

Splat Space Member Agreement

331 W. Main Street, Suite 002 | Durham, NC 27701 | 919-704-4225

Membership Rights and Privileges

All voting members of Splat Space receive:

- 24/7 access to the space
- Use of all community tools and equipment (subject to training requirements)
- Free access to all workshops and events (minus material costs)
- Designated area to store in-progress work
- A voice and a vote in Splat Space

All non-voting (Associate Members) of Splat Space receive:

- Access to the space during open hours
- Use of all community tools and equipment (subject to training requirements)
- Free or discounted access to all workshops and events (minus material costs)
- Designated area to store in-progress work

Membership Responsibilities

To remain a member of Splat Space in good standing, members must:

- Pay monthly dues, on time and in full
- Abide by the bylaws and membership agreement, along with any future updated version of this agreement
- Attend meetings regularly and participate actively in Splat Space activities
- Be excellent to each other

Dues

Dues are \$50 per month for Full Membership or \$35 per month for students currently enrolled full time in an accredited university. Associate Membership is \$20 per month. Dues for each month must be paid by the 20th of the preceding month. For example, February dues should be paid by January 20th. Dues must be delivered to the treasurer in the form of cash or by check written out to "Splat Space." Dues can also be paid online by submitting dues payment + a \$1.50 service charge to paypal@splatspace.org. Newly elected member dues must be paid upon affirmation of membership.

Initials

Key Access

Keys provide members with 24/7 access to the space. Lost keys must be reported to an officer within 24 hours. Member keys will remain active from the initial date of membership, upon payment of first month's dues, and will remain active until a member no longer maintains active membership status. There will be a replacement fee of \$30 for lost keys. There is a refundable key deposit of \$15 per key fob. Members who no longer wish to remain active members must return their keys or deposit will not be refunded.

Initials

Physical Property

Splat Space is not responsible for the safety or well-being of member equipment that is classified as a "personal belonging." Members donating equipment to Splat Space must disclose that the equipment is a donation. Donated equipment must be logged as property and physical inventory of Splat Space in order to be protected against theft or damage under our current insurance policy. All equipment not logged as property of Splat Space will be considered, by default, a personal belonging. Equipment classified as a donation is property of Splat Space and will not be returned to the original owner. Receipts for donations will be made available upon request to any member or third party making a donation to Splat Space. Splat Space's 501(c)3 status is pending; please consult your tax advisor for more information regarding tax deductibility of donations to Splat Space.

Initials

Intellectual Property

Splat Space makes no claim to any intellectual property created by Splat Space members or created using Splat Space resources or facilities. Free or open source licensing is encouraged.

Initials

Release of Liability

In consideration for my being permitted to participate in the activities of Splat Space, I agree to the following waiver and release: ASSUMPTION OF RISK: I acknowledge that inherent risks, dangers and hazards exist when using hand tools, power tools, working with or constructing electronic circuits, soldering, welding or otherwise working with metal, using chemicals or building

materials and other related activities. Participation in these activities and the use of equipment associated with electronics, manufacturing, construction and scientific practices may result in injury, illness, death or damage to personal property. These risks and dangers may be caused by myself, other participants, by accident, acts of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to electrocution, burns, impalement, injury from slips or falls, or loss of limb.

RELEASE OF LIABILITY: The member fully assumes all risks associated with participation in events and exempts and releases Splat Space, its members, officers, agents, and directors from liability arising out of any damage, loss or injury to the participant or the participant's property while upon the premises or using any equipment of the organization or while participating in any of the activities contemplated by this agreement whether such loss, damage, or injury results from the negligence of the corporation, its members, agents, or from some other cause.

COVENANT NOT TO SUE: The participant agrees never to institute any suit or action at law otherwise against Splat Space, its members, officers, board members, agents, nor to initiate or any way assist the prosecution of any claim for damages or course of action which the member, member's heirs, executors or administrators hereafter may have by reason of injury to the person of the member or to the participant's property arising from the activities contemplated by this agreement.

THIRD PARTY INDEMNIFICATION: The member will indemnify, save and hold harmless Splat Space, its members, officers, board members, or agents from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the actions of the member while engaged in the activities contemplated by this agreement.

I hereby acknowledge that I have CAREFULLY read all of the provisions above, fully understand the terms and conditions expressed there, and do freely choose acceptance of the provisions of the foregoing paragraphs relating to assumption of risk, release of liability, covenant not to sue, and third party indemnification.

Initials

Disclaimer

Splat Space provides all services "as is", as a service, and not as a lease of real property, and disclaim all warranties and conditions, whether express, implied or statutory, including, but not limited to, merchantability, fitness for a particular purpose or use. There is also no warranty of title, quiet enjoyment or possession. The entire risk of participating in or using the Splat Space service, remains with you.

Name of new member Date

Signature of new member Date

Sponsor Signature (Two signatures from existing members required) Date

Sponsor Signature (Two signatures from existing members required) Date

