



## Cedar Valley Makers Membership & Service Agreement

Cedar Valley Makers, Inc ("CVM"), an Iowa nonprofit corporation, and \_\_\_\_\_ (First name Last name) the entity or person identified on the signature page of this agreement ("Member"), hereby agree that CVM will provide to the Member access to the shared CVM workspace, tools, equipment, and shared common area ("facilities"), in accordance with CVM Facility Access Policy, at 360 Westfield Ave., Waterloo, IA 50701. This Agreement is a Membership & Service Agreement and is not a lease or any other form of tenancy agreement. CVM and Member agree as follows:

1. **Duration of Agreement & Termination.** This Agreement is a Membership and shall commence on

\_\_\_\_\_ (mm/dd/yyyy).

This Agreement shall automatically renew on a month-to-month basis, and CVM reserves the right to terminate access to and use of CVM facilities at any time, immediately and without notice, if the Member fails to comply with any provision of this Agreement and/or CVM's Policies and Procedures.

CVM reserves the right to amend the Policies and Procedures and Services Addendum at any time and at its sole discretion and it is the Member's responsibility to be informed of, and follow, the most current version.

Upon the termination of this Agreement, Member shall thereafter have no further right to use CVM facilities in any manner and Member shall make no further use of CVM facilities 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 CVM within 15 days of the termination of this agreement, after which period they become property of CVM.

2. **Description of Services.** CVM agrees to provide Member with non-exclusive access CVM facilities which include clean workspace and well-maintained tools and equipment, in accordance with the CVM Facility Access Policy.
3. **Member Obligations.** Member shall only use the facilities in accordance with CVM Policies and Procedures. The shared facilities shall be kept in a neat, clean and orderly condition at all times. Member will not cause any damage to any part of CVM facilities, including unreasonable or inappropriate wear on equipment or damage to the building in which CVM is located ("Building"). Member shall not disturb the use and enjoyment of the Services by any other Member or the use and enjoyment of the Building by any occupant of the Building. Member shall not use CVM facilities for any inappropriate, unlawful, or dangerous activity including obscenity and use of material protected by intellectual property laws. Member shall follow general safety procedures in the workshop environment and report any unsafe behavior or equipment defect realized while using CVM facilities

4. **Fees.** Member agrees to make payments in the amount, form and manner as detailed in the Services Addendum. Failure to comply with the terms outlined in the Service Addendum will result in the termination of this Agreement and revocation of Member's access to, and use of, CVM 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 CVM in connection with any late payments, overdraft charges 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. CVM is not responsible for providing training on appropriate equipment use. By using the equipment, the member hereby acknowledges that they are completely satisfied that they are prepared to operate the piece of equipment in accordance with the tool or equipment's operating instructions and general safety guidelines, and will take notice of the tool or equipment's manufacturer's specified warnings. Member acknowledges that CVM does not have any liability with respect to Member's use of CVM facilities, or any loss resulting from such use.

CVM and its respective board members, employees, volunteers, instructors, contractors and officers ("agents") shall not be liable for, and the Member waives all right of recovery against CVM 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 CVM or the Building. Except for the gross or willful misconduct by CVM, Member agrees to indemnify, defend, protect and hold the CVM and its agents harmless from and against all claims of whatever nature arising out of Member's use of CVM facilities. Members are strongly encouraged to carry personal insurance that covers them for injury or loss while using the CVM facilities.

6. **Interruption of Service.** Member acknowledges that due to the imperfect nature of electronic communications, electronics, utilities, and facility access, CVM shall not be responsible for damages, direct or consequential, which may result in the failure of CVM to furnish any of the Services. CVM will, however, act in good faith and in a commercially reasonable manner to remedy any flaws in the facilities, or delays in providing the Member access to the facilities.

7. **Relationship of the Parties.** Member is not an employee or contractor of CVM. CVM has no right to the work produced by Members or guests working at CVM. 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 CVM in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of CVM, 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 CVM of any payment, or of a sum less than is due, shall not be construed as a waiver of any of CVM'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 between CVM and the owner of the Building. This Agreement shall terminate simultaneously with the termination of said lease.

<b>Member Name:</b>	
<b>Company:</b>	
<b>Mailing Address:</b>	
<b>City/Town:</b>	
<b>State:</b>	
<b>ZIP Code:</b>	
<b>Email Address:</b>	
<b>Phone Number:</b>	
<b>Emergency Contact:</b>	
<b>Relation:</b>	
<b>Phone Number:</b>	
<b>Email Address:</b>	
<b>Member Signature:</b>	
<b>Date:</b>	
<b>Over 18?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No (Guardian required)
<b>Guardian Signature:</b>	
<b>Date:</b>	
<b>CVM Initials:</b>	
<b>Date:</b>	