



Membership & Service Agreement v3.00

Spark Makerspace Co., is a 501 (c)(3) non-profit corporation ("Spark" or "Spark Makerspace") and _____, the entity or person identified on the signature page of this agreement ("Member" or "Licensee"), hereby agree that Spark Makerspace will provide to the Member a license to the shared Spark facilities located at 7 Union Street in New London, Connecticut. This Agreement is a Membership & License Agreement and **is not a lease or any other form of tenancy agreement**. Spark Makerspace and Member agree as follows:

1. Duration of Agreement & Termination. This Agreement is a Membership and shall commence on _____. This Agreement shall automatically renew on a month-to-month basis.

The Member or Spark may choose to terminate this Agreement at any time with 30 days notice.

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

Upon termination of this Agreement, Member shall thereafter have no further right to use Spark facilities in any manner and Member shall make no further use of Spark Makerspace without authorization other than to remove personal items. All advance fees beyond the current month, if any, shall be justly prorated and returned to Member, along with deposits, within 90 days of the termination of this agreement. Personal items must be removed from Spark Makerspace within 15 days of the termination of this agreement, after which period they become property of Spark.

2. Fees. Base fees are set by Spark Makerspace on an ongoing basis. Member agrees to pay the posted membership fee each month for the duration of this contract. Spark Makerspace shall make a reasonable effort to notify the Member 30 days before any changes to the base fee. Member shall have the opportunity to cancel this contract within the period before the new fee amount goes into effect with no penalties. After which time, Member agrees to the new fee schedule.

Any discounts or fee waivers granted by Spark Makerspace are made at Spark's sole discretion and may be altered or revoked with or without notice at any time. Except where agreed to separately in writing, Member agrees to the base fees regardless of any such concessions.

Membership fees will be billed monthly on the same day of each month as the initial sign-up date. If the sign-up date is on a day that does not occur every month, the billing date will be adjusted to the last day of the month. Member agrees to make payments on a timely basis. Failure to make these monthly payments shall result in termination or suspension 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 Spark in connection with any late payments or past due amounts. Past due amounts must be resolved before this Agreement may be reinstated or renewed.

3. THIS AGREEMENT IS NOT A LEASE AND DOES NOT CREATE OR REFLECT ANY FORM OF TENANCY OR INTEREST IN REAL PROPERTY IN FAVOR OF MEMBER. This agreement is subject and subordinate to a lease or leases by and between Spark Makerspace and the owner of the building or buildings in which Spark is located ("Premises"). This agreement shall terminate simultaneously with the termination of said lease or leases. This agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Connecticut.

4. Description of Services. Spark Makerspace agrees to provide Member with secured entry access to non-exclusive, reasonably clean, well-maintained equipment and workshop facilities, reasonable electrical power and wireless internet access during posted operating hours. No promise or implied obligation for additional services shall be considered valid or be enforceable unless conferred in writing with authorization from the Spark Makerspace Board of Directors.

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

6. Relationship of the Parties. Member is not an employee or contractor of Spark Makerspace. Spark has no right to work produced by Members or guests working at Spark Makerspace. Members shall maintain all copyrights, patents and any other proprietary rights related to the Member's works that are created using the facilities.

7. Member Obligations. Member shall only use the facilities in accordance with Spark 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 Spark Makerspace, including unreasonable or inappropriate wear on equipment or damage to the Premises. Unreasonable damage is the responsibility of the Member to correct (fix or pay to repair). Member shall not disturb the use and enjoyment of the Services by any other Member of Spark or the use and enjoyment of the Premises by any occupant of the Premises. Member shall not use Spark facilities for any inappropriate or unlawful activity including obscenity and use of material protected by intellectual property laws. Members shall not 'live' at Spark facilities at any time (sleep/eat/shower beyond one 24 hour day - temporary exceptions may be made during multi-day official events only).

8. Risk of Use. Member acknowledges that they are using the facilities at their own free will and decision. Member acknowledges that Spark 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.

Spark Makerspace and its respective board members, member leadership, employees, volunteers, instructors, agents, contractors and officers shall not, to the extent permitted by law, be liable, and the Member waives all right of recovery against Spark 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 Spark Makerspace or the Premises. Except for gross or willful misconduct by Spark Makerspace, Member agrees to indemnify, defend, protect and hold Spark and its respective board members, member leadership, 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 Spark Makerspace.

Members are strongly encouraged to carry insurance that covers their personal health, safety and equipment while using the workspace at Spark.

9. Recordings. Spark Makerspace regularly records audio and video on its Premises and at associated events for marketing or other purposes. Member agrees to allow Spark to use their image and/or voice as well as audio or video of any projects created at or brought to any area where such recordings are being made. Member agrees to release Spark Makerspace and its licensees from and waive any claims related to or arising by reason of the making and/or use of any such recordings.

10. Unlawful Consumption of Alcohol. No member under 21 may consume alcohol on Spark premises or at any Spark-affiliated event. Additionally, no member may knowingly or negligently provide alcohol to anyone under 21 on Spark premises or at any Spark-affiliated event. Member-appreciation or other social events may at times include the serving of alcohol, which in no way should be construed to imply that Spark encourages or allows unlawful consumption of alcohol. Immediate termination of membership and/or legal or criminal action may result.

11. Waiver. No delay or omission on the part of Spark in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of Spark Makerspace, 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 Spark Makerspace of any payment, or of a sum less than is due, shall not be construed as a waiver of any of Spark's rights unless such waiver is in writing.

12. Partial Invalidity. If anyone 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.

13. Acknowledgment of Spark Policies and Procedures. Spark Makerspace shall maintain an ongoing list of additional policies and procedures to promote best practices for safety, community, and comfort for all members. Spark shall make all such policies available upon request. Member agrees to abide by all such Policies and Procedures at all times while on Spark premises or at any Spark-affiliated event.

Spark Makerspace reserves the right to add, remove, or amend any Policies and Procedures and/or Services Addendums from time-to-time and at its sole discretion. New or updated policies shall be posted publicly at Spark and printed copies shall be made available upon request. Regardless of receipt or notification of new or updated policies, Member agrees to maintain awareness of and abide by all posted policies.

Member understands and agrees to all stated terms and conditions in this document.

Member Name*: _____
Driver's License / Photo ID*: _____ DOB*: _____

Company (if applicable): _____

Street Address*: _____

City/Town*: _____ State*: _____ ZIP Code*: _____

Email Address*: _____

Phone Number*: _____

Emergency Contact*: _____

Relation: _____

Phone Number*: _____

Email Address: _____

Member Signature*: _____ Date: _____
Over 18? Yes No (Guardian required)

Guardian Signature: _____ Date: _____

Spark Makerspace Signature*: _____ Date: _____

Credit Card Authorization for Recurring Payments

Credit Card Information	
Card Type:	<input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX
Cardholder Name (as shown on card):	
Card Number:	CVV:
Expiration Date (mm/yy):	
Cardholder ZIP Code (from billing address):	

I, _____, authorize Spark Makerspace to charge my credit card above for agreed upon monthly recurring membership dues and service fees. I understand that my information will be saved to file for future transactions on my account. This authorization will remain in effect until canceled.

Cardholder Signature*: _____ Date: _____

*required information