

## Lowell Makes Membership Agreement

Lowell Makes, Inc. ("Company" or "LM"), a Massachusetts nonprofit corporation, and \_\_\_\_\_ (name), the entity or person identified on the signature page of this agreement ("Member" or "Licensee"), hereby agree that the Company will provide to the Member a license to the shared Lowell Makes fabrication facilities located at 47 Lee Street Lowell, Massachusetts and 150 Western Avenue #3, Lowell, Massachusetts. This Agreement is a Membership & License Agreement and is not a lease or any other form of tenancy agreement.

### **The Company and Member agree as follows:**

1. Duration of Agreement & Termination. This Agreement is a Membership and shall commence on \_\_\_\_\_ (date). Monthly and annual memberships shall automatically renew on a term-to-term basis.

The Member or Lowell Makes may terminate this Agreement any time with 30 days advance notice.

Notwithstanding the foregoing paragraph and notice period, Lowell Makes reserves the right to terminate access to and use of Company facilities at any time, immediately and without notice, if the Member fails to comply with any provision of this Agreement and Lowell Makes Policies and Procedures.

Lowell Makes reserves the right to amend the Policies and Procedures and Services Addendum from time-to-time and at its sole discretion. Lowell Makes will notify Member of any changes to said rules and regulations in writing and/or email and prior to such rule changes taking effect. Upon the termination of this Agreement, Member shall thereafter have no further right to use Lowell Makes facilities in any manner and Member shall make no further use of Lowell Makes 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 Lowell Makes within 15 days of the termination of this agreement, after which period they become property of Lowell Makes.

2. Description of Services. Lowell Makes agrees to provide Member with secured-entry access to non-exclusive, clean, well-maintained manufacturing equipment and workshop facilities, exclusive access to individual workspace if so detailed in the price list, reasonable electrical power, and wireless internet at Lowell Makes, and range of related services as detailed in the attached price list. Said attachments and the Member's first invoice details the specific workspace(s) to be used by the Member and the corresponding service rates.

3. Member Obligations. Member shall only use the facilities in accordance with Lowell Makes Policies and Procedures. 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 Lowell Makes , including unreasonable or inappropriate wear on equipment or damage to the building in which Lowell Makes is located ("Building"). Member shall not disturb the use and enjoyment of the Services by any other Member of the Company or the use and enjoyment of the Building by any occupant of the Building. Member shall not use Lowell Makes facilities for any inappropriate or unlawful activity and use of material protected by intellectual property laws.

4. Fees. User agrees to make payments in the amount, form and manner as described in the LM pricelist. Failure to make monthly payments as described will result in the termination of this Agreement and revocation of Member's license to use 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 the Company in connection with any late payments or past due amounts.

5. Risk of Use. Member acknowledges that he/she is using the facilities at his/her own free will and decision. Member acknowledges that Lowell Makes does not have any liability with respect to Member's access, participation in, use of the facilities, or any loss resulting from such participation or use.

Lowell Makes and its respective board members, employees, volunteers, instructors, agents, contractors and officers shall not, to the extent permitted by law, be liable for, and the Member waives all right of recovery against Lowell Makes and such individuals for any damage or claim with respect to any injury to person or damage to, or loss or destruction of, any property of Member, its contractors, employees and invitees due to any act, omission or occurrence in or about Lowell Makes or the Building. Except for the gross or willful misconduct by the Company, Member agrees to indemnify, defend, protect and hold the Company and its respective board members, employees, volunteers, instructors, agents, contractors and officers harmless from and against all claims of whatever nature arising out of Member's use of the facilities and occupancy of the Company. Members are strongly encouraged to carry insurance that covers their personal equipment while using the workspace a Lowell Makes.

6. Interruption of Service. Member acknowledges that due to the imperfect nature of electronic communications, electronics and utilities, Lowell Makes shall not be responsible for damages, direct or consequential, which may result for the failure of Lowell Makes to furnish any of the Services. The Company 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.

7. Relationship of the Parties. Member is not an employee or contractor of the Company. Lowell Makes has no right to the work produced by Members or guests working at the Company.

Members shall maintain all copyrights, patents and any other proprietary rights related to the Member's works that are created using the facilities.

8. 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.

9. Waiver. No delay or omission on the part of Lowell Makes 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 Lowell Makes 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.

10. 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 Lowell Makes 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 Commonwealth of Massachusetts.

**Lowell Makes Policies and Procedures:**

Lowell Makes strives to provide a safe, productive and fun work environment for its members. In light of this mission, we ask you to obey the following policies and procedures for working in our facility. Failure to obey these policies and procedures can make our facilities dangerous or unwelcoming to others, and such actions on your part may result in your license being terminated without notice. Please take them seriously. We reserve the right to change these policies and procedures 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. Do not use equipment you are not comfortable with or trained to use. Our strong preference is 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 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.

**Courtesy of Individual Spaces:** If you are licensing space from us, please keep your individual space relatively orderly. Do not enter any individual workspaces that are not yours without 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 open rental areas without the explicit permission of the members around you. 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. Please respect and do not interrupt any official activities or classes in the shared spaces.

**Presence:** Inactivity and lack of physical presence at our community facility can be detrimental to our mission and prevent others from using the space. Please inform us of any extended absences or extenuating circumstances that might prevent you from attending. Otherwise, we expect members to make regular use of our facilities.

**Guests:** Non-member guests are permitted in the makerspace so long as they do not use Lowell Makes 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.

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

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