



## MEMBERSHIP AGREEMENT

This Membership Agreement (the "Agreement") is by and between MakerSpace, a service of Mid North Coast Community College Ltd., a Community owned and operated not-for-profit, registered charity being (herein referred to as "MakerSpace"), and the individual or entity identified on the signature page of this agreement (herein referred to as "Member"). This Agreement sets forth the terms and conditions governing the Member's access and use of the shared MakerSpace facilities and premises, including equipment leased or owned by MakerSpace, located at 4 Albert Circuit, Port Macquarie, NSW 2444 (the "Facilities").

The MakerSpace and Member agree as follows:

1. Duration of Agreement & Termination. This Agreement is a Membership and shall commence on \_\_\_\_\_ (date). This Agreement shall automatically renew on a month-to-month basis.

The Member or MakerSpace may terminate this Agreement any time with 30 days advance notice.

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

MakerSpace reserves the right to amend the Policies and Procedures and Services Appendix from time-to-time and at its sole discretion. MakerSpace will notify Member of any changes to said rules and regulations in writing and prior to such rule changes taking effect.

Upon the termination of this Agreement, Member shall thereafter have no further right to use MakerSpace facilities unless MakerSpace is hosting an event open to the public.

2. Description of Services. MakerSpace agrees to provide Member with secured-entry access to non-exclusive, clean, well-maintained equipment and workshop facilities, reasonable electrical power, and wireless internet at MakerSpace, and range of related services as detailed in the attached Services Appendix.

3. Member Obligations. Member shall only use the facilities in accordance with MakerSpace 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 MakerSpace, including unreasonable or inappropriate wear on equipment or damage to the building in which MakerSpace is located ("Building"). Members 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 MakerSpace facilities for any inappropriate or unlawful activity.

4. Fees. User agrees to make payments in the amount, form and manner as detailed in the MakerSpace Services Appendix. Failure to make monthly payments as described may result in the termination of this Agreement and revocation of Member's right 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 the MakerSpace in connection with any late payments 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. Member acknowledges that MakerSpace 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.

MakerSpace and its respective board members, employees, volunteers, instructors, trainers, agents, contractors and officers shall not, to the extent permitted by law, be liable for, and the Member waives all right of recovery against MakerSpace 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 MakerSpace or the Building. Except for the gross or willful misconduct by the MakerSpace, Member agrees to indemnify, defend, protect and hold MakerSpace and its respective board members, 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 the MakerSpace. Members are strongly encouraged to carry insurance that covers their personal equipment while using the workspace at MakerSpace.

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

7. Relationship of the Parties. Member is not an employee or contractor of the MakerSpace. MakerSpace has no right to the work produced by Members or guests working at the MakerSpace. 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 MakerSpace in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of the 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 MakerSpace of any payment, or of a sum less than is due, shall not be construed as a waiver of any of the MakerSpace's rights unless such waiver is in writing.

10. This Agreement is subject and subordinate to a lease by and between MakerSpace and the owner of the Building. This Agreement shall terminate simultaneously with the termination of said lease.

By signing below, you agree that you are over 18 years old and agree to the Terms and Conditions of this Membership Agreement and agree to abide by the MakerSpace Policies and Procedures

Signed:	Date:

Thank you and welcome to our MakerSpace Community

## MakerSpace Policies and Procedures

MakerSpace strives to provide a safe and supportive, inclusive, productive and fun environment for its members. In light of this, we ask you to abide by the following policies and procedures for our community space. Not following these policies and procedures can make our MakerSpace dangerous or unwelcoming to others, and so actions on your part may result in your membership being terminated without notice. Please take them seriously. We reserve the right to change these policies and procedures as needed and with sufficient notice to members.

### Individual Safety: We want you to be safe.

Please obey all posted signs and literature about the safe use of MakerSpace. These include but are not limited to signs regarding appropriate clothing and personal protection equipment (PPE), safe operating procedures for equipment use and material-specific precautions/recommendations for equipment. Do not use equipment you are not comfortable with or trained to use.

### Shared Safety: We keep everyone to be safe.

In a shared and open facility like MakerSpace, it is possible for less experienced members to operate equipment dangerously without knowing it. Please stay on the lookout for unsafe behavior, and approach and offer feedback to fellow members if you believe they are working unsafely. Please notify staff immediately if you believe any piece of equipment or infrastructure to be unsafe.

### Respectful Behavior: We respect other at all times

MakerSpace is an inclusive community space. In all interactions, please behave respectfully and kindly to your fellow members. No discrimination, harassment, or hate speech shall be tolerated.

### Courtesy of Shared Spaces:

Keep noise levels to a respectful minimum for the comfort and enjoyment of those in the immediate area. Restore the shared spaces to be as clean as or cleaner than when you found them. Please respect and do not interrupt any official MakerSpace or Community College activities or classes in the shared spaces.

### Fair use of Resources:

MakerSpace relies on donated and supplied resources to support a fair and inclusive environment for all users. Overuse of these resources, especially for personal or commercial gain, is not permitted. Shared tools, materials, and equipment are intended for community-focused projects and learning purposes; any excessive or exclusive use, particularly for commercial activities, reduces access for others and is considered unfair use. Please share resources equitably, and refrain from using community-provided items for profit-driven projects.

**Guests:** Non-member guests (18+) are permitted to visit MakerSpace for short periods of time or longer if MakerSpace is hosting an event open to the public, so long as they do not use MakerSpace equipment or shared areas or interfere with other members. Guests and their actions are the sole responsibility of the host member.

### Tolerance of Feedback:

Please be open to constructive feedback from fellow members, especially as it pertains to safe use of our equipment and disrespectful communication or behavior.