

# Membership & Service Agreement

Loveland CreatorSpace, a Colorado Non Profit Corporation and (print) \_\_\_\_\_, the entity or person identified on the signature page of this agreement ("Member" or "Licensee"), hereby agree that Loveland CreatorSpace will provide to the Member a license to the shared Loveland CreatorSpace facilities located in Loveland, Colorado. This Agreement is a Membership & License Agreement and is not a lease or any other form of tenancy agreement. Loveland CreatorSpace and Member agree as follows:

## 1. Duration of Agreement & Termination.

This Agreement is a Membership and shall commence on \_\_\_\_\_. This Agreement shall automatically renew on a month-to-month basis unless otherwise terminated by either party with 30 day prior written notice. Notwithstanding the foregoing paragraph and notice period, Loveland CreatorSpace reserves the right to terminate access to and use of Loveland CreatorSpace's facilities at any time, immediately and without notice, if the Member fails to comply with any provision of this Agreement and Loveland CreatorSpace's Policies and Procedures. Loveland CreatorSpace reserves the right to amend the Policies and Procedures and Services Addendum from time-to-time, and at its sole discretion. Loveland CreatorSpace will notify Member of any changes to said rules and regulations in writing and prior to such rule changes taking effect. Upon termination of this Agreement, Member shall thereafter have no further right to use Loveland CreatorSpace facilities in any manner and Member shall make no further use of Loveland CreatorSpace other than to remove personal items. All advance fees, if any shall be justly prorated and returned to Member, along with deposits, within 30 days of the termination of this agreement. Personal items must be removed from Loveland CreatorSpace within 15 days of the termination of this agreement, after which period they become property of Loveland CreatorSpace.

## 2. Description of Services.

Loveland CreatorSpace agrees to provide Member with non-exclusive right of use and access to workshop facilities, reasonable electrical power, and wireless internet access.

## 3. Member Obligations.

Member shall only use the facilities in accordance with Loveland CreatorSpace's 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 Loveland CreatorSpace, including unreasonable or inappropriate wear on equipment or damage to the building in which Loveland CreatorSpace is located ("Building"). Member shall not disturb the use and enjoyment of the Services by any other Member of Loveland CreatorSpace or the use and enjoyment of the Building by any occupant of the Building. Member shall not use Loveland CreatorSpace facilities for any inappropriate or unlawful activity including obscenity and improper use of material protected by intellectual property laws.

## 4. Fees.

Member agrees to make payments on a timely basis, by the \_\_\_\_\_ day of each month. Failure to make monthly payments will result, without further notice, in 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 Loveland CreatorSpace in connection with any late payments or past due amounts.

## 5. Risk of Use.

Member acknowledges that he/she is using the facilities with knowledge of inherent dangers involved with this operation and assumes all risk related to the same, however, arising, including, without limitation, the action of others. Member stipulates and agrees that Loveland CreatorSpace does not have any liability with respect to Member's access, participation in, use of the facilities, or any loss or damage to body or property resulting from such participation or use. Member, in its assumption of risks stated herein, additionally covenants and agrees to hold harmless, defend and indemnify Creatorspace, its officers, members and directors and landlords from any and all claims for damages or injuries to member or its guests, invitees and or licensees of the Member, as a result of negligent actions or omissions of members proximately causing damages or injuries. CreatorSpace Members are strongly encouraged to carry insurance that covers their personal equipment while using the workspace at Loveland CreatorSpace.

## 6. Interruption of Service.

Member acknowledges that due to the imperfect nature of electronic communications, electronics and utilities, Loveland CreatorSpace shall not be responsible for damages, direct or consequential, which may result from the failure of Loveland CreatorSpace to furnish any of the Services. Loveland CreatorSpace 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 same.

**7. Relationship of the Parties.**

Member is not an employee or contractor of Loveland CreatorSpace. Loveland CreatorSpace has no right to work produced by Members or guests working at Loveland CreatorSpace. 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 Loveland CreatorSpace in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of Loveland CreatorSpace, 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 Loveland CreatorSpace of any payment, or of a sum less than is due, shall not be construed as a waiver of any of Loveland CreatorSpace’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 MEMBER.**

This agreement is subject and subordinate to a lease by and between Loveland CreatorSpace 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 Colorado.

Member Name: \_\_\_\_\_ Monthly Rate \_\_\_\_\_

Company (if any) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Relation: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Over 18?       Yes       No (Guardian required)

Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_

Loveland CreatorSpace Signature \_\_\_\_\_ Date: \_\_\_\_\_