Member Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Key City Creative MakerSpace Membership Agreement**

 This Membership Agreement (“Agreement”) is entered into by and between Key City Creative Center, LLC, an Iowa limited liability company, 1781 White Street, Dubuque, Iowa 52001, and the undersigned member on the date this Agreement is signed “Effective Date”.

1. **Membership Package**.    Member has agreed to pay the amount(s) indicated under MEMBERSHIP & DUES SCHEDULE as provided by Key City Creative Center, LLC in exchange for the membership benefits listed and Key City Creative Center, LLC, agrees to provide such benefits to Member. Member has agreed to pay updated membership dues, studio and storage rental fees as notified by Key City Creative Center, LLC.

 2. **Term/Payment.**  The term of this Agreement begins on the Effective Date and will continue on a recurring monthly or annual basis at the rate or rates as set forth in the MEMBERSHIP & DUES SCHEDULE.    Membership dues, studio rental and storage fees are due by the 3rd of the month. All Membership cancellations must be received by email to **KeyCityCreativeCenterBoard@gmail.com** at least 5 days prior to desired final membership bill date, at which point the member’s last month of membership will begin.    Membership is paid with auto-recurring payments, unless otherwise authorized by Key City Creative Center, LLC.    Members will be charged automatically every month (or annually if annual membership has been chosen by the Member) until cancelled by the Member as provided herein.    Key City Creative Center, LLC cannot issue refunds; cancelling membership is the responsibility of the Member.

 3. **Immediate Termination.**  Key City Creative Center, LLC, may immediately terminate the rights granted to Member herein if Member violates the Participation Facilities Policy which is adopted and incorporated into this Agreement, as may be amended from time to time 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 Key City Creative Center, LLC, or its staff or members. If Key City Creative Center, LLC, terminates Member’s rights for any of these reasons it shall not be required to refund any fees.

 4. **Compliance with the Law.**  Member agrees to comply with all relevant laws and regulations in its use of the Key City Creative Center, LLC, facilities and agrees not to interfere with the use of the facility by Key City Creative Center, LLC, or by others, cause any nuisance or annoyance, cause an increase in Key City Creative Center, LLC’s insurance premiums or cause loss or damage to Key City Creative Center, LLC, its landlord or any other member or user of the Key City Creative Center, LLC,    facility or their property. Member acknowledges that (a) the terms of the foregoing sentence are a material inducement in Key City Creative Center, LLC’s execution of this Agreement and (b) any violation by Member of the foregoing sentence shall constitute a material default by Member hereunder, entitling Key City Creative Center, LLC, to terminate this Agreement, without further notice.

 5. **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.    Key City Creative Center, LLC, disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.

 6. **Limitation of Liability & Waiver.**  Member has read, understood, agreed to, and signed a Waiver of Liability and Hold Harmless Agreement which will be provided simultaneously with this Membership Agreement prior to the use of facilities, and/or    attendance at any workshop provided by the Key City Creative Center, LLC. 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 of Liability and Hold Harmless Agreement.

 **7. Policies and Safety Procedures.**  Member has read, understood, and agreed to the policies and safety procedures of the Key City Creative Center, LLC, which will be provided simultaneously with this    Membership Agreement prior to the use of facilities, and/or   attendance at any workshop provided by the Key City Creative Center, LLC. No member or non-member is permitted to use the facilities, tools, or machinery for any reason without the acceptance of these policies and safety procedures.

 8. **Rights of Publicity.**  Member hereby grants to Key City Creative Center, LLC, 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 Key City Creative Center, LLC, facility and any derivatives thereof, in any and all formats, currently known or unknown. Member also hereby releases, discharges, and agrees to hold harmless Key City Creative Center, LLC, 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.    I hereby grant permission to the use of my and undersigned minors’ images and likenesses as recorded on audio or video tape without payment or any other consideration.    I understand that my image may be edited, copied, exhibited, published or distributed and I waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording.

 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. **Governing Law; Venue.**  This Agreement shall be construed in accordance with, and governed by, the laws of the State of Iowa as applied to contracts that are executed and performed entirely in Iowa.    The exclusive venue for any action, arbitration or other proceeding based on or arising out of this Agreement shall be Dubuque County, Iowa.

 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, understandings, 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.

 By signing this Agreement member agrees to comply with Key City Creative Center, LLC’s Participation Facility Policies, Rules, and Safety Procedures, which Member acknowledges to have received. Key City Creative Center, LLC, reserves the right to update and modify such policies and rules and Member agrees to review and be familiar with the most recent policies and rules before each use of the facility.

Print Participant Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Key City Creative Center, LLC, Membership and Participation Facility Policies**

 The following policies are in place to ensure fair access and safety for all members to our facility. Failure to abide by these policies may result in termination of your membership or in the user being held responsible for replacement cost and labor cost of damaged Key City Creative Center property.

 In order to access the Center and use our facilities, all users must first meet with the Key City Creative Center, LLC, Safety Instructor and complete an orientation in workshop and facility safety procedures. Safety orientations can be arranged by emailing KeyCityCreativeCenterBoard@gmail.com. Children under the age of 18 are not allowed to be in the facility without the prior express authorization of Key City Creative Center, LLC. All guests must be with the member/host and sign a guest waiver.

 All users of the facility are responsible for their own safety.    Key City Creative Center, LLC, will not be held liable or responsible for any injury sustained by using the Wood, Craft Room, and Metal/Auto Shop, rented studio space, or any of the facilities or equipment of Key City Creative Center, LLC.

 If at any time you notice machinery, equipment, and/or tools which are not functioning properly, stop using the malfunctioning equipment and contact a representative of Key City Creative Center. A list of cell phone numbers/email addresses is posted in several locations throughout the facility for this purpose.

 When using any of the Key City Creative Center, LLC, machines or facilities, members must return machines and facility to the state they were found in (i.e. clean, fully assembled, in good working order, etc.).

 Reclaimed wood is only to be used in shop after it has been made free of metal using a metal detector. If shop user fails to remove all metal from wood, and the metal damages Key City Creative Center, LLC, blades or machines, the user will be liable for all costs (replacement and labor) associated with fixing the blade or machine and any resulting physical injuries. Please notify Key City Creative Center, LLC of your intent to use reclaimed wood materials prior to bringing those materials into the facility. Green lumber and pressure treated lumber cannot be used on the sawstop table saw unless reviewed and approved by Key City Creative Center, LLC.

Under no circumstances can a shop user store any items in the shared space of the shop without receiving prior consent from Key City Creative Center, LLC.    Storage areas and studios are available for rent by members and will be designated by Key City Creative Center, LLC.

 All materials and projects in the shop must be labeled. Labels must include full name, phone number, and projected move date. All non- or partially-labeled projects/materials may be removed from the premises by Key City Creative Center, LLC, staff.

 Key City Creative Center, LLC, is not responsible for any damage to projects or material stored in the facility.

 All members, users of the facility, and workshop attendees are required to sign a Release of Liability Waiver before using any equipment, tools, or services in our facility.

**Expectations**

 1. Pay dues/rent on time, abide by the Membership Agreement, and contribute to the space. This includes, but is not limited to, cleaning after yourself and contributing to a positive environment.

 2. Membership is not a guarantee.    Key City Creative Center, LLC, expects that every member, user of the shop, and workshop attendee will show one another goodwill and respect. Engaging in rude, embarrassing, obnoxious, or generally nasty behavior can result in termination of your membership.

**Using the MakerSpace when Workshops are in Session**

 Equipment, machines, BizHub space, and other areas may be reserved for classes.    Check the online reservation calendar (also posted on the bulletin board) to determine availability ahead of time or contact KeyCityCreativeCenterBoard@gmail.com if you need a specific machine or work area.

 Tables and tools marked as reserved for workshops are for the exclusive use of instructors and attendees.    Please be considerate and refrain from excessively noisy work (planing, joining, grinding) during the workshop.    Classes will receive priority on using all equipment in the facility.

 If you are on a deadline with a project, please speak with the instructor and/or Key City Creative Center, LLC. We want you to finish your project and have the workshop be a success.

**Shop Rules and Conduct**

 1. Always wear appropriate safety gear (e.g. face masks, gloves, shoes, eye and ear protection) in the wood shop, metal shop, craft room and in private studios. This applies regardless if you are working on machinery or not.

 2. No member, guest, user of the workshop, or workshop attendee may use any shop equipment unless authorized to do so after successfully receiving 100% on the Key City Creative Center, LLC safety orientation course and signing a member or guest waiver.

 3. Only authorized Key City Creative Center, LLC, members are permitted in the workshops without prior permission and supervision. Keeping foot traffic to a minimum creates a safer and more comfortable working environment.

 4. Never run any materials with metal or paint through any of the woodshop machines.

 5. No wet or green wood materials of any kind may be run through any of the woodshop machines without prior approval.

 6. Replacement cost due to neglect by breaking Shop Rules will be the responsibility of the individual who caused the damage.

 7. No pets allowed in any of the workshop areas.

 8. Keep noise to a minimum.

 9. Do not attempt to oil, clean, adjust or repair any machine while it is running or plugged in. Do not perform any of these tasks unless you have the proper training and permissions to do so. Performing maintenance on moving machinery can lead to injury or death.

 10. Never open any covers, casing, or shrouds while the machine is running or plugged in.

 11. Ensure that all machine guarding is in place and functioning properly. It is your duty to inform the Key City Creative Center, LLC if the guarding is damaged or malfunctioning. Malfunctioning guarding will not properly protect you and becomes a hazard itself.

 12. Never leave machines running unattended. Others may not notice the machine is running and be injured by moving tooling.

 13. Do not try to stop the machine with your hands or body. Stopping the machine with your body can result in entanglement, dismemberment or death. Always let moving parts come to a stop under their own power.

 14. Always keep hands, hair, feet, etc. clear of all moving machinery at all times. All long hair must be tied back above shoulder height. Loose fitting clothes such as baggy sweatshirts or long sleeve shirts with loose cuffs should not be worn in the shop.

 15. Double-check that all tooling and work pieces are properly supported and clamped prior to starting the machine.

 16. Heavy or unwieldy work pieces often require special support structures or assistance from other members or shop support. Always ask for help if you are unsure if your work piece requires additional support.

 17. Remove chuck keys, wrenches and other tools from machines after making adjustments. Chuck keys left in the chuck when the machine turns on become dangerous flying objects.

 18. Ask for help when moving awkward or heavy objects. This will protect you and those around you from injury.

 19. Always deburr sharp edges of freshly cut stock. This includes the piece of stock that goes back in the stock rack. Eliminating burred edges minimizes the chances for personal injury and marring of precision machine surfaces.

 20. Never start a conversation with someone who is using machinery. Always wait for them to complete their task before talking.

 21. Never attempt to squeeze behind someone while they are using machinery. Always stop and wait for them to complete their task before passing.

 22. Work at a pace that is comfortable for you. Rushing will compromise your safety and increases the chance of damaging equipment.

 23. Listen to the machine(s) — if something does not sound right, shut it down. Often if the machine sounds abnormal to you, it likely is not operating properly. Inform Key City Creative Center, LLC if you believe the machine to be operating abnormally.

 24. If you do not know, or are unsure how to do something — ASK! Do not engage in any activity that you are not comfortable with. Trust your judgment. Check with Key City Creative Center, LLC or another member who has more experience.

 25. Every member is responsible for keeping their keys and fobs secure. Immediately report the loss of keys or fobs to any Key City Creative Center, LLC representative. This will help us maintain security and ensure that no unauthorized person is using your key/fob. There will be a $10 replacement fee for all lost or stolen keys and fobs.

 26. You are responsible for cleaning up after each project. Sweeping, wiping down machines, and cleaning off tables shows respect for other members coming in after you.

 27. Keep floors free of oil, grease or any other liquid. Members are responsible for keeping their work area clean and safe.

 28. Please clean up spilled liquids immediately to prevent slipping hazards.

 29. All materials should be stored in such a way that they cannot become tripping hazards. Return all excess material to its proper storage place.

 30. All hazardous materials and chemicals must be properly stored in the locked cabinet at all times when not in use. Prior permissions are required to use and house such materials.

 31. Stay organized - putting tools away when not in use prevents loss and also makes them available to others.

 32. Don’t waste. Place all used scrap in marked containers.

 33. All work should stop 15 minutes prior to the time you need to leave Key City Creative Center, LLC. This will provide ample time to clean and replace tools for the next member.

 34. It is recommended by Key City Creative Center, LLC to not work alone when using machinery or power tools in the facility.

 35. Burning candles and incense are not allowed. The member agrees s/he/they will not burn candles or incense in or around the property. Any property damage caused by a member’s failure to comply, including discolor of ceiling and/or walls, will be the responsibility of the member.

 36. Use of torches, soldering irons, and other tools that have a flame must be used in the metal shop area on the main floor. If a member requires the use of such tools outside of the metal shop they must obtain written permission from the KCCC Board of Directors and obtain business liability insurance which covers $1 million or greater in case of property damage.

 37. Key City Creative Center is a non-smoking facility. The use of tobacco products including e-cigarettes, cigarettes, cigars, or chewing tobacco is strictly prohibited. Smoking and vaping of any products are not allowed on any part of Key City Creative Center premises.

 38. The use of drugs, alcohol, or any other substances, legal and illegal including medical prescriptions, impairing your ability to safely use any of Key City Creative Center’s equipment is expressly forbidden. Members and guests under the influence of drugs, alcohol, or other substances are not allowed at Key City Creative Center. The use of legal and illegal drugs or alcohol or participation in illegal activity is grounds for immediate and permanent removal from the premises. Drugs or alcohol may not be brought into the facility. Drugs or alcohol may not be stored in the refrigerator, cabinets or any other place at Key City Creative Center.

 39. Assembled, operable, and loaded firearms are not allowed in Key City Creative Center. If a Key City Creative Center member wishes to repair or restore a firearm, the firearm cannot be assembled, operable, or loaded with ammunition. Ammunition is not allowed on Key City Creative Center premises. The member must receive permission from Key City Creative Center Board of Directors in order to bring components of a firearm into Key City Creative Center. Illegal modification of firearms is also prohibited at Key City Creative Center.

 **40.**Children under the age of 18 are not allowed to access the facility unless arranged in advance with Key City Creative Center, LLC. Signed guest waivers are required for guests of all ages.

**Electronics, Computing, & Networking Policy**

 You agree that when using electronic, computing, or network devices (“Services”) owned by Key City Creative Center, LLC, or connected to its network, that you will not:

 1. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

 2. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

 3. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Key City Creative Center, LLC Services.

 4. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.

 5. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.

 6. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property of another.

 7. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.

 8. Restrict or inhibit any other user from using and enjoying the Services.

 9. Violate any code of conduct or other guidelines which may be applicable for any particular Service.

 10. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.

 11. Violate any applicable laws or regulations by creating a false identity for the purpose of misleading others.

**Personal Tools, Equipment, & Materials Policy**

 Personal use tools, equipment, and materials are allowed to be brought into the Key City Creative Center facility. Personal tools must be in a safe and operational condition.

 Personal items will be allowed to be maintained in private studios, rented storage areas, and designated storage totes, but Key City Creative Center shall not be responsible for theft or damage to personal tools or items left at the facility. All personal use equipment, tools, and materials must be CLEARLY labeled with your name, phone and email address.

 Personal use tools, equipment, and/or materials may not be used by other members without the express permission of the owner.

 Any and all personal use tools, equipment, and materials must leave with the owner, unless otherwise permitted, or be secured in a private storage location.

 Key City Creative Center, LLC, is not responsible for lost or stolen tools, equipment, or materials or injury to any individual caused by the use or misuse of personal tools brought into the facility.

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR KEY CITY CREATIVE CENTER, LLC, MEMBERSHIP AND/OR WORKSHOP ATTENDANCE**

 In consideration for receiving permission to participate in the Key City Creative Center, LLC, (hereinafter referred to as Key City Creative Center and/or workshop) I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, KEY CITY CREATIVE CENTER, LLC, its members, managers, agents, or employees (hereinafter referred to as “RELEASEES”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

 I am fully aware of the unusual risks involved and hazards connected with activities and materials used in the Key City Creative Center. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

 I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE.

 It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Iowa.

 IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

 If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

Print Participant Name **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant Signature **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_