

MEMBERSHIP AGREEMENT – THE TECH TOOLSHED AT MILL HILL

This Membership Agreement (the “Agreement”) is between Macon Arts Alliance of Macon, Georgia (hereinafter, "MAA") AND _____ (hereinafter, the "Member"). The Agreement commences on _____ [date] and ends on _____ [date], unless the term is adjusted in accordance with the provisions of the Agreement set forth below.

For and in consideration of the membership fee, the use of the facilities noted in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by MAA and the Member:

Property & Assets

1. Housed within the Mill Hill Community Arts Center located at 213 Clinton Street in Macon, GA (the “Facility”) is an assemblage of shared equipment and technology including, but not limited to computers, tablets, software, furniture, printers, camera and other accessories, lighting, backdrops, paper, ink, and other consumables that comprise the Tech Toolshed (the “Equipment”).
2. MAA agrees to provide scheduled access to the Equipment by the Member for lawful purposes only.
3. Use of non-specified spaces, equipment, or assets in or about the Facility is prohibited. These spaces and equipment may include but are not limited to rooms and storage areas, audiovisual equipment, tables, chairs, linens, kitchen equipment, and others. Use of prohibited spaces or assets can result in immediate cancellation of this Agreement.

Membership Fee

4. Subject to the provisions of this Agreement, the fee for access to the Equipment is \$10.00 / 30 days.
5. The Member shall make membership fee payments to MAA at 486 First Street, Macon, GA 31201. Payments can be made by cash, check, or credit card in person, through the mail, or online via PayPal.com.

Renewal and Cancellation of Membership

6. The Member may renew this Agreement for an additional term. All terms of the renewal remain the same, except MAA reserves the right to alter the membership fee.
7. MAA reserves the right to refuse renewal of this Agreement for any reason

8. Any and all prepaid membership fees are nonrefundable should the Member elect to cancel or violates this Agreement

Transferability

9. The Member shall not assign any interest in this Agreement or otherwise transfer member benefits, permit access to the Facility, or use of the Equipment to any third party.

Indemnification

10. Member indemnifies, saves and holds harmless MAA, its members, agents and assigns from any and all losses, claims, actions or proceedings of every kind and character which may be initiated by any other persons or organizations and which arise directly or indirectly from the actions of Member while engaged in the activities contemplated by this Agreement.
11. The Member releases MAA, its officers, agents, board members and assigns from any liability whatsoever arising out of any damage, loss or injury to Member or Member's property while participating in any activity in or about the Facility and/or using any of the Equipment regardless of whether such loss or injury is as result of negligence of MAA or its members, guests, agents and assigns, or is a result of some other cause.
12. The Member shall not, under any circumstances, initiate any legal action against MAA, its members, guests, agents and assigns, nor will Member assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property while participating in the activities contemplated by this Agreement. This covenant extends to include the heirs, executors, administrators or assigns of Member.

Intellectual Property

13. Member acknowledges that any intellectual property held by any members, agents and assigns of MAA will be considered the sole property of the entity that first held it. In the absence of the ability of MAA to issue patents and/or copyrights, it is understood by the Member that any profit or publicity obtained in return for the use of Intellectual Property belonging to another entity is considered profit or publicity made from stolen property. Member acknowledges the intention of MAA to make publicly known any action resulting in such profit or publicity made from stolen property.

Assumption of Responsibility

14. The Member is hereby advised and understands that the personal property of the Member is not insured by MAA for either damage or loss and MAA assumes no liability for any such loss.

15. The Member is responsible for insuring the Member's personal property, including insuring risks such as fire, theft, vandalism, flood, and disaster.
16. MAA shall have no duty to provide any protective services to the Member. The Member shall look solely to the public police for security protection.
17. The Member agrees and acknowledges that protection against criminal action is not within the power of MAA. MAA and its agents shall not be liable for failure to provide adequate protective services or for criminal or wrongful actions by others against the Member.

Care and Use of MAA Property

18. The Member shall follow all MAA and/or manufacturer mandated instruction for operation and maintenance of the Equipment.
19. Member access to specific pieces of Equipment shall be on a first-come-first-serve basis
20. The Member shall promptly notify MAA of any damage to the Facility, Equipment, or to any furnishing or asset supplied by MAA. The Member shall likewise promptly notify MAA of any situation that may significantly interfere with the normal use of the Facility.
21. No animals are allowed in the Facility.
22. No smoking is allowed in the Facility.

Access and Interference

23. The Member's use of the Equipment will be done in such a manner so as not to interfere with or impose any additional expense upon MAA in maintaining the Facility.
24. The Member shall not use the Equipment in such a manner that causes interference with the use or occupancy of the Facility by MAA, including third parties who may arrange to rent other some or all of the Facility from MAA.
25. The Member should expect broad access to the Equipment under this Agreement with the exception of such times as the Facility, inclusive of the Equipment within, are in use by MAA or its agents. These exceptions shall be made known the Member upon scheduling access.

Address for Notice

26. For any matter relating to this Agreement, MAA's address for notice is:

Name: Macon Arts Alliance
Address: 486 First Street, Macon, GA 31201
Phone: 478-743-6940
Email: jr@maconarts.org

General Provisions

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF Macon Arts Alliance and _____

[Member] have duly affixed their signatures on this _____ day of _____ 2019.

Macon Arts Alliance by

Julie Wilkerson, Executive Director

Member by

Member Name