

Maui Makers INC, Basic and Advanced Membership & Service Agreement

Maui Makers INC, a Hawaii Non Profit Corporation and _____, the entity or person identified on the signature page of this agreement (“Member” or “Licensee”), hereby agree that Maui Makers INC will provide to the Member a license to the shared Maui Makers INC facilities located in Kahului, HI. This Agreement is a Membership & License Agreement and **is not a lease or any other form of tenancy agreement**. Maui Makers INC 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 or annual basis.

The Member or Maui Makers INC may terminate this Agreement any time with 30 days notice.

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

Maui Makers INC reserves the right to amend the Policies and Procedures and Services Addendum from time-to-time and at it’s sole discretion. Maui Makers INC will notify Member of any changes to said rules and regulations in writing and prior to such rule changes taking effect.

Upon termination of this Agreement, Member shall thereafter have no further right to use Maui Makers INC facilities in any manner and Member shall make no further use of Maui Makers INC other than to remove personal items. All advance fees, if any shall be justly prorated and returned to Member, along with deposits, within 30 days of the termination of this agreement. Personal items must be removed from Maui Makers INC within 15 days of the termination of this agreement, after which period they become property of Maui Makers INC.

2. Description of Services. Maui Makers INC agrees to provide Member with secured entry access to non-exclusive, clean, well-maintained equipment and workshop facilities, reasonable electrical power and wireless internet access.

3. Member Obligations. Member shall only use the facilities in accordance with Maui Makers INC 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 Maui Makers INC, including unreasonable or inappropriate wear on equipment or damage to the building in which Maker Makers INC is located (“Building”). Member shall not disturb the use and enjoyment of the Services by any other Member of Maui Makers INC or the use and enjoyment of the Building by any occupant of the Building. Member shall not use Maui Makers INC facilities for any inappropriate or unlawful activity including obscenity and use of material protected by intellectual property laws.

4. Fees. Member agrees to make payments on a timely basis. Failure to make monthly payments will result in termination 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 Maui Makers INC 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 Maui Makers INC 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.

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

6. Interruption of Service. Member acknowledges that due to the imperfect nature of electronic communications, electronics and utilities, Maui Makers INC shall not be responsible for damages, direct or consequential, which may result from the failure of Maui Makers INC to furnish any of the Services. Maui Makers INC 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 Maui Makers INC. Maui Makers INC has no right to work produced by Members or guests working at Maui Makers INC. 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 Maui Makers INC in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of Maui Makers INC, 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 Maui Makers INC of any payment, or of a sum less than is due, shall not be construed as a waiver of any of Maui Makers INC's rights unless such waiver is in writing.

10. 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 by and between Maui Makers INC and the owner of the Building. This agreement shall terminate simultaneously with the termination of said lease. This agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Colorado.

Member Name:

Company (if any)

Mailing 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 Maui Makers INC Administration Signature Date