

# Foothills Community Workshop Member Agreement

For \_\_\_\_\_ (print)

## Application for Membership

- To become a member of FCW, the prospective member must:
- Complete this membership agreement.
- Pay the initial dues.
- Be approved by a majority of the board.
- Complete a probationary period, not to exceed 90 days.

## Membership Rights and Privileges

All standard members of Foothills Community Workshop (FCW) receive:

- A key so that they may access the space 24/7.
- Use of all community tools and equipment (subject to training requirements).
- Free access to all workshops and events (plus material costs).
- When available, a designated area to store in-progress work (at the member's own risk).
- A voice and a vote in FCW.

All family members of Foothills Community Workshop (FCW) receive:

- Only one key for all family members to use so that they may access the space 24/7.
- Use of all community tools and equipment (subject to training requirements).
- Free access to all workshops and events (plus material costs).
- When available, a designated area to store in-progress work (at the member's own risk).
- Only one voice and one vote in FCW.

All associate members of FCW receive:

- Access to the space when a standard or family member is present.
- Use of all community tools and equipment (subject to training requirements).
- Free access to all workshops and events (plus material costs).
- When available, a designated area to store in-progress work (at the member's own risk).
- Associate members do not receive a voice or a vote.

## Member Suspensions

Members may ask the board for a suspension period, during which:

- Status reverts to that of a visitor.
- Suspended members may not vote.
- Suspended members do not pay dues.
- Upon resumption of dues payments, the suspended member reverts to previous membership status.

## Membership Responsibilities

To remain a member of FCW in good standing, members must:

- ***Be excellent to each other.***
- Pay monthly dues, on time and in full.
- Abide by the bylaws and membership agreement, along with any future updated version of the bylaws and membership agreement.
- Attempt to attend meetings regularly and participate in FCW activities.

## Dues

- Dues for each month must be paid by the due date established by the Board of Directors.
- Dues must be delivered to the treasurer in the form of cash, by check written out to "Foothills Community Workshop" or via PayPal.
- Newly elected member dues must be paid upon application of membership.
- Dues are not required during a period of suspension.
- If not paid, dues will accrue each month until you either terminate or suspend your membership. You are responsible for paying accrued dues even if you do not use the facilities and resources of FCW. The only way to stop dues from accruing is to notify a board member that you want to suspend or terminate your membership.
- There will be no refunds of pre-paid dues.

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## Key Access

- Keys provide members with 24/7 access to the space.
- Lost keys must be reported to an officer.
- Member keys will remain active while their dues are current.
- Keys will be deactivated during a suspension period or if a member becomes inactive.
- Members who no longer wish to remain active members must return their keys.

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## Physical Property

FCW is not responsible for the safety or well-being of member equipment that is classified as a “personal belonging”.

Members donating equipment to FCW must disclose that the equipment is a donation. Donated equipment must be logged as the property and physical inventory of FCW.

All equipment not logged as the property of FCW or not leased by FCW will be considered, by default, a personal belonging and should be labeled with the owner’s name.

Equipment classified as a donation is the property of FCW and will not be returned to the original owner. Receipts for donations will be made available, upon request, to any member or third party making a donation to FCW. FCW is a 501(c)(3) non-profit organization. Donations to FCW may be tax deductible. Please consult your tax advisor for more information regarding tax deductibility of donations to FCW.

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## Intellectual Property

FCW makes no claim to any intellectual property created by FCW members or created using FCW resources or facilities. Free or open source licensing is encouraged.

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## Release of Liability

In consideration for my being permitted to participate in the activities of FCW, I agree to the following waiver and release:

**ASSUMPTION OF RISK:** I acknowledge that inherent risks, dangers and hazards exist when using hand tools, power tools, working with or constructing electronic circuits, soldering, welding or otherwise working with metal, using chemicals or building materials and other related activities. Participation in these activities and the use of equipment associated with electronics, manufacturing, construction and scientific practices may result in injury, illness, death or damage to personal property. These risks and dangers may be caused by me, other participants, by accident, acts of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to electrocution, burns, impalement, injury from slips or falls, or loss of limb.

**RELEASE OF LIABILITY:** The member fully assumes all risks associated with participation in events and exempts and releases FCW, its members, officers, agents, and directors from liability arising out of any damage, loss or injury to the participant or the participant’s property while upon the premises or using any equipment of the organization or while participating in any of the activities contemplated by this agreement whether such loss, damage, or injury results from the negligence of the corporation, its members, agents, or from some other cause.

**COVENANT NOT TO SUE:** The participant agrees never to institute any suit or action at law otherwise against FCW, its members, officers, board members, agents, nor to initiate or in any way assist the prosecution of any claim for damages or course of action which the member, member's heirs, executors or administrators hereafter may have by reason of injury to the person of the member or to the participant's property arising from the activities contemplated by this agreement.

**THIRD PARTY INDEMNIFICATION:** The member will indemnify, save and hold harmless FCW, its members, officers, board members, or agents from any and all losses, claims, actions, or proceedings of every kind and character which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from the actions of the member while engaged in the activities contemplated by this agreement.

I hereby acknowledge that I have **CAREFULLY** read all of the provisions above, fully understand the terms and conditions expressed there, and do freely choose acceptance of the provisions of the foregoing paragraphs relating to assumption of risk, release of liability, covenant not to sue, and third party indemnification.

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