

Factory Works
WILLIAMSPORT COMMUNITY WOODSHOP
MEMBERSHIP AGREEMENT

1. APPLICATION FOR MEMBERSHIP

- 1.1 By executing this Agreement, the within named applicant (“Member”) applies for membership in the Factory Works - Williamsport Community Woodshop (“WCW”), a non-profit organization.
- 1.2 As used in this Agreement, “Membership” is the license by which a Member may enter onto the WCW premises (the “Premises”) for the purpose of using and enjoying the facilities and equipment therein provided by the WCW (the “Facilities”) at the times and in the manner set forth by WCW. Such Rules and regulations include not only those set forth in this Agreement and Exhibits (i.e, *Exhibit B: Work Rules*) , but also those which may be posted from time to time by WCW and those of which Member is otherwise informed (including orally) collectively referred to as the “Rules”.
- 1.3 Until accepted in writing by an authorized representative of WCW, this Agreement constitutes an application for membership. WCW reserves the right to approve or reject this application in its sole discretion. Qualification for the applicant’s Membership is based, in part, on the applicant’s successful completion of Safety Certification, WCW’s assessment of the applicant’s ability to comply with any Rules or regulations of WCW, the applicant’s intended use of the facilities, the applicant’s ability to use the Facilities safely, and the applicant’s ability to meet any and all financial obligations to WCW.

2. ACCEPTANCE OF THIS AGREEMENT; CLASSES OF MEMBERSHIP; DUES; PAYMENTS

- 2.1 Acceptance of Agreement and Payment of Safety Certification Fee. Upon approval of this Agreement by WCW (as evidenced by execution of this Agreement), execution of applicable Exhibits including the **Acknowledgment and Release of Liability**, and payment by member of the-Safety Certification fee and Dues, the applicant may, at the discretion of WCW, be granted a Membership.
- 2.2 Membership. WCW may establish classes of Membership and amend the conditions of existing categories of Membership from time to time. WCW reserves the right to change the applicable costs for classes of Membership, to offer introductory, courtesy and/or other incentive pricing not generally available to existing members. The classes of Membership are set forth on *Exhibit C: Membership Features* attached hereto, the terms of which are incorporated herein by reference.
- 2.3 Dues. Dues shall be fixed from time to time by WCW. Notice of any increase in Dues shall be given to Member not less than thirty (30) days prior to the effective date of such increase. In the event that Member has committed for a term (a “Commitment Term”), no increase shall be effective for Member, until the expiration of the then current Commitment Term.
- 2.4 Delinquent Payments In the event that a Member shall be delinquent in any payment due to WCW hereunder, WCW, in its sole and exclusive discretion may suspend Member’s access to the Facilities until such account has been brought current. WCW also reserves the right to suspend or terminate the Membership due to unpaid Dues or fees.

- 2.5 Lapse in Membership and Storage Locker Members may discontinue their membership at any time and resume their membership at a later date. There shall be no payment penalty for the lapsed membership. However, if a member has rented a storage locker and maintains storage of materials and/or tools in that locker, they are liable for payment of rent during the lapse in their membership.

3. ACCESS TO THE PREMISES AND USE OF THE FACILITIES

- 3.1 Access to Facilities. Access to the Facilities shall be subject to Member’s compliance with terms of this Agreement and the Rules, without limitation, timely payment of any and all fees, Dues and other charges.
- 3.2 Usage of Equipment. Usage of any equipment at the Facilities is conditional upon completion of Safety Certification training and demonstration of proficiency in use of the various items of equipment, on a tool-by-tool basis. Member may operate only those pieces of equipment for which he/she has been certified. Members must comply with all Rules and regulations as a condition for use of the equipment.
- 3.3 Usage of lockers & Storage Spaces. Rental lockers are provided for the convenience of Members, to store personal items. Several sizes and configurations of lockers are provided, at varying rental prices, to meet individual needs. Storage space is limited, so we must insist that you restrict your materials on-site to only those “in progress” for a current project. Please also see *Exhibit F: Storage Policy*.
- 3.4 Commercial use of Facilities. **We encourage Members to build and sell a limited number of projects to help supplement your membership. However, WCW is NOT intended as a substitute facility for a commercial woodshop. Excessive or commercial use of the Facilities will result (at the sole discretion of WCW) in termination of Membership as of such date as may be specified in the notice of termination. In the event Member shall have prepaid any Facility use charges, WCW shall refund to such terminated Member the prorated (unused) amount of such prepaid charges.**

Applicant initials: _____

- 3.5 Rules and Regulations. The Rules and regulations concerning membership and the use of the Facilities may be amended by WCW from time to time at its sole discretion. Member shall comply strictly with all such Rules and regulations. In addition, WCW has the unqualified right to add to these Rules and establish other Rules and procedures which it determines are appropriate to the operational, safety, and/or financial integrity of WCW or to the use and/or access of the Facilities.
- 3.6 Operation. All equipment and facilities shall be used only for the specific purpose for which such equipment and facilities were intended and only in a manner consistent with its manufacturer’s requirements and WCW’s Rules of operation. No safety devices or guards may be removed from any equipment.
- 3.7 Scheduling. WCW may establish hours of operations from time to time and may limit access to the Facilities based on classes of membership. Member acknowledges that WCW may restrict the use of certain facilities to accommodate classes and special events, to make repairs to equipment or as otherwise reasonably determined by WCW. WCW will attempt to give as much notice of any Facility closure as is reasonably practicable. In addition, WCW may set limits on the use of equipment to assure equal access to such equipment by all Members.
- 3.8 Minimum age. Only persons eighteen (18) years and older shall be permitted as a Member.

- 3.9 Visitors. Visitors shall be permitted in work areas only with the advance consent of WCW and then only on such terms and subject to such conditions as may be established by WCW. Visitors may not engage in any woodworking activities, unless expressly approved by WCW. Visitors must be accompanied by a member at all times.

4. VOLUNTARY TERMINATION OF MEMBERSHIP;

- 4.1 Member may terminate his/her Membership orally or by written notice or by e-mail addressed to info@williamsportcommunitywoodshop.com. Upon termination of membership, the member shall return all Membership cards and make a full payment for any and all Dues and/or charges, and all other sums due prior to the effective date of termination. Member shall not be entitled to any refund of any Safety Certification fees.

5. SUSPENSION OR INVOLUNTARY TERMINATION OF MEMBERSHIP

- 5.1 If Member shall be more than fifteen (15) days late in the payment of any monies due to WCW, then WCW may suspend Member's Membership privileges pending the payment of all unpaid balances.
- 5.2 The Membership of a Member whose account includes any unpaid balances for more than sixty (60) days may be terminated at WCW's sole discretion. In the event of such termination, Member shall nevertheless be liable for all unpaid amounts.
- 5.3 A Member may be expelled by WCW (or from the Facilities) for violations of this Agreement or any Rules or for any other conduct which, in WCW's opinion, is prejudicial to WCW's (or other Member's) welfare, good order, safety, reputation, and/or character. If a Member's membership is terminated for any of the above reasons, he/she shall not be entitled to a refund of any part of the Safety Certification Fee, Dues or any other payments previously made. Such termination of Membership privileges shall be effective immediately upon notice to the Member.

6. TERMINATION OF MEMBERSHIP UPON DISCONTINUANCE OF BUSINESS

Nothing herein contained creates any obligation by WCW to continue operations or to provide or maintain any or all of the services or Facilities which are planned or may hereafter be provided. In the event of termination of operations, WCW shall be responsible only for the refund of Dues paid in respect of that period after the effective date of termination.

7. CUMULATIVE REMEDIES

Subject to any express limitations herein contained, the rights of WCW upon a failure on the part of Member to perform or observe any condition or term of this Agreement, including upon failure to pay any Dues or other amounts payable by Member, are cumulative with each other and with every other right or remedy WCW may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

8. ASSUMPTION OF RISK; DISCLAIMER OF WCW’S LIABILITIES; RELEASE OF LIABILITY; INDEMNIFICATION

WOODWORKING, BY ITS NATURE, IS A HAZARDOUS ACTIVITY AND INVOLVES THE RISKS OF DEATH OR BODILY INJURY. By initialing below, Member acknowledges that he/she is aware that woodworking is a hazardous activity, and he/she voluntarily participates in woodworking activities at WCW with the knowledge of the danger involved and hereby agrees to accept any and all risks of injury or death from these activities. *Exhibit A: Acknowledgement and Release of Liability*, which is incorporated herein by reference, contains provisions whereby Member (a) assumes the risks associated with woodworking and the use of the Facilities; (b) releases WCW from liability; and (c) agrees to indemnify and hold harmless WCW from any damages resulting from Member’s negligence or willful misconduct. Member hereby acknowledges that he/she has read such *Exhibit A: Acknowledgement and Release of Liability* and that *Exhibit A: Acknowledgement and Release of Liability* is a material part of this Agreement.

Applicant initials: _____

9. TRANSFER & CONVERSION OF MEMBERSHIP

9.1 No Transfer. Memberships are not-transferable

9.2 Conversion of Membership Types. Upon WCW’s approval, and provided that Member is then in full compliance with its obligations, including the payment of all Dues and other charges payable to WCW, Member may convert his/her class of Membership to another class. If converted on or before the 20th day of the month, such conversion will be effective as of the commencement of the next billing cycle. Under no circumstance shall a member, upon conversion of a Membership, be entitled to a refund of any fee, Safety Certification fees, Dues, or other payments previously made.

10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL WCW BE LIABLE TO MEMBER (OR OTHERS) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY FAILURE TO PERFORM OR THE BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER.

11. NOTICES

Notices may be given by WCW to Members, generally by posting in a conspicuous location at the Facility. Notice to any Member shall be in writing and mailed (or emailed) to the Member at the address listed on Member’s *Exhibit E: Application Information* form or such other address as may be designated by Member by notice given hereunder. Notice given by a Member to WCW must be in writing and, except as otherwise provided herein, sent by certified mail or by recognized overnight carrier, in each case with acknowledgement of receipt to:

Factory Works
Williamsport Community Woodshop
1307 Park Avenue, Box #10
Williamsport, PA 17701

Notices to WCW shall be effective upon actual receipt. Any notice permitted to be given by WCW by email, shall be deemed effective as of the next business day.

12. GENERAL

- 12.1 Authority. Only the Woodshop Manager of WCW or other authorized representative has the authority, whether expressed, implied, or apparent, to accept this application for Membership or otherwise to bind WCW.
- 12.2 No Waiver. No course of dealing shall constitute a waiver of Member's compliance with the terms hereof. No waiver shall be effective unless in writing, provided that no waiver or extension of time for performance shall constitute a continuing waiver of similar or other breaches and shall not affect the continuing enforceability of any of the provision of this Agreement.
- 12.3 Arbitration. **Any dispute or disagreement arising between the Member and WCW shall be resolved by arbitration in Williamsport, PA before a single arbitrator in accordance with the Commercial Arbitration Rules (the "Arbitration Rules") of the American Arbitration Association (the "AAA"), in effect on the date that such notice is given.** Once appointed (pursuant to the Arbitration Rules), the arbitrator shall designate a time and place for a pre-hearing status conference not more than fourteen (14) days from the date of his or her appointment, and shall appoint a time and place for a final hearing not more than forty five (45) days from the date of the status conference. The final hearing shall, if at all possible as determined by such arbitrator, conclude no later than thirty (30) days after its commencement. The party that demands arbitration shall specify in writing the matter to be submitted to arbitration. The arbitrator shall render a written decision stating with reasonable detail the reasons for the decision rendered. Each party shall be responsible for its costs of preparing and presenting its case but the non-prevailing party shall bear the costs of arbitration, including the fees, and expenses of the arbitrator. The arbitration award shall be final and binding upon the parties and may be confirmed by the judgment of any court having appropriate jurisdiction, including but not limited to any court located in Williamsport, PA.
- 12.4 Applicable Law. The existence, validity, construction, operation, and effect of this Agreement, and any exhibits hereto, shall be determined in accordance with and be governed by the laws of the Commonwealth of Pennsylvania.
- 12.5 Severability. In the event that any provision of this Agreement shall be determined to be unenforceable, then such provision shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of the Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.
- 12.6 Surveillance; License to Use Images. Member acknowledges that the Facilities may be under surveillance (although there is no obligation on the part of the WCW to maintain such surveillance). Member further agrees that WCW may use images of the Facilities, including those that contain images of the Member, as part of its marketing, advertising, and public relations activities, and Member hereby grants to WCW a license to use images of Member taken within the Facilities for such purposes.
- 12.7 Entire Agreement. This Agreement, together with the schedules and exhibits attached hereto, all of which are incorporated herein by reference, sets forth the entire understanding of the parties with respect to the subject matter thereof. No amendment shall be effective unless in writing and, signed by an authorized representative of WCW.

13. ACCEPTANCE.

By his/her signature below, Member acknowledges that Member has been given the opportunity to read and has read this Agreement and all Exhibits hereto and hereby agrees to all the terms and conditions.

Applicant Name (Print): _____

Applicant Signature: _____

Applicant Telephone #: _____

Applicant Email Address: _____

Date of Application: _____

Accepted:

Name, Title (Print): _____

Authorized Signature: _____

Date: _____

Notes: _____
