

Mojave Makers Membership Agreement – March 6, 2017 - Revision C

**Release of Liability**

I, \_\_\_\_\_, take full responsibility for my actions as a member of the Mojave Makers, including my use of The Space, property and contents. In the event of an accident or injury related to my use of The Space, property and contents, I agree to hold harmless the Mojave Makers and the owner(s) of any items located in The Space.

**Code of Conduct**

As a member of the Mojave Makers, I, \_\_\_\_\_, agree to abide by the following code of conduct.

1. While at The Space, I will treat all members and guests in a respectful manner.
2. During my time at The Space and interactions with other Members, I will respect any agreements I have made with my employer with respect to proprietary information. I will also not try to obtain proprietary information from any other member or guest.
3. I will respect the property of the Mojave Makers and its supporters, including The Space and contents.
  - 3.1 If I am unfamiliar with the proper use of tools/equipment, I will request instruction from a qualified individual or the owner.
  - 3.2 I will request approval from the owner of tools/equipment prior to making a non-reversible change or incorporating tools/equipment into a project in a permanent manner.
4. I will make sure the appropriate safety measures are taken prior to and while performing any hazardous tasks
  - 4.1 I will follow all safety rules and signs posted in The Space
  - 4.2 I will only operate heavy machine tools (mills, lathes) after receiving appropriate training and/or checkout, and with another individual present in The Space
  - 4.3 I will not operate any equipment or engage in any shop activities while under the influence of alcohol or any other intoxicant. This applies to prescription drugs as well as recreational drugs.
5. I will pay my membership dues for each month no later than the 1st of the month, as defined in the below section (Mojave Makers Months)

**Mojave Makers Months**

Months at Mojave Makers will start on the 1st of a calendar month and run to the end of that calendar month. References to Months in the remainder of the document refer to these intervals.

**Membership**

The membership fee is \$50 per month for all members, due at the beginning of each month.

All new members begin shall be probationary for 1 complete Month. At the conclusion of their initial month of membership, and after being checked out on all machines for which checkouts are required, Probationary Members may petition for Full Member status. Petitions must be signed off by a minimum of 1 Full Member and 1 Board Member who are not directly related to the Member making the petition. The probationary shall be waived if 2 Board Members sign their approval of the new Member.

#### *Hosting Agreement Requirements*

The terms of membership may be changed as part of a hosting agreement with another organization. Any additional terms of membership will be defined in an addendum to this agreement.

#### **Guests**

Full Members are generally allowed to bring a reasonable number of Guests to the space to socialize and fulfill the community building mission of Mojave Makers. Full Members may also bring guests to help with projects within reason. If guests wish to work on their own projects, use Mojave Makers tools or equipment, or participate in Mojave Makers on their own they will be expected to become members. Large events with Guests must be approved by the board in advance.

\*\*Note for the purposes of this section, the Internet at Mojave Makers is not considered a tool/equipment.

#### **Day Use Passes**

Non-members may use The Space for one day only, to be requested in advance and with the approval of at least one Full Member. Day Users shall pay \$10 for access to The Space, and at least one Full Member shall be required to accompany the Day User in The Space at all times.

#### **Termination of Membership**

##### *Automatic Termination*

Membership will be automatically terminated if dues are unpaid for 1 month after they are due.

##### *Voluntary Termination*

A member may voluntarily terminate their membership at any time.

##### *Involuntary Termination*

Membership may be involuntarily terminated at any time by a majority vote of the Board of Directors. In the event of involuntary termination, a refund will be given for future pre-paid months of membership.

Upon termination of membership, members will be provided a written notice of the date by which any personal property must be removed from The Space. Failure to remove property or property being un-claimed for a long duration (> 1 month) will result in the property being transferred to Mojave Makers.

**Reactivation of Membership**

For any memberships terminated solely due to nonpayment, the member may reactivate their membership by paying for the next month (as defined in Mojave Makers Months). No board signatures shall be required for reactivation.

**Equipment Loans**

Unclaimed equipment present in the Space for a long duration (> 1 month) is assumed to be the property of Mojave Makers. It is the responsibility of Members or property owners to tag/inventory items they wish to loan, rather than donate.

Any equipment loaned to Mojave Makers must be accompanied by a written agreement signed by an officer of Mojave Makers, naming the rightful owner and accepting full responsibility for the disposition of said equipment.

**Equipment Storage**

Due to problems with dumping unwanted and broken equipment, anyone bringing large or heavy equipment (as deemed by any officer of the Mojave Makers) into the space must pay a minimum deposit of \$50, the exact amount of which shall be agreed upon between the Member bringing in the equipment and any officer of the Mojave Makers. The deposit is refundable only upon removal of said equipment from the Space. This deposit will be in the form of cash, and kept in an envelope attached to a deposit form signed by an officer of the Mojave Makers with all other Mojave Makers files. This deposit may not be applied to membership dues or any other purpose. In specific cases where storage of equipment would place an additional burden upon the Space (e.g. exceptionally large items), the Board may charge a monthly storage fee, to be agreed upon in advance between a majority of the Board and the Member bringing the equipment.

Some other equipment may also require a deposit under similar conditions (example: nonserviceable equipment needing repairs) to be determined on a case by case basis. In case of abandoned property, this deposit will be applied to disposal or repair costs, with any remaining balance becoming the property of Mojave Makers.

**Revisions**

The Board of Directors may revise this agreement when necessary. Continued membership in Mojave Makers will be assumed to indicate consent to revised membership agreements. Members who do not consent to revisions may voluntarily terminate their memberships.

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(NOTE: Make all payments to Mojave Makers.)

Name (Print):\_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

E-Mail:\_\_\_\_\_

Cell Number: \_\_\_\_\_

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**OFFICE USE ONLY**

Approving Member #1 (Board Member):

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Approving Member #2 (Board Member or Full Member):

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

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**Revision History**

Initial Revision - 5/10/2012

Rev A - 6/10/2012 - Added notes on where to make checks out to, and space for board approvals.

REV B – 2/18/2014 – Updated terms of payment. Added section in Code of conduct regarding trying to obtain proprietary information from others. Added section on addenda for Hosting Agreement requirements. Updated terms for equipment loans and abandoned equipment.

REV C – 3/6/2017 – Updated Point 5 in the Code of Conduct to comply with the Mojave Makers month definition. Updated Mojave Makers month definition to equal a calendar month. Updated the definition of a Probationary Member, as well as the requirements for full membership. Added a provision for Day Use Members. Removed the provision for refunding prorated dues in both voluntary and involuntary termination cases. Removed references to VP Facilities and expanded scope of unclaimed equipment beyond CRT screens. Removed the exception to the unclaimed equipment rule for functional test equipment. Removed question of US citizenship status from the personal information section. Removed payment amount/date from signature section. Added provision for reactivating memberships in the event of previous nonpayment. Added provision for 2 board members to waive the probationary period.