

THE MINT: RUTLAND'S MAKERSPACE

MEMBERSHIP AGREEMENT

The terms set forth in this agreement express The MINT: Rutland's Makerspace and the 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 Rutland Makers, Inc., a Vermont nonprofit corporation doing business as The MINT: Rutland's Makerspace (herein referred to as "The MINT", "MINT" or "Company"), 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 MINT fabrication facilities, including equipment leased or owned by The MINT, located at 112 Quality Lane, Rutland VT (the "Facilities"). The Company and Member agree as follows:

- 1. Duration of Agreement & Termination:** The initial term of this Agreement shall commence on _____ and shall continue on a month to month basis. The Member or the Company may terminate this Agreement any time with 30 days advance notice. Notwithstanding the foregoing, the Company 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, 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 the Company from time to time. Upon termination of this Agreement, Member shall remove his, her or its personal possessions from the Facilities within 10 days of the termination of this Agreement, after which period they shall become property of The MINT. The MINT may use or dispose of any such property in its sole discretion.
- 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 his, her or its possessions in areas of the Facilities accessible to all MINT Members overnight or reserved for use by any other MINT members, unless otherwise permitted by The MINT. 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 MINT employee or representative.
 - c. Member will not cause any damage to any of the Facilities, including unreasonable or inappropriate wear on The MINT's equipment, or to the building in which The MINT is located (the "Building"). Member shall not disturb the use and enjoyment of the Facilities by any other member of The MINT 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 respect the physical security of other members' possessions, materials, and space.
 - e. Member acknowledges and agrees to be bound and comply with the terms and conditions of the General Policies and Procedures, Membership Addendum and the Waiver and Release of Liability.
3. **Relationship of the Parties:** Member is not an employee, tenant or contractor of The MINT. 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 his, her or its 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. **Privacy:** Member shall have no expectation of privacy in the Facilities. Facilities are monitored at all times by recorded video. Member shall have no expectation of privacy on MINT computer equipment, computer networks or while using the MINT Internet connection.
 6. **Fees:** Member agrees to pay the monthly, or yearly, fees in the amount, form and manner detailed in the Membership Addendum (the "Fees"). Late fees, in the amount of 5% of the monthly fees due, will be charged 5 days after the payment due date. As The MINT has the right to terminate your membership at any time, your membership may be terminated if your membership fees remain unpaid for more than 15 days after the due date. In addition, Member shall pay all reasonable third party fees (attorney's fees, debt collection fee, fees for repair of damage to The MINT tools due to excessive or improper usage specifically included) and other costs incurred by The MINT in connection with any late payments or past due amounts.
 7. **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.
 8. **Waiver:** No delay or omission on the part of The MINT in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of The MINT, 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 The MINT of any payment, or of a sum less than is due, shall not be construed as a waiver of any of The MINT's rights unless such waiver is in writing.
 9. **Amendments:** The MINT reserves the right to amend the terms of this Agreement from time to time and at its sole discretion, without the consent of Member. The MINT will notify Member of any amendments in writing, prior to such amendments taking effect.

10. 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.

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

12. Subordination: This Agreement is subordinate to a lease or occupancy agreement between The MINT and the owner of the Building in which the Facilities are located. In the event that The MINT's right to occupy the Building is terminated, The MINT 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.

13. 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.

14. 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 Vermont, without giving effect to principles of conflict of laws that would require the application of any other law.

Print Member Name: _____

Member Signature: _____

Date Signed: _____

FOR PARTICIPANTS UNDER AGE 18

Print Parent / Guardian Name: _____

Parent / Guardian Signature: _____

Date Signed: _____

Minor Birth Month _____ Minor Birth Year _____