

# MAKE SANTA FE MEMBERSHIP AGREEMENT

This Membership Agreement (the "Agreement") is by and between MAKE Santa Fe (herein referred to as THE "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 MAKE Santa Fe fabrication facilities, including equipment leased or owned by the Company located at 1352 Rufina Circle, Santa Fe, NM 87507 (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," 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 Company. MAKE Santa Fe 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 reimburse MAKE Santa Fe for any excessive electricity usage that is disproportionate to reasonable use of the Facilities.
- c) 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 Members overnight or reserved for use by any other members, unless otherwise permitted by the Company. 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 MAKE Santa Fe employee or representative.
- d) Member will not cause any damage to any of the Facilities, including unreasonable or inappropriate wear on the equipment, or to the building in which the Facility is located (the "Building"). Member shall not disturb the use and

enjoyment of the Facilities by any other member of MAKE Santa Fe or the use and enjoyment of the Building by any occupant of the Building.

- e) Member agrees to respect the privacy and property of others, and to respect the physical security of other members' possessions, materials, and space.
- f) Member acknowledges and agrees to be bound and comply with the terms and conditions of the General Policies and Procedures and the Waiver and Release of Liability.

**3) 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.

**4) Fees:**

Member agrees to pay the monthly fees in the required amount. Late fees, in the amount of 5% of the monthly fees due, will be charged 5 days after the payment due date. As MAKE Santa Fe 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 MAKE Santa Fe tools due to excessive or improper usage specifically included) and other costs incurred by the Company in connection with any late payments or past due amounts.

**5) Relationship of the Parties:**

Member is not an employee, tenant or contractor of MAKE Santa Fe. 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.

**6) 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.

**7) Waiver:**

No delay or omission on the part of MAKE Santa Fe in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of the Company,

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 MAKE Santa Fe 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.

**8) Amendments:**

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

**9) Conflict of Provisions:**

In the event of a conflict between the provisions of this Agreement and 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.

**11) Subordination:**

This Agreement is subordinate to a sublease or occupancy agreement between MAKE Santa Fe, lessor (VCMSE Art City) and the owner of the Building (Faceless Man LLC) in which the Facilities are located. In the event that MAKE Santa Fe's right to occupy the Building is terminated, the Company 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.

**12) Entire Agreement:**

This Agreement and the *General Policies and Procedures* 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* 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 Mexico, without giving effect to principles of conflict of laws that would require the application of any other law.

## General Policies and Procedures

MAKE Santa Fe strives to provide a safe, productive and fun work environment for its members. In light of this mission, you must obey all of MAKE Santa Fe'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 of any new policies and procedures or any changes to existing ones.

**Safety Policies & Procedures:** Obey all posted signs and literature pertaining to safe use of our facilities. 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, ask a staff member immediately.

No volatile organic compounds (VOC) are allowed.

**Equipment Safety & Use:** Do not use equipment if you are not trained, certified and comfortable with that piece of equipment. The operation of machinery is at your own risk. If you have any questions about how to use our equipment, always ask for help. Certification is required for all equipment use. Report any malfunctioning equipment to MAKE Santa Fe staff immediately and do not use any equipment that is not functioning properly. Equipment may not be removed from MAKE Santa Fe property.

**In Case of Emergency:** First aid kits and fire extinguishers are found throughout the MAKE Santa Fe. If an injury occurs, notify MAKE Santa Fe staff or a volunteer immediately. An Accident Report must be completed within 24 hours. Accident reports are located in the volunteer binder at the front desk as well as in each shop area.

**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 immediately if you believe any piece of equipment or infrastructure to be unsafe.

**Courtesy of Individual Spaces:** If you are a studio member, please keep your space relatively orderly. We understand that invention can sometimes be a messy process, but if a MAKE Santa Fe 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 MAKE Santa Fe's shared work spaces to be as clean as when you found them – or cleaner. Please respect and do not interrupt any official MAKE Santa Fe activities or classes in the shared spaces.

**Lost or Stolen Items:** MAKE Santa Fe is not responsible for any lost or stolen items.

**No Discrimination:** MAKE Santa Fe 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 both in-person and electronic interactions, MAKE Santa Fe 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:** MAKE Santa Fe is a non-smoking facility. The use of drugs, alcohol or any other substances impairing your ability to use any of MAKE Santa Fe'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. We may occasionally allow events to be hosted at our facility where alcohol is served.

**Food:** Under no circumstances may food be stored in the shared spaces or in a member's studio or storage space. Any food found in the shared spaces will be discarded.

**Intellectual Property:** MAKE Santa Fe 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. MAKE Santa Fe 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:** MAKE Santa Fe 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:** MAKE Santa Fe is an incubator and a place for experimentation. We are here as a nonprofit resource for inventors 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 please consider teaching.

**Guests:** You may invite non-member guests into your reserved studio space at MAKE Santa Fe, but they are not permitted to use our equipment or interfere with our members' use of our facilities. Anyone desiring to make use of our shared spaces must become a member of MAKE Santa Fe. If you invite a guest into MAKE Santa Fe's facilities, you will be responsible for any damages or consequences arising from his or her actions. MAKE Santa Fe reserves the right to refuse entry to any guests or ask guests to leave our facilities for any reason.

**Publicity:** By making use of our facilities, you agree that MAKE Santa Fe has the unrestricted right to publish images of our members and projects on-going at our facilities, both in print and digitally.

**Termination:** As set forth in our *Membership Agreement*, MAKE Santa Fe reserves the right to terminate memberships at will. MAKE Santa Fe will reimburse any fees paid in advance on a pro-rated basis.

**Contact Information and Emergency Contact:** For your safety, you must notify MAKE Santa Fe 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 the MAKE Santa Fe's facilities, you agree to keep your contact information (including emergency contact information) current at all times.