

HatchSpace Member Agreement

V1.4 (10/01/21)

This membership agreement (the "agreement") is between *HatchSpace*, a program of The Hatch, Inc., a Vermont nonprofit corporation ("Company"), and _____ (name), the entity or person identified on the signature page of this agreement ("Member" or "Licensee"). This Agreement sets forth the terms and conditions governing the Member's access and use of the shared HatchSpace facilities and premises, including equipment leased or owned by HatchSpace, located at 22 High Street, Brattleboro, Vermont, 05301 (the "Facilities").

The Company and Member agree as follows:

1. Duration of Agreement & Termination. This Agreement is a Membership and shall commence on the date specified in this agreement and renew automatically on a quarterly or yearly basis. Renewal may be terminated with 30 days advance notice from the renewal date.

Notwithstanding the foregoing paragraph and notice period, HatchSpace 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 or HatchSpace Policies and Procedures. Any Member can be removed from the premises at any time by Hatchspace staff without cause.

HatchSpace reserves the right to amend the Policies and Procedures and Services Addendum from time-to-time and at its sole discretion. HatchSpace will notify 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 HatchSpace facilities in any manner and Member shall make no further use of HatchSpace other than to remove personal items. Personal items must be removed from HatchSpace within 30 days of the termination of this agreement, after which period they become property of HatchSpace, who may use or dispose of any such property in its sole discretion.

2. Description of Services. HatchSpace 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 at HatchSpace, and a range of related services as detailed in the attached Services Addendum.

3. Member Obligations. Member agrees to abide by the enclosed Code of Conduct and Policy for Operations and Safety.

4. Fees. Member agrees to make payments in the amount, form, and manner as detailed in the HatchSpace Services Addendum. Failure to make timely 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 HatchSpace in connection with any late payments or past due amounts. All Fees must be paid according to the following terms: Fees are due upon receipt of billing notification. Billing occurs quarterly from the date of sign up. Late fees, in the amount of 5% of the monthly Fees, will be charged as of 5 days after the payment due date. This Agreement may be terminated if Fees remain unpaid for more than 15 days after the due date of such Fees.

5. Member Representations and Warranties:

(a) Member accepts and assumes all responsibility for and irrevocably waives any and all claims in connection with any risk, accident, death, injury or damage to Member or Member's property (including, without limitation, loss or theft of such property) occurring on or about the Building and/or Facilities or arising directly or indirectly from the Member's presence, use, provision or performance of services or participation in activities on or about the Facilities, including the use of any equipment, hardware or tools within the Facilities, even if provided by the Releasees (as defined below) or by a third party. Member further understands and agrees that the Releasees assume and have no liability for loss, damage, or any kind of injury sustained by Member or Member's property while on or about the Facilities.

(b) Member shall comply with all applicable laws, rules, and regulations and any stated and/or customary terms and conditions for Member's presence on the Facilities and the performance or provisions of any services thereon. Member agrees that if Member observes any hazardous condition at the Facilities, Member will bring such information to the attention of an employee or officer of HatchSpace immediately.

6. Indemnification:

MEMBER HEREBY RELEASES AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS HatchSpace, its respective officers, officials, members, affiliates, agents and/or employees, other participants, and owners and lessors of the Premises (collectively, the "Releasees"), from and against any and all liabilities, claims, demands, damages, rights of action, suits or causes of action, resulting from or arising out of or in connection with Member's actual or intended presence, occupancy, use, provision, or performance of services or participation in activities on or about the Facilities and the use of any equipment on the Facilities.

7. Risk of Use. Member acknowledges that he/she is using the facilities at his/her own free will and decision. Member acknowledges that HatchSpace 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. Members are strongly encouraged to carry insurance that covers their personal equipment while using the workspace at HatchSpace. HatchSpace is not responsible for any lost or stolen items.

8. Interruption of Service. Member acknowledges that due to the imperfect nature of electronic communications, electronics, and utilities, HatchSpace shall not be responsible for damages, direct or consequential, which may result from the failure of HatchSpace 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.

9. Relationship of the Parties. Member is not an employee or contractor of HatchSpace. HatchSpace 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. Members agree not to conduct a business at HatchSpace. Elements of work done for sale can be supported at HatchSpace but only as an off-site service to business originating elsewhere.

10. 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.

11. Waiver. No delay or omission on the part of HatchSpace 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 HatchSpace 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.

12. 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 HatchSpace and the owner of 22 High Street. 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 Vermont.

13. Publicity. HatchSpace will from time to time publish photographs taken in and around the facility for promotional and fundraising purposes. Member gives permission to HatchSpace to use these images without restriction. Any member wishing to withhold this permission may do so with a written request to HatchSpace.

14. Contact Information and Emergency Contact. For your safety, you must notify HatchSpace 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 HatchSpace facilities, you agree to keep your contact information (including emergency contact information) current at all times. Questions? Please contact 802-257-3935 or info@hatchspace.org.

HatchSpace Services Addendum

All memberships and any other use of the facilities at HatchSpace are subject to the HatchSpace Membership Agreement, the terms of which are incorporated herein by reference, and a copy of which is available on the HatchSpace website at www.hatchspace.org.

Memberships at HatchSpace grants access to our facilities at different posted times of the day and days of the week, subject to sign-up restrictions where applicable. Payment Terms, Cancellations and Refunds

- Payment for membership and space are due on or before your billing date.
- Incoming payments may be applied to the oldest outstanding invoice if there is an outstanding balance on your account.
- All membership options are recurring by default.
- 30 days notice is required to terminate membership and/or space license renewals.
- All membership purchases are final. Refunds are not offered for non or partial usage of services.
- If a membership billing error has occurred, please notify staff in person or by emailing info@hatchspace.org.

Membership and Shop Class fees cover, but are not limited to the following consumable materials:

COVERED CONSUMABLES

- *Sandpaper/disks/belts for power hand tools*
- *Glue*
- *Sample Finishes*
- *Some Fasteners (screws, dominos, biscuits, dowels, plugs, etc)*
- *Disposable face masks*
- *Other supplies at member request*

Membership and Shop Class fees DO NOT cover the following:

ADDITIONAL FEES FOR:

- *Custom or large quantity fasteners*
- *Lumber and sheet goods*
- *Lockers*
- *Project Storage*
- *Cemco wide belt sander time and belts*
- *SawStop bolt and blade replacement*
- *Wood Finishes*

CLASS FEES

- *Courses offered at HatchSpace will be available to the public. Members may receive a discount on some classes as well as early enrollment.*

HatchSpace Services Addendum -continued-

In addition to well-maintained manufacturing equipment and workshop facilities, reasonable electrical power, and wireless internet HatchSpace will provide:

- Quality hand and power tools in good repair
- Blades and bits for the above
- Marking and measuring devices
- Safety Glasses
- Ear coverings and plugs
- Wash sink
- Member area with library, refrigerator and microwave
- Discussions and Tip Swaps
- Guidance when requested
- Encouragement always

Members are not required, but are encouraged to own and maintain their own personal tools, such as:

- Pencils, tape measure, and rulers
- Combination square
- Screwdrivers
- Chisels
- Hammer
- Small block plane
- Japanese saw
- Awl
- Drill bits
- Utility knife
- Pliers

By signing electronically, I agree to abide by the terms and conditions governing my access and use of the shared HatchSpace facilities and premises, including equipment leased or owned by HatchSpace.