHIP & DUES SCHEDULE attached as an addendum to this agreement and made a part hereof in exchange for the membership benefits listed and Maker's Edge makerspace agrees to provide such benefits to Member.

### **2. RIGHTS OF PUBLICITY AND CONSENT TO RECEIVE EMAILS**

Member hereby grants to Maker's Edge makerspace the right to photograph and videotape Member and Member's materials and art and to use, copy, modify, publish and distribute such photographs and videotapes taken in the Maker's Edge makerspace facility and any derivatives thereof, in any and all formats, currently known or unknown. Member also hereby releases, discharges, and agrees to hold harmless Maker's Edge makerspace and its owners, agents, landlord, officers, and employees from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof.

### **3. CANCELLATION POLICY + TERMS**

The term of this agreement begins on the Effective Date and will continue on a recurring basis as described in the MEMBERSHIP & DUES SCHEDULE (attached)

All Membership cancellations must be received by email to [info@makersedge.com](mailto:info@makersedge.com) at least 5 days prior to desired final membership bill date, at which point the member's last month of membership will begin.

### **4. IMMEDIATE TERMINATION**

Maker's Edge makerspace may immediately terminate the rights granted to Member herein if Member violates shop rules, is in breach of one or more of its obligations which breach it fails to cure within seven (7) days of receipt of a written notice specifying the nature of the breach, or if Member's conduct, or that of someone at the facility with Members' permission or invitation, interferes with use of the facility by other members or results in damage, injury or threat to Maker's Edge makerspace or its staff or members. If Maker's Edge makerspace terminates Member's rights for any of these reasons it shall not be required to refund any fees.

### **5. COMPLIANCE WITH THE LAW**

Member agrees to comply with all relevant laws and regulations in its use of the Maker's Edge makerspace facilities and agrees not to interfere with the use of the facility by Maker's Edge makerspace or by others, cause any nuisance or annoyance, cause an increase in Maker's Edge makerspace's insurance premiums or cause loss or damage to Maker's Edge makerspace (including, but not limited to, damage to reputation), its landlord or any other member or user of the Maker's Edge makerspace facility or their property. Member acknowledges that (a) the terms of the foregoing sentence are a material inducement in Maker's Edge makerspace's execution of this agreement and (b) any violation by Member of the foregoing sentence shall constitute a material default by Member hereunder, entitling Maker's Edge makerspace to terminate this agreement, without further notice.

## **6. WARRANTY DISCLAIMER**

The facility, tools, materials, equipment and all services associated with this membership and any workshops are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied. Maker’s Edge makerspace disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.

## **7. LIMITATION OF LIABILITY & WAIVER**

Member has read, understood, agreed to, and signed a Limitation of Liability Waiver which will be provided at the time of Membership Agreement, use of facilities, and/or at attendance of workshop provided by the Maker’s Edge makerspace. No member or non-member is permitted to use the facilities, tools, or machinery for any reason without the acceptance and signing of this Waiver.

## **8. POLICIES AND SAFETY PROCEDURES**

Member has read, understood, and agreed to the policies and safety procedures of the Maker’s Edge makerspace which will be provided at the time of Membership Agreement, use of facilities, and/or at attendance of workshop provided by the Maker’s Edge makerspace. No member or non-member is permitted to use the facilities, tools, or machinery for any reason without the acceptance of these policies and procedures.

## **9. ASSIGNMENT**

This Agreement and the rights and obligations hereunder may not be assigned, delegated or transferred by either party without the prior written consent of the other party. Any such attempt shall be void.

## **10. WAIVER**

None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of such party. Further, the waiver by either party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.

## **11. CHOICE OF LAW; RESOLUTION OF DISPUTES**

This Agreement shall be governed by the law and statutes of the state of Texas, USA. The sole and exclusive venue for litigation of disputes shall be the state of federal courts located in McLennan county, Texas. The losing party shall pay the prevailing party’s costs associated with such dispute, including without limitation, the award of attorneys’ fees.

## **12. SEVERABILITY**

If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

## **13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, superseding any and all other previous and contemporaneous agreements, understanding, proposals, conditions, warranties, representations or statements, oral or written, with regard to the subject matter hereof. Any previous agreements between the parties pertaining to the subject matter of this Agreement are hereby expressly canceled and terminated.

# MEMBERSHIP DUES & SCHEDULE

Please print and sign to confirm that you have read, understood, and agree to the Maker's Edge terms of membership, rules, and safety procedures.

## MEMBERSHIP TYPE:

- Student Rate \$60 +Tax/month
- Hobbyist \$80 +Tax/month
- Daytime Hobbyist \$80 +Tax/month
- Unlimited Open Shop \$125 +Tax/month

## HOUSEHOLD ADD-ONS:

- Age 18+ Hobbyist \$20 +Tax/month
- Youth \$10 +Tax/month

## JOINER FEE:

- \$10 Student Rate
- \$40 Standard Rate
- \$0.00 pay in full upfront.

## SCHEDULE:

- Auto-Payment Monthly
- Semester Upfront, four months
- 6 Month Upfront, 12% OFF
- 1 Year Upfront, 10% Off

## ALL MEMBERSHIPS ARE AUTO-RENEW.

Your membership will auto-renew after the term selected. All membership cancellations must be received by email to [info@makersedge.com](mailto:info@makersedge.com) at least 5 days prior to desired final membership bill date, at which point the member's last month of membership will begin. If more than 10 days late on payment a surcharge of \$10.00 will occur for each late payment. If there is an unpaid balance Maker's Edge reserves the right to suspend your membership until balance is paid.

# MEMBER AGREEMENT

By signing this agreement member agrees to comply with Maker's Edge Terms & Conditions, Rules, Policies, and Safety Procedures, which Member acknowledges to have received partly as separate documents. Maker's Edge reserves the right to update and modify such terms and conditions and rules and Member agrees to review and be familiar with the most recent rules before each use of the facility.

\$\_\_\_\_\_ IS DUE THE \_\_\_\_\_ TODAY / EACH / EVERY \_\_\_\_\_. YOUR MEMBERSHIP WILL  
MONTHLY AUTO-RENEW \_\_\_\_\_ FROM NOW.  
SIGNED ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

## MINORS UNDER 18

\_\_\_\_\_  
Guardian's Printed Name

\_\_\_\_\_  
Guardian's Signature

\_\_\_\_\_  
Date