

Making Matters NH Membership Agreement

Making Matters NH ("Company" or "MMNH"), a New Hampshire nonprofit corporation, and _____ (name), the entity or person identified on the signature page of this agreement ("Member" or "Licensee"), hereby agree that the Company will provide to the Member a license to the shared Making Matters NH makerspace facilities located at 88 Village Street, Penacook, NH. This Agreement is a Membership & License Agreement and **is not a lease or any other form of tenancy agreement**. The Company 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 at the then-current membership rate at the beginning of each month. Term discount memberships shall continue for the entire term of the discount commitment period, afterwards unless renewed for longer, membership shall become a monthly membership and shall automatically renew at the then-current monthly rate for the selected membership level.

The Member or Making Matters NH may terminate this Agreement any time with 30 days advance notice. No refunds will be issued for memberships cancelled without notice.

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

Making Matters NH reserves the right to amend the Policies and Procedures and Services Addendum from time-to-time and at its sole discretion. Making Matters NH 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 Making Matters NH facilities and Member shall make no further use of Making Matters NH other than to remove personal items. All advance fees, if any, shall be justly prorated and returned to Member, along with any deposits, within 30 days of the termination of this agreement. Personal items must be removed from Making Matters NH within 15 days of the termination of this agreement, after which period they become property of Making Matters NH.

2. Description of Services. Making Matters NH agrees to provide Member with secured-entry access to non-exclusive, clean, well-maintained manufacturing equipment and workshop facilities, exclusive access to individual workspace if so detailed in the Services Addendum, reasonable electrical power, and wireless internet at Making Matters NH, and range of related services as detailed in the attached Services Addendum. Said attachments and the Member's first invoice details the specific workspace(s) to be used by the Member and the corresponding service rates.

3. Member Obligations. Member shall only use the facilities in accordance with Making Matters NH Policies and Procedures. A paper copy of the policy manual will only be provided upon request. Members may refer to the most up-to-date manual on the website.

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 Making Matters NH, including unreasonable or inappropriate wear on equipment or damage to the building in which Making Matters NH is located ("Building"). Member



shall not disturb the use and enjoyment of the Services by any other Member of the Company or the use and enjoyment of the Building by any occupant of the Building. Member shall not use Making Matters NH facilities for any inappropriate or unlawful activity including obscenity and use of material protected by intellectual property laws.

4. Fees.

All membership fees must be paid according to the following terms:

- Membership dues are paid monthly, in advance. Membership discounts may be made available from time to time for extended commitments, in which case membership dues must be paid in advance, for the entire discount period.
- Monthly memberships will automatically renew each month, and will continue to do so until canceled by member with 30 days advance written notice, or Making Matters NH, in writing. Skip the late fees and setup automatic payment through the online payment system.
- Late fees, in the amount of 5% of the monthly fees due, will be charged 5 days after the payment due date. As Making Matters NH has the right to terminate your membership at any time, your membership may be terminated if your membership fees remain unpaid for more than 10 days after the due date.
- Membership fees may be paid by cash, check or credit card. You may set up recurring payment through the Square app (please consider adding in the fee if possible) Current Making Matters NH membership fees, studio license fees are at www.makingmattersnh.org.

Member agrees to make payments in the amount, form and manner as detailed in the Making Matters NH Membership Agreement. Failure to make monthly payments as described will result in the 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 the Company 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 Making Matters NH 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.

Making Matters NH 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 Making Matters NH 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 Making Matters NH or the Building. Except for the gross or willful misconduct by the Company, Member agrees to indemnify, defend, protect and hold the Company 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



Company. Members are strongly encouraged to carry insurance that covers their personal equipment while using the workspace at Making Matters NH.

6. Interruption of Service. Member acknowledges that due to the imperfect nature of machines, electronic communications, electronics and utilities, Making Matters NH shall not be responsible for damages, direct or consequential, which may result in the failure of Making Matters NH to furnish any of the Services. The Company 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 Company. Making Matters NH has no right to the work produced by Members or guests working at the Company. 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 Making Matters NH in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of the Company, 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 Making Matters NH of any payment, or of a sum less than is due, shall not be construed as a waiver of any of the Company'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 THE MEMBER. This Agreement is subject and subordinate to a lease by and between Making Matters NH 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 New Hampshire.

All minors under the age of 18 must have their consent and liability waiver forms signed by themselves as well as a Parent or Legal Guardian. Minors will only be accepted at the sole discretion of the Making Matters NH, which may be conditioned, restricted or rejected for any reason.

Minors under the age of 16:

- Unless otherwise specified, Minors under the age of 16 are not eligible for independent membership to the Making Matters NH. Minors under the age of 16 may participate in certain activities of the Making Matters NH, provided that all of the requirements herein are met.
- Minors age 16 and under must be *Supervised Closely* by a Parent, Legal Guardian, or fully insured School Affiliated Instructor, their "Adult", at all times. *Supervised Closely* means that they must be within visual range of Their Adult in all locations at Making Matters NH, and must be within immediate reach when in shops or near dangerous tools. Their Adult must be a current member of the Making Matters NH.



Parents / Legal Guardians are responsible for their children and their actions at all times while at Making Matters NH and while participating in Making Matters NH activities and programs. Both the Minor and Their Adult will be required to sign membership agreements and complete waivers of liability to the Making Matters NH.

Minors under the age of 16 will not be issued an independent access card to the Makerspace and will only be allowed access to the makerspace and Shops when accompanied by Their Adult and while participating in an approved activity, or class.

Making Matters NH may offer classes and activities that may be made available to Minors under the age of 18. Some of these may require a qualified reference letter from a non-family member in order for a non-member Minor to attend.

No one may operate any machine, tool or equipment at Making Matters NH until they have been trained and certified to operate it. Minors under the age of 16 shall not operate any machine, tool or equipment under any circumstances, including with their adult, that they themselves are not trained on and certified to operate.

Minors age 16 years and older may apply for Membership to the Making Matters NH. Application for membership must include (in addition to all standard membership forms and waivers) a consent form as well as liability waiver signed by both the Minor and their Parent or Legal Guardian. Minors age 1 years of age or older may apply for special consideration for independent membership to Making Matters NH. Applications will be reviewed on an individual case basis and conditional membership may be granted under certain circumstances. Upon acceptance, said Minor shall be granted the same access as a 16 year old member. Application for consideration will require a minimum of one qualified reference letter from a non-family member, preferably a current teacher.

- Approved minors age 16 years and older will be issued access cards for Making Matters NH MakerSpace and will be granted access to shops and tools for which they are trained on and certified to operate.
- There are certain pieces of equipment that may not be available for use by minors under the age of 18.
- There are certain pieces of equipment which may not be operated without an adult who is qualified to operate present.
- There are certain shop areas that may not be available for use by minors under the age of 18 unless an adult is present.
- Certain classes may not be available to minors under the age of 18.

Minors under the age of 21. In the event that a private event or meeting is held, such as a fundraiser, where alcoholic beverages may be present, Making Matters NH reserves the right to denote that attendance at the event will be restricted to those with valid identification proving that they are over 21 years of age.



Signature Page:

___ I affirm that I am at least 18 years of age and competent to sign this Agreement.

___ I have read this agreement carefully and I understand and accept the obligations which it imposes upon me without reservation. I sign this agreement voluntarily and freely.

___ I understand that the use of all tobacco products including e-cigarettes is strictly prohibited at Making Matters NH.

___ I give Making Matters permission to use photographs of me and my work for marketing.

___ I understand that the use of drugs, alcohol or any other substances impairing my ability to use any of MAKING MATTERS NH's equipment is expressly forbidden.

___ I understand (if applicable) that I am personally responsible for my minor's safety and actions. I will closely supervise any minors that accompany me to the Making Matters NH and I personally will instruct and ensure that they follow all safety instructions and signage while at the Making Matters NH.

Member (or Parent or Guardian if under 18 Years of Age)

Signature	Signature
Print Name	Print Name
Date	Date
Relationship to Minor (if applicable)	
Address	
City, State Zip	

Phone Number: _____

Email: _____

Emergency Contacts

Print Name	Print Name
Phone Number	Phone Number
Relation to Member	Relation to Member



BY SIGNING BELOW, RELEASOR (OR, IF PARTICIPANT IS A MINOR, PARTICIPANT'S PARENT OR LEGAL GUARDIAN) HAS READ OR REVIEWED THIS AGREEMENT AND VOLUNTARILY AGREES TO BE BOUND BY ITS TERMS.

RELEASOR (adult member):

By: _____

(Signature)

Printed Name: _____

Date: _____

PARTICIPANT (if minor):

Printed Name: _____

By: _____

(Signature of Parent/Legal Guardian)

Parent/Guardian Printed Name: _____

Relationship to Participant: _____

Date: _____

MAKING MATTERS NH MEMBERSHIP PAYMENT

Membership Package: _____

Monthly Membership Fee: _____

Monthly Studio Fee: _____

Total Monthly Charge: _____

Paid Today: _____

Damage Deposit Paid (studio members only): _____

Member Name: _____

Member Signature: _____

MAKING MATTERS NH Signature: _____

Date: _____

Office Use Only

Paid: [Cash / check / credit card] Reference #: _____ Date: _____

