



7 No. 18th St., Billings, MT 59101 406-670-5566

Membership Agreement

Share Create Reuse and Promote, Inc. ("Company"), a Montana nonprofit corporation, and _____ (member name), the entity or person identified on the signature page of this agreement ("Member" or "Licensee"), hereby agree that the Company will provide limited and defined access to the Member in exchange for dues to the shared Share Create Reuse and Promote facilities located at 7 No 18th St, Billings, MT 59101. This Agreement is a Membership 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 for an active Membership and shall commence on _____ (date). This Agreement shall automatically renew on a month-to-month basis. Member will Also be able to have access to use some or all areas of facility so long as specific dues requirements in addendum is current. The Member or Share Create Reuse and Promote may terminate this Agreement any time with 30 days advance notice.

Notwithstanding the foregoing paragraph and notice period, Share Create Reuse and Promote 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 Share Create Reuse and Promote Policies and Procedures.

Share Create Reuse and Promote reserves the right to amend the Policies and Procedures and Services Addendum from time-to-time and at its sole discretion. Share Create Reuse and Promote 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 Share Create Reuse and Promote facilities in any manner and Member shall make no further use of Share Create Reuse and Promote other than to remove personal items. All advance dues, 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 Share Create Reuse and Promote within 15 days of the termination of this agreement, after which period they become property of Share Create Reuse and Promote.

2. Description of Services. Share Create Reuse and Promote agrees to provide Member with general access to non-exclusive, clean, maintained manufacturing equipment and workshop facilities, secured-entry exclusive access to individual workspace if so detailed in the Services Addendum, and reasonable electrical power, at Share Create Reuse and Promote, 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 dues rates.

3. Member Obligations. Member shall only use the facilities in accordance with Share Create Reuse and Promote 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 Share Create Reuse and Promote, including unreasonable or inappropriate wear on equipment or damage to the building in which Share Create Reuse and Promote 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 Share Create Reuse and Promote facilities for any inappropriate or unlawful activity including obscenity and use of material protected by intellectual property laws.

4. Dues. User agrees to make payments in the amount, form and manner as detailed in the Share Create Reuse and Promote Services Addendum. Failure to make dues payments as described and agreed to may or may not result in the termination of this Agreement but will limit Member's access 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 prior to having access to use facilities.

5. Risk of Use. Member acknowledges that he/she is using the facilities at his/her own free will and decision. Member acknowledges that Share Create Reuse and Promote 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.

Share Create Reuse and Promote 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 Share Create Reuse and Promote 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 Share Create Reuse and Promote 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, and members acknowledge that they in fact are non-voting participants of company. Members are strongly encouraged to carry insurance that covers their personal equipment and person(s) while using the workspace at Share Create Reuse and Promote.

6. Interruption of Service. Member acknowledges that due to the imperfect nature of electronic communications, electronics and utilities, Share Create Reuse and Promote shall not be responsible for damages, direct or consequential, which may result for the failure of Share Create Reuse and Promote 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. Member is a non-voting member of Company with limited privileges. Share Create Reuse and Promote 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 Members' works that are created using the facilities, unless a specific contract is created between the Company and Member.

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 Share Create Reuse and Promote 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 Share Create Reuse and Promote 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 Share Create Reuse and Promote 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 Commonwealth of Montana.

By signing this agreement, I acknowledge that Share Create Reuse and Promote can be a dangerous place and I agree to HOLD HARMLESS Share Create Reuse and Promote, its members, its officers, and its directors.

Initials: _____

I understand that I am personally responsible for my safety and actions. I will follow all safety instructions and signage at Share Create Reuse and Promote. If I need to do something that may be dangerous to others, I will consult with Share Create Reuse and Promote officers and other members.

Initials: _____

I understand that I am responsible for properly monitoring and labelling anything I bring to Share Create Reuse and Promote, and that Share Create Reuse and Promote is not responsible for any lost, damaged, or stolen property.

Initials: _____

I understand that I am responsible providing my own personal insurance (business, if applicable) as Share Create Reuse and Promote is not responsible for insuring its members beyond the general liability needed to operate as governed by the lease and law.

Initials: _____

I understand that any materials I use from inventory of Share Create Reuse and Promote needs to be tracked and paid for.

Initials: _____

I understand that there may be photographs/video taken of members in SCRaP doing projects, that may be posted on our website and the media. Our privacy policy is very important, we will not release last names or any private information without express written consent.

Initials: _____

Member _____

Signature _____

Date _____

Address _____

Phone (home) _____

(mobile) _____

Email _____

Family members

Emergency Contact _____

Emergency Contact Number _____

Contact Relationship

Share Create Reuse and Promote Director

Title _____

Signature _____

Date _____



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WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in any creative project activity or hands-on seminars, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Share Create Reuse and Promote, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law

2. I am fully aware of the risks and hazards connected with the activities of creative projects and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that SCRaP In Billings does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Montana and that any mediation, suit, or other proceeding must be filed or entered into only in Montana and the federal or state courts of Montana. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

5. Photographic Release: I grant and convey to SCRaP In Billings all rights, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by SCRaP In Billings in connection with my providing volunteer services to SCRaP In Billings.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 2018 _____.

PARTICIPANT: _____