This is a “living” document and is subject to change at any time. Members will be notified of changes to this Membership Agreement via the e-mail address we have on file at the time the changes are made. Paper copies of the Membership Agreement supersede any electronic documents...

**Member Responsibilities:**

1. Know, understand, and follow all Urban Workshop Safety Guidelines.
2. Know, understand and follow all Urban Workshop rules.
3. Know, understand and follow all shop etiquette.
4. Observe and adhere to all policies.
5. Do your part to keep the shop clean and organized.
6. Be a respectful and positive member of the Urban Workshop community.

**Urban Workshop Safety Guidelines:**

Urban Workshop members are responsible for looking after themselves, other members of the community and the shop itself. Please do your part to keep yourself and your fellow members safe.

1. Clean up after yourself and return all tools to where they belong. A clean and well-organized shop is a safe and enjoyable shop.
2. Use appropriate safety gear in restricted areas and during dangerous operations: safety glasses, ear protection, welding hoods, gloves, dust masks, etc.
3. Always wear sturdy, closed-toe shoes. Steel-toe safety shoes are preferable. Open-toe footwear of any kind is not permitted in the shop areas.
4. Urban Workshop recommends wearing clothing made of natural fibers. Synthetic fabric blends can melt when exposed to heat.
5. Do not wear loose clothing near machines with rotating parts. Tie back long hair; remove dangling jewelry, and personal accessories.
6. Be mindful of where your ID badge is. If using a lanyard, position badge a safe distance away from the operation.
7. Appropriate eye protection must be worn at all times in designated areas. (ANSI Z87.1 certification is required) Sunglasses and prescription eye glasses are not adequate or effective eye protection. Eye protection must be impact and shatter resistant and have side guards. (Safety glasses are available at the front desk and outside all work spaces that require them.)
8. Never leave a machine unattended while it is powered up.
9. Never distract or talk to anyone during a machining operation.
10. Never use a machine you are not qualified and competent to use. (Passing a Basic Safety and Use Class at Urban Workshop is a necessary but not entirely sufficient requirement for safe machine use. Seek additional information and assistance when needed.)
11. Never operate machines under the influence of any intoxicating substance. This includes prescription drugs with side effects that could impair your judgment
12. Be realistic about what you DO and DO NOT know. Don’t make assumptions about machines, setups or work holding. Consult class handouts, textbooks, and Urban Workshop staff before performing and operation for the first time.
13. Check machines for safety before you begin any operation. DO NOT assume the previous user left the machine in a safe state.
14. DO NOT attempt to use a machine in a manner inconsistent with its design or intended use.
15. It is your responsibility to ensure the workspace, tools, machines and equipment will accommodate your project.
16. DO NOT tamper with or remove equipment guards. Report any safety equipment issues to staff.

\_\_\_\_\_\_\_\_\_\_Initial

**Shop Rules:**

To ensure Urban Workshop is an open and inviting place for all of the members we ask you observe the following rules:

1. Comply with all posted signage and Urban Workshop staff requests.
2. Cease all work and start cleanup one half-hour prior to closing. You are expected to be ready to exit Urban Workshop at closing time. Continued lack of preparedness when exiting the workshop or the excessive need for staff intervention may result in the revocation of membership privileges.
3. There are certain areas of the Workshop that have restricted access limited to Employees only; we ask that you please do not trespass into areas designated as restricted access.
4. Smoking is not allowed in the Urban Workshop. We ask that individuals that smoke please do so outside, in the designated smoking area.
5. Do not leave personal projects, materials or work out. If left unclaimed, it will become property of Urban Workshop and disposed of. Storage space is available for rent. Please ask the staff for additional information.
6. Urban Workshop is a drug free environment. Do not use or possess illegal drugs at Urban Workshop. Anyone found to be in possession of or attempting to distribute illegal drugs on premise will have their membership terminated immediately. Anyone presumed to be under the influence of any intoxicating substance (including but not limited to alcohol, illegal or prescription drugs) will be asked to leave the premises.
7. Anyone acting in a disruptive or threatening manner will be asked to leave the premises. Any escalation of this behavior may result in the revocation of all membership privileges and the notification of relevant authorities.
8. Inform Urban Workshop staff of any potential hazards, safety concerns, equipment failure, or equipment damage immediately.
9. DO NOT attempt to repair any damaged piece of equipment or tooling. It is at the Urban Workshop’s discretion to determine when and if a member is responsible for equipment or tooling replacement or repair.
10. Members will reimburse Urban Workshop for all expenses relating to repairing or replacing equipment damaged by members.
11. Access to the Workshop area is through the Reception Desk. Rear doors are for the loading and unloading of materials, or for emergency exit only.

\_\_\_\_\_\_\_\_\_\_Initial

**Shop and Equipment Access Policy:**

1. Members are required to take and pass Basic Safety and Use classes for all tools and equipment that can cause personal injury or be damaged through improper use. You may not access any such tools and equipment until you have completed and passed the required BSU. This is a requirement of our insurance. *No Exceptions will be made*.
2. Anyone found to be operating tools or equipment without having taken and passed the required BSU class will result in the revocation of all membership privileges.
3. Minimum age requirement to operate tools and equipment for Family Add-on Members is age 12. Family members without a valid membership are not allowed to operate any equipment. Please refer to the Urban Workshop Family Policy.
4. Lockout Key: Some equipment requires a lockout key; you must check it out at the Reception Desk.
5. Access to the Workshop area is via the Front Desk only, and your Membership badge is required to gain access. If you do not have your Membership badge you must show a Photo ID to the Receptionist. Replacement of lost badges is a $5 fee.
6. Guest policy: All members bringing in a Guest must meet them at the Front Desk, have them sign a Visitor Form, and have a Visitor badge issued. Guests are not allowed to operate any equipment for you.

\_\_\_\_\_\_\_\_\_\_Initial

**EQUIPMENT RESERVATION POLICY**

In order to ensure that equipment is available to all Members of Urban Workshop, all equipment is “First Come, First Served”, unless there is a prior reservation.

* One (1) appointment per machine, per day. You can schedule for multiple machines in the same day, just not the same piece of equipment.
* One (1) appointment for any machine on the schedule at a time. You can make another reservation for the same machine AFTER you have completed the reservation on the schedule.
* Maximum Reservation time for any one machine is two (2) hours. (4 hours for the CNC Mill and Auto Lifts). You are responsible for monitoring your reservation time and to not infringe on the next Member’s appointment.
* To ensure the equipment is available for everyone, please use the Computer Lab to refine your design(s) prior to your appointment.
* If you have made a reservation and are more than 10 minutes late, your reservation will be cancelled.
* Methods of scheduling equipment reservations are:
  + Self-service via your Mind/Body login or the Mind/Body app for your cell phone
  + Request a reservation with a Front Desk Associate
  + Call in
* Reservation Policy Violation Consequences
  + First Violation: 1 week suspension from online booking
  + Second Violation: 2 week suspension from online booking
  + Third Violation: 1 month suspension from online booking

Please be courteous and remember that the equipment is available to ALL our Members! Our Reservation calendar is monitored daily, and equipment reservation privileges may be revoked if you abuse the system.

The Mind/Body app is provided by a third-party vendor, and will only allow you make equipment reservations in 2-hour blocks. Because it is a third-party vendor, the app may allow you to make multiple reservations on the same equipment; however, you still need to adhere to our Equipment Reservation Policy.

I have read and understand the above Urban Workshop Equipment Reservation Policy, and agree to abide by the Terms and Conditions outlined above. I have received a copy of this Agreement in my New Membership Packet.

Printed Name Signature Date

**COMMUNITY TOOLING USE POLICY**

The community tooling provided at Urban Workshop is intended to serve as a basic set of specialty tools and accessories from which members can build their own projects. By no means are the tools provided intended to be comprehensive. We have chosen the available items based on our background and experience, with an eye toward providing the most widely used and member-requested tooling possible. In an effort to maintain the items provided, we track and replace damaged items as often as is financially prudent. If items are missing, or additional tooling is desired, then we encourage you to let anyone on our staff know what is missing or needed. You may also bring in your own specialty tooling in to suit your own needs.

To be clear, this is *COMMUNITY TOOLING*. If everyone wants nice tools to be available, then everyone needs to learn how use the tools properly, and everyone needs to look out for the community tools. If you observe someone using a community tool improperly or aggressively, **PLEASE REPORT IT** to any staff member immediately so we can help them. If you are unsure how to properly use an item even after taking the associated class, then please consult the informational packet that was provided in class. Feel free to ask a staff member for a quick refresher if that’s all you need. Furthermore, as a community, make an effort to be available to help members with less experience. Let’s work to help everyone grow together!

Please help us provide the best shop facilities by:

1. Informing Urban Workshop staff of any potential hazards, safety concerns, equipment failure, or equipment damage immediately.
2. DO NOT attempt to repair any damaged piece of equipment or tooling.

Please follow these community tooling guidelines:

* If a tool becomes damaged while you are using it, find a shop tech and give the damaged item to them so that it can be repaired or replaced. A damage assessment will be performed, and a replacement/repair fee will be determined. You risk losing access to the workshop if we determine you intentionally avoided reporting any damage.
* Return all tools/tooling to the appropriate location. Small tools have a tendency to walk off unintentionally in pants pockets, so please ensure that all Urban Workshop Community tools stick around to be used by the community.

Printed Name Signature Date

**Urban Workshop Etiquette:**

Urban Workshop expects and encourages you to respect our staff, instructors and your fellow members. We do not permit and will not tolerate any inappropriate conduct. The following shop etiquette suggestions are meant to ensure a positive experience for all:

1. Please be polite to the Urban Workshop staff, fellow members, students and guests.
2. DO NOT use abusive, insulting, or demeaning language or profanities in any manner or make comments that are harassing or discriminatory.
3. Please DO NOT touch other member’s work without their permission.
4. Please do NOT enter into areas that are restricted to Member Access.
5. Respect other member’s privacy. If you wish to keep what you are working on private, office spaces may be available for rent. Please ask any member of the staff for additional information.
6. Clean up after yourself thoroughly. Please leave equipment, tooling, and workstations cleaner than you found them and ready for the next member.
7. Please DO NOT hover around tools and equipment. No member should attempt to monopolize any available equipment or tools.
8. Please ask permission before giving unsolicited advice. If another member solicits your help or advice, please do your best to help them or direct them towards any member of the Urban Workshop staff.
9. Members are not obligated to and should NOT open any doors for anyone. Please allow Urban Workshop staff to decide whom to permit in the workshop.
10. Photography and video are allowed for personal and community use. Please get other member’s permission before photographing or videoing them and their projects. Always warn people before using a flash.
11. Please use your judgment when entering into any member-to-member transaction or agreement. You enter into such agreements at your own risk. Urban workshop does not provide any insurance or protection of any kind for such interactions.

I have read and understand the above Urban Workshop Membership Agreement, and agree to abide by the Terms and Conditions outlined above. I have received a copy of this Agreement in my New Membership Packet.

Printed Name Signature Date

**Photo Release**

On occasion, Urban Workshop takes photographs of our Members and their projects for marketing purposes. I hereby authorize/do not authorize (please circle one) Urban Workshop to publish the photographs taken of myself, including the surrounding areas depicted in said photographs, for use in any and all media without restriction for any private or public purpose. I also grant permission to use my name, if desired, in connection with any said publication. I further grant permission to copyright, re-use and republish photographic portraits or pictures of myself or in which I may be included intact or in part, composite or altered in character or form, without restriction as to changes or transformations made, through any and all media now or hereafter known for illustration, art, promotion, advertising, trade or any other purpose whatsoever.

Printed Name Signature Date

**PARTICIPANT LIABILITY RELEASE**

I understand and acknowledge that there are risks of personal injury, death and property damage while participating in activities and using the facilities offered by Urban Workshop. Some risks are inherent in the use of power and hand tools; other risks are inherent in making and fixing things generally; still other risks may arise from conditions, situations or activities of which I am presently unaware. All use of tools has some risk of injury, particularly when used incorrectly or unsafely.

In consideration of Urban Workshop allowing me to enter and/or utilize its facilities, I hereby release, discharge, waive, disclaim any result of my participation in any project, my use of Urban Workshop tools or equipment, or any activities incidental to such use. I also agree to defend and indemnify Urban Workshop and hold it harmless for any personal injury, or property damage arising from my conduct, even if Urban Workshop is also negligent or otherwise at fault.

I understand that the effect of my signing this document is that I (1) assume all risk of personal injury, wrongful death, or property damage I might suffer while participating in a class or otherwise using the facilities of Urban Workshop, even if it comes as a result of the negligence or other fault of Urban Workshop, (2) absolve and release Urban Workshop from the consequences of their negligence and or other fault, (3) will indemnify and defend Urban Workshop against any legal actions or other claims for damages arising as a result of my conduct. I understand that I am forfeiting important legal rights and incurring important legal responsibilities.

I understand the certain skills and safety procedures are required in order to reduce the dangers involved in project work. I agree to wear eye protection at all times when in the work areas, and to use such other safety equipment as may be required by the type of work I am performing. I understand and agree that should emergency services become necessary, the expenses are my sole responsibility and not that of Urban Workshop.

I agree that the terms of this document bind me, my heirs, assigns, executors and administrators, and protect Urban Workshop, their agents, employees, independent contractors, officers/members, lenders, members, customers, directors and shareholders.

I have read and understand the above Urban Workshop Participant Liability Release, and agree to abide by the Terms and Conditions outlined above. I have received a copy of this Agreement in my New Membership Packet.

Printed Name Signature Date

**AUTHORIZATION TO COLLECT**

I hereby authorize Urban Workshop to collect any dues and incidental charges on my membership account via my checking account via Electronic Fund Transfer, on the due date (every 30 days from Membership inception). I understand that I will be responsible for any dues payable, late fees and return check fees if fund transfer is denied by my financial institution.

Please give 30-days written notice if you would like to change your method of payment. This authorization for automatic charge remains in effect until you cancel the Membership in writing.

I have read and understand the above Urban Workshop EFT Authorization, and agree to abide by the Terms and Conditions outlined above. I have received a copy of this Agreement in my New Membership Packet.

Printed Name Signature Date

**PRIVACY POLICY**

**What information do we collect?**

We collect information from you when you register on our site, become a member, place an order, subscribe to our newsletter, respond to a survey or fill out a form. When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information. You may, however, visit our site anonymously.

**What do we use your information for?**

Any of the information we collect from you may be used in one of the following ways:

• To personalize your experience (your information helps us to better respond to your individual needs)

• To improve our website (we continually strive to improve our website offerings based on the information and feedback we receive from you)

• To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs)

• To process transactions (Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested)

• To administer a contest, promotion, survey or other site feature

• To send periodic emails (The email address you provide for order processing will be used to notify you of updates to our company, to send you offers for additional services and products, or to send you information and updates pertaining to your order)

Note: If at any time you would like to unsubscribe from receiving future emails, we include an unsubscribe link at the bottom of each email.

**How do we protect your information?**

We implement a variety of security measures to maintain the safety of your personal information when you place an order:

• We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential.

After a transaction, your private information (credit cards, social security numbers, financials, etc.) may be kept on file for more than 60 days in order to charge recurring fees for Memberships with Automatically Recurring Payments.

I have read and understand the above Urban Workshop Privacy Policy, and agree to abide by the Terms and Conditions outlined above. I have received a copy of this Agreement in my New Membership Packet.

Printed Name Signature Date

**REFUND AND CANCELLATION POLICY**

All membership, cancellation, and refund requests must be submitted directly to our office at info@urbanworkshop.net. Written confirmation will be provided for any requests submitted.

**MEMBERSHIP CANCELLATIONS AND REFUNDS**

Groupon Memberships: All Groupon Memberships are valid for 30 days, and will be set up to transition to a Month to Month Individual Membership at the end of the term. Membership payments will be automatically deducted at the end of the Groupon term unless Urban Workshop is notified in writing no less than 5 business days before the billing date. Requests to cancel a Membership after the automatic renewal has processed will be honored for the next expiration date and not refunds will be issued.

Month-to-Month Membership Refund Policy: All membership purchases are final. Month-to-Month Memberships automatically renew at the end of term unless Urban Workshop is notified in writing no less than 5 business days before the next billing date. Requests to cancel a Membership after the automatic renewal has processed will be honored for the next expiration date and not refunds will be issued.

Recurring Membership Cancellation Policy: Recurring memberships may be canceled at any time if there are no outstanding contracts or commitments. Customers with outstanding contracts or commitments must fulfill the terms of their contract or commitment before canceling their recurring membership.

Recurring memberships must be canceled no less than 5 business days before the next billing due date or one additional membership term may be charged. Requests to cancel a Membership after the automatic renewal has processed will be honored for the next expiration date and not refunds will be issued.

**CLASS CANCELLATIONS AND REFUNDS**

Refund Policy: Class refunds or a class credit can be provided if you cancel *at least* 24 hours in advance of the class. There is no refund or class credit available if you do not call prior to 24 hours before the start of the class. Students must request a refund in person or by phone regardless of how the registration was made.

Missed Classes Policy: There are no refunds, transfers, make-ups or deferments for missed classes. Please call the Urban Workshop if you believe you are going to be late or miss the class prior to the class.

Cancellation Policy: Urban Workshop reserves the right to cancel any class for any reason. Students enrolled in a class which is canceled will be notified by phone or email if a valid phone or email address has been provided. Students enrolled in a canceled class will be offered a class credit or refund for the class.

**MEMBERSHIP SUSPENSION POLICY**

Medical or Family Emergency: Any member that has a Medical of Family emergency may suspend their membership for up to 3 months. If warranted, this period may be extended at the approval of an Urban Workshop manager.

Military Deployment: Any member that serves in any branch of the armed forces may suspend their membership for the entire length of their military deployment.

I have read and understand the above Urban Workshop Refund and Cancellation Policy, and agree to abide by the Terms and Conditions outlined above. I have received a copy of this Agreement in my New Membership Packet.

Printed Name Signature Date