

\_\_\_\_\_ **Pronouns**  
\_\_\_\_\_ **Date**

\_\_\_\_\_ **Last Name**  
\_\_\_\_\_ **First Name**

\_\_\_\_\_ **Business Name**

\_\_\_\_\_ **Street Address** **City** **State** **Zipcode**

\_\_\_\_\_ **Phone** **Email**

\_\_\_\_\_ **Emergency Contact Name and Relationship** **Date of Birth**

\_\_\_\_\_ **Emergency Contact Phone Number**

**Agreement**

Open Works, Inc. (“Open Works”) and \_\_\_\_\_ (“Member”), enter into this Membership and license agreement (this “Agreement”) to provide to Member a non-exclusive license (“Membership”) to use the Open Works facility (the “Facility”). Member’s Membership will include access to selected workshops and/or resident member microstudio spaces (the “Microstudios”) based on the membership package and membership add-ons selected by Member below. This Agreement is a membership and license agreement and is not a lease or any other form of tenancy agreement.

Open Works and Member hereby agree as follows:

1. **Acknowledgement** Member acknowledges that they have read the provisions of this agreement and that they understand its terms and conditions and agrees to be bound by all such terms during the term of the agreement.

2. **Membership Packages** The available Shops and Membership Packages are listed on **Exhibit A** and microstudio and member storage options are listed in **Exhibit B**



**Member selects:** (please check membership level)

- All-Access Pro Membership
  - Teen Membership
  - Senior Sliding Scale Membership\*  
*(\*approved application required)*
- 

- Group Membership
- Transferable Group Membership

**Select optional Membership Add-ons:**

Microstudio

- Member Full Unit
- Member Storage Half Unit
- Member Storage Sheet Goods
- Members Storage Locker

\_\_\_\_\_ *Microstudio address(es) (up to four)*

**Exhibit A**

Membership Level	Price	Benefits
All-Access Pro Membership	\$80 per month. First month is prorated  \$70 per month for Resident Members	Access to: Wood, Metal, Digital Fabrication, Spray Booth, 3D printing, Digital Textiles, Textiles, Digital Media Lab, and Computer Classroom. Prerequisite safety classes required before access is granted to some machinery and equipment.
Teen Membership	\$40 per month. First month is prorated	Access to: Wood, Metal, Digital Fabrication, Spray Booth, 3D printing, Digital Textiles, Textiles, Digital Media Lab, and Computer

		Classroom. Teen members must complete 12 sponsored hours in each shop they want to use before unaccompanied access is granted to those shops.
Senior Sliding Scale Membership	\$40 - \$80 per month. Up to 50% discount on Pro membership. Let us know how much you can afford. Application-based program. First month is prorated.	Varies depending on selected level of membership. Prerequisite safety classes required before access is granted to some machinery and equipment. Class scholarships available for approved Senior Sliding Scale members.
Transferable Group Membership	First membership is full price. Add additional members up to 10 people.  @ \$15 per month per person. First month is prorated.  @ \$10 per month per person for Resident Members. First month is prorated.	Share a single membership between your group members. Access to: Wood, Metal, Digital Fabrication, Spray Booth, 3D printing, Electronics, Textiles, Digital Media Lab, Computer Classroom, and Spray Booth. Prerequisite safety classes required before access is granted to some machinery and equipment.

**Exhibit B**

<b>Microstudio and Storage Rental Options</b>	<b>Pricing</b>	<b>Description</b>
Microstudio	\$185 per month + \$185 microstudio deposit. First month is prorated.	49 sq. ft. workspace with its own physical address, wifi, storage locker, power supply

	Combine up to four microstudios for a larger workspace. Additional studios \$150 each per month +\$150 security deposit per studio. First month is prorated.	drop down with 4 outlets, exclusive access to reserve a state of the art conference room and optional desk/ workbench included. Spaces are modular and up to four microstudios may be combined to make a larger space.
Member Storage Full Unit	\$90 per month + \$90 security deposit. First month is prorated.  \$80 per month + \$80 security deposit for resident members. First month is prorated.	4' x 8' x 10' metal cage locker in a key card access storage room.
Member Storage Half Unit	\$50 per month + \$50 security deposit. First month is prorated.  \$40 per month for resident members + \$40 security deposit. First month is prorated.	4' x 4' x 10' metal cage locker in a key card access storage room.
Member Storage Vertical Space	\$30 per month + \$30 security deposit. First month is prorated  \$20 per month for resident members + \$20 security deposit. First month is prorated.	2' x 4' x 9.5' sheet goods storage space in a key card access storage room.
Locker	\$20 per month + \$20 security deposit. First month is prorated.	27" x 22" x 23" locker in resident member area secured personal lock.

The selected membership options will be billed monthly on the 1st of the month at a rate of \$\_\_\_\_\_ (“Membership Fee”) per month, which [  ] includes / [  ] does not include (check one) a microstudio license.

Microstudio licenses require a security deposit of \$185 per single/first microstudio and/or \$150 per second, third or fourth microstudio due upon signing of this Agreement. Member's Membership will begin on \_\_\_\_\_ [insert date], and will automatically renew on a month-to-month basis until terminated.

3. **Payment Terms** Membership fees will be billed on the 1st of each month. Member shall supply Open Works with credit card information to keep on file. The monthly membership fee will be charged to the credit card on the first day of each month or Member shall pay membership fees to Open Works in cash/check before the first day of each month. If a Member signs up in the middle of a month, the partial month's Membership Fee will be prorated by the day. If Member fails to pay its Membership Fee by the 10th day of the month, then Member's access to the Facility will be terminated until all outstanding fees are paid. Please see Open Works Non-Payment Policy in **Exhibit C**.

### **Exhibit C**

#### **Open Works Non-Payment Policy**

Our standard membership agreement provides that members enrolled in month-to-month membership agreements will be billed for membership fees and any microstudio and/or member storage space licensing fees on the 1<sup>st</sup> day of each month.

Outlined in item two of the Open Works Membership Agreement,

*"2. **Payment Terms** Membership fees will be billed on the 1st of each month. Member shall supply Open Works with credit card information to keep on file and then the monthly membership fee will be charged to the credit card on the first day of each month or Member shall pay membership fees to Open Works in cash/check before the first day of each month. If a Member signs up in the middle of a month, the partial month's Membership Fee will be pro-rated by the day. If Member fails to pay its Membership Fee by the 10th day of the month, then Member's access to the Facility will be terminated until all outstanding fees are paid."*

In the event that we are not able to collect payment for membership fees on the 1<sup>st</sup> day of the month the following steps will occur as a part of the Termination of Membership Due to Non-payment Process:

#### Month-to-Month Membership Agreements

1-7<sup>th</sup> days of the month: Open Work's membership software, Mindbody (MBO), will attempt to secure an authorization on the credit card on file in MBO through the first week of the month. This process is automated and we do not have control over when it attempts to charge the card on file. In some instances, this may trigger fees from your financial institution.

8<sup>th</sup> day of the month: If Open Works is unable to collect membership fees in the first week of the month on the 8<sup>th</sup> day membership fees will be charged to the member's membership account. Open Works will allow a two-day grace period to clear up any balance on the member's delinquent membership account or to speak with the membership manager to make a one-time per calendar year alternate payment arrangement or payment plan.

10<sup>th</sup> day of the month: At the close of business on the 10<sup>th</sup> day of the month, if no payment has been received or there have been no payment arrangements made, membership accounts will be suspended and keycard access to the facility will be revoked until member's account balance is paid in full. At this time members have five business days to remove any belongings from microstudio or member storage.

15<sup>th</sup> day of the month: Microstudio and storage space will be returned to available inventory, member belongings will be removed from the space it occupies and any property remaining after the 15<sup>th</sup> of the month will be removed and may be stored off-site for 30 days at the member's expense. There will be a property removal fee of \$100 per microstudio and \$50 per member storage space and a daily storage fee of \$2 per day from the date of non-payment. After 30 days storage Open Works will consider the member's belongings abandoned and will make arrangements to dispose of the property. All property removal fees and storage fees must be paid when the member claims their property before OW disposes of it.

4. **Termination** Members may terminate their Membership at any time by notifying Open Works by completing the **Membership Termination Request** form, at least 48 hours before the 1st of the month. During months with 31 days Membership Termination requests must be received by close of business on the 29th of the month, by the 28th of the month in months with 30 days, by the 27th of the month in months with 29 days, and by the 26th of the month in months with 28 days.

\*Please note: Member storage rentals are available only to Open Works monthly members and resident members. If you cancel your monthly membership, your member storage will be canceled also and are subject to the cancellation terms listed below.

Microstudio Rental Termination:

Termination of a Microstudio rental requires at least 14 days advance written notice. During months with 31 days Membership Termination requests must be received by close of business on the 17th of the month, by the 16th of the month in months with 30 days, by the 15th of the month in months with 29 days, and by the 14th of the month in months with 28 days.

Security Deposit refunds are issued after the 10th of the month. To receive a full refund of a security deposit member must have given a minimum of 14 days notice of membership cancellation,

removed all belongings and returned the studio to its original condition no later than the 5th of the month following termination and have no outstanding balance on their membership account.

Please return your key to the front desk and remove all personal property from the facility by the end of the month. If we have not received your key by the 5th of the month following termination of your membership, we will consider the key lost and the card on file or your membership account will be charged a \$15, non-refundable, lost key fee. Any personal property a member fails to remove from the Facility within five (5) days of termination of their Membership, will be deemed abandoned property and may be disposed of or otherwise removed, or stored at Member's sole cost and expense. In no event, shall Open Works have any obligation to return or be liable for the loss and/or destruction of any personal items abandoned by the Member.

Member Storage Rental Termination:

Member may terminate their Member Storage rental with at least 14 days advance written notice. During months with 31 days Membership Termination requests must be received by close of business on the 17th of the month, by the 16th of the month in months with 30 days, by the 15th of the month in months with 29 days, and by the 14th of the month in months with 28 days.

**5. Risk of Use/Disclaimer of Liability.** Member acknowledges that their use of the Facility is at their own free will. Member acknowledges that Open Works does not have any liability with respect to the Member's access, participation in, or use of the Facility, including the Shops and the Microstudios, or any loss resulting from such participation or use. Open Works shall not be liable for any claims, demands, injuries, damages, actions or causes of action whatsoever to person or property arising out of or in connection with the use of Facility by Member. Further, Member for themselves and on behalf of their heirs does expressly hereby forever release and discharge Open Works from all claims, demands, injuries, damages, actions or causes of action, and from all acts of active or passive negligence on the part of Open Works, its servants, agents and employees. Member for themselves and on behalf of their heirs hereby agrees to indemnify and hold harmless Open Works, its officers, other members, agents, all employees and volunteers, from any and all claims for bodily injury and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorneys' fees, and the cost of appeals arising out of any claims or suits, resulting from Member's use of the Facility unless caused by Open Works' gross negligence or willful misconduct.

**6. No Prohibited or Unlawful Use** Member acknowledges that their license to use the Facility, is conditioned on Member's acceptance of and agreement to abide by the Code of Conduct and the Rules and Regulations (**Exhibit D**). Member will not use the Facility for any purpose that is illegal or in any manner that could damage, disable, overburden or impair any of the equipment located in the Facility, including any machinery or equipment located in the Shops. Member agrees to comply with the operating instructions and rules for each Shop and all equipment at all times. Member further agrees not to interfere with the use of the Facility by others, cause any nuisance or annoyance, cause any increase in Open Works' insurance premiums, or damage,

destroy or cause any loss to any property or equipment located in the Facility, or to the property of others. Member shall be responsible for the cost of repairing any damage caused by their improper use of any tools, machinery or equipment. Open Works reserves the right to modify the rules and regulations applicable to the Facility from time to time.

7. **Warranty Disclaimer** The Facility, tools, equipment and all services provided by Open Works are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied. Open Works disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.

8. **Safety Certification** Member acknowledges that use of the Facility and the Shops requires specialized safety class/es before use and operation of the equipment in the Shops and the Shop policies, and Member agrees to complete any safety class/es that may be required by Open Works prior to any access and use of the Shops and any equipment. If Member fails to complete any required class/es, then Open Works may either terminate the Member’s Membership or restrict Member’s access to any Shop for which Member failed to complete the required certification.

9. **Materials, Supplies and Work Product** Member acknowledges that Open Works has no responsibility or liability for the theft, loss or destruction of any of Member’s materials, supplies, work product or any other personal property, and the security of these items are the Member’s sole responsibility.

10. **Interruption in Services** Member acknowledges that Open Works shall not be responsible for any damages, either direct or consequential, which may result in loss of use of the Facility, the Shops or the Microstudios, or from Open Works’ failure to furnish services. Open Works will act in a good faith and commercially reasonable manner to restore use of any equipment and/or access and use of the Facility as quickly as possible.

11. **Security** Member understands and acknowledges that Open Works may install security cameras and surveillance systems throughout the Facility, and Member specifically releases Open Works from any liability, including liability for negligence, associated with the surveillance systems, and any searches undertaken pursuant to such surveillance.

12. **Rights of Publicity** Member hereby grants to Open Works the right to photograph and videotape Member and Member’s materials, displays and creations for Open Works’ general marketing purposes, and to use, modify, publish and distribute such photographs and videotapes and any derivatives thereof, in any and all formats. Member also hereby releases, discharges and agrees to hold Open Works harmless, and its owners, agents, officers and employees from any liability by virtue of any use or publication of such photographs and videotape.



13. **Assignability** Member may not assign this Agreement. This Agreement may be assigned by Open Works. If assigned by Open Works, the new owner shall have and be entitled to exercise any and all rights and powers of Open Works hereunder.

14. **Keycard Access** Key fob is to be used only by the member to whom it is assigned. Day Pass users will be issued a key fob at each visit in exchange for an ID card. ID card will be to not to let anyone use their keys to access any key card restricted areas and shall report any lost or stolen key cards immediately.

15. **Changes in the Agreement** This is the entire Agreement covering Member's Membership. Open Works reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted and members will be notified. Notwithstanding the foregoing, any delay in enforcing any of Open Works' rights under this Agreement will not result in a waiver of any rights or remedies available to Open Works.

16. **Governing Law** The law of the State of Maryland will govern this Agreement without reference to conflicts of law. If any part of this Agreement is unenforceable, this will not make any other part unenforceable. Member has read, understands and agrees to be bound by the terms of this Agreement as of \_\_\_\_\_, 202\_\_.

I, \_\_\_\_\_, confirm that I have read and understand the outlined terms in the Open Works membership Agreement.

\_\_\_\_\_  
Member Signature

#### Exhibit D

Open Works Rules & Regulations The following rules and regulations are in place to ensure the safety of all members and their enjoyment of the Facility. Failure to abide by any of these rules and regulations may result in the immediate termination of your Membership. You may be responsible for the payment of additional fees and costs for replacement of any equipment or damaged property necessitated by your failure to comply with any of these rules and regulations. While using the Facility, the Member agrees to abide by the following rules and regulations:

General Facility Rules:

1. All members must be of at least 18 years of age, unless accompanied by a legal guardian or chaperone and a separate acknowledgement and waiver is obtained.
2. No excessive noise or nuisance is permitted. All members shall conduct activities in a manner so as to avoid disruption of other members' use and enjoyment of the Facility.
3. Members who rent a Microstudio may not share or sublet their Microstudio.
4. Members may not use a Microstudio primarily for storage. If Open Works determines, in its sole but reasonable discretion, that a Microstudio is being used primarily for storage, Open Works may terminate the member's Microstudio rental.
5. Any dangerous chemicals, aerosols, or other hazardous materials are strictly prohibited in the Facility. Spray paint, fixative, adhesive, or other aerosol use is permitted in the paint booth only. Members shall dispose of hazardous waste in designated containers and in accordance with any directions thereon.
6. Weapons, including but not limited to, firearms, knives and explosive materials of any kind, are strictly prohibited. Further, materials which could be deemed a weapon or which could threaten the life or safety of others are strictly prohibited. Any member deemed be in violation of this rule may be immediately removed from the Facility and subject to further criminal charges.
7. The Facility may not be used for any illegal purpose, or for any purpose deemed to be in violation of law.
8. Drugs and alcohol are strictly prohibited; any member deemed be in violation of this rule may be immediately removed from the Facility, and such member's membership may be terminated.
9. No animals or pets are permitted in the Facility (except as required by law).
10. Any flammable materials or gasses shall be used with due care and consideration and in accordance with appropriate instructions. Use of any flammable materials in any inappropriate manner or in a manner deemed to create a risk to any members of the Facility is strictly prohibited.
11. Members are responsible for immediately reporting loss or theft of key fobs to the Open Works' Membership Manager. A replacement fee of \$15 will be assessed to replace a key fob.
12. Members are responsible for their own safety. Any accident requiring hospitalization must be reported to management in compliance with OSHA regulations. First aid kits, emergency stop buttons, fire extinguishers, eyewash stations, and landline telephones are located throughout the facility, and Members are expected to familiarize themselves with their locations.
13. Open Works reserves the right to close at any time for any reason. In case of inclement weather, closing notice will be given by 8 a.m. on day of weather event.
14. All guests must be accompanied by a member in the non-public spaces within the Facility and no guests are allowed in the Shops. Network Rules:

Use of Open Works electronic, computing, or network devices (Network) is subject to the following limitations:

- A. Dissemination of materials or work product deemed by the Open Works to promote hate speech or which are pornographic in nature is strictly prohibited.
- B. Distribution of spam, contests, pyramid schemes, or other unsolicited messages is strictly prohibited.
- C. Defamation, abuse, stalking, harassment, or threatening of others is strictly prohibited.
- D. Uploading of files containing viruses, Trojan Horses, worms, or other similar software programs designed to damage other computers is strictly prohibited.

**Class Policies:**

1. Open Works reserves the right to change instructors, times, and locations of workshops and classes with 24 hours' notice. In case of shorter notice, due to instructor illness, inclement weather, or other emergency, enrollees will be entitled to full refunds.
2. If a class fails to meet the enrollment minimum, enrollees will be notified within 24 hours of the closing of the enrollment period.
3. Enrollees may withdraw from a workshop upon no less than 48 hours' notice for a full refund.
4. For multi-session classes, enrollees are not entitled to prorated refunds if they miss one or more sessions. Instructors are not obligated to provide any make-up instruction if a member misses a class.

**Rules For Use of Shops:**

1. All members must observe any specific Shop's rules and use the equipment in the Shops in accordance with the instructions at all times. The Shop Techs are responsible for overseeing all activities in the Shops. Everyone in a Shop must follow the directions provided by the Shop Techs.
2. Shops and classes held in the Shops are available on a first-come, first-serve basis. Registration is required in order to attend a Shop class.
3. All users and attendees of the lower floor Shops (Wood, Metal, and Digital Fabrication) are required to attend and complete a certification course for each Shop prior to accessing the Shops. Failure to complete the course to the satisfaction of Open Works may result in loss of the privilege to use the Shops.
4. No food or drinks are permitted in the Shops at any time.
5. Operating the equipment while impaired or under the influence of alcohol or drugs is strictly prohibited. Failure to abide by this rule will result in immediate removal from the Facility, and such member's membership may be terminated.
6. Eye protection, ear protection and closed toe shoes must be worn if required by any Shop's specific rules. Loose hair, jewelry, or clothing must be secured or removed.
7. All materials used in any Shop must comply with such Shop's specific rules.

- a. In the Wood Shop, no reclaimed wood containing metal, no materials containing lead or lead-based paint, or pressure treated wood are permitted in the Shops.
  - b. In the Metal Shop, no galvanized steel or magnesium is permitted to be welded.
  - c. In the 3D Printing Shop, Members may not use their own filament without express permission of the Shop Manager.
8. Members shall immediately notify the Shop Manager if any equipment requires repair or maintenance, and members shall cease use of such equipment until such repair has been made. Members are not permitted to service machines under any circumstances.
9. Any equipment and machines that are turned on and operating must be attended at all times.
10. The Shops are a common, shared space for the benefit of all Members. Projects are not permitted to be left in the Shops overnight without express permission of the Shop Manager. Shared workspace must be left clean and tools returned to storage 15 minutes before closing.
11. Members are responsible for cleaning up as they go and at the end of their time in the shop. Shop technicians will give a clean up warning at 30 and 15 minutes before closing. All members shall stop work, clean and ensure that the shop is clean and ready to go for the next day by closing time.

I, \_\_\_\_\_, have read and understood the above rules and regulations and agree to abide by these rules and regulations, and acknowledge that failure to abide by such rules may result in the termination of my license to use the Facility and liability for costs and expenses incurred by Open Works in replacing equipment and/or any damaged property.

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Member Signature