



# MSYK Membership Agreement

The terms set forth in this Agreement express Makerspace YK's (MSYK) and the Member's mutual interest in fostering and maintaining a welcoming, safe, and productive working environment for all of its members. This Membership Agreement (the "Agreement") is by and between Makerspace YK and the individual or entity identified on the signature page of this agreement (herein referred to as "Member"). This Agreement sets forth the terms and conditions governing the Member's access and use of Makerspace YK's facilities, including equipment leased or owned by Makerspace YK located at 5001 Forrest Drive, Yellowknife, NT.

The Member agrees to the following:

## Duration of Agreement

The initial term of this Agreement shall commence on the date the Agreement is signed and shall automatically renew each month from the first membership payment unless terminated by the Member, revoked by Makerspace YK staff, or if there are changes to the membership tier made by Makerspace YK.

## 1. Membership and Community Rules

- A. In exchange for the timely payment of membership fees to Makerspace YK and compliance with the rules and conditions contained in this Membership Agreement and Makerspace YK's "User Operations & Safety Policy" and "Community Guidelines", the Member shall be entitled to use the facilities provided by "Makerspace YK" at Unit 101, 5001 Forrest Drive Yellowknife, NT pursuant to the membership category, shop and digital lab/Hackspace rules and any other conditions set by Makerspace YK.
- B. The Member agrees to be fully bound by the terms and conditions set by Makerspace YK in its Community Guidelines and other policies which may be amended from time to time. Makerspace YK shall provide each Member with any updates to the Guidelines, Policies or any other rules or procedures as they come into effect.
- C. The Member shall comply with all local, territorial, and federal rules and regulations applicable.
- D. The Member shall comply with all rules and regulations pertaining to accessing and utilising the 5001 Forrest Drive property in general.
- E. The Member shall not use any tools not authorized by Makerspace YK while using Makerspace YK facilities.



- F. The Member agrees to refrain from the unsupervised operation of any tool that he/she is not appropriately trained and authorized to use.

**G. Membership Dues**

Membership fees shall be charged based on the membership category of the member. The Member's start date shall be the date of first payment and will automatically renew each month unless the membership is cancelled by the Member, or revoked by MSYK. Membership can be paid online through the membership portal on our website. Other forms of payment such as cash will only be accepted on a case-by-case basis upon discussion with Makerspace staff.

**H. Membership Access Cards**

Members will be issued an Membership Access Card which can be used to sign-in before using the Makerspace YK facilities. Members shall notify the Makerspace YK staff if their Membership Access Card is lost, misplaced or otherwise out of their control. Members shall not give their Membership Access Card to anyone else.

**I. Membership Benefits**

Some tiers of membership will include benefits like discounted workshops, or discounted rates for laser cutting, 3D printing or materials. This information will be updated for each membership tier on our website. These rates and discounts are also subject to change and any changes will apply to the membership tier on the next monthly renewal.

**J. Membership Refunds and Transfers**

Memberships cannot be refunded. If a member wants to discontinue their membership they can do so by cancelling their membership online, or emailing Makerspace YK staff at [membership@makerspaceyk.com](mailto:membership@makerspaceyk.com).

Memberships cannot be transferred to, or shared with another individual, group, organisation or other entity.

## **2. Compliance and Obligations**

The following policies are in place to ensure fair and safe access for all members of the Makerspace YK facility. Failure to abide by the below policies may result in termination of membership, or in the Member being held responsible for replacement cost and labour cost of damaged Makerspace YK property.

**A. Woodshop Access:**

To access the woodshop, Members must first meet with a Makerspace YK Shop Manager



and/or Volunteer Supervisor to complete the Beginner Woodshop Orientation. This workshop will review the safety procedures and some of the basic tools/equipment in the woodshop. Orientations are scheduled weekly and can be booked on our website at <https://www.makerspaceyk.com/workshop-registration> or by contacting Makerspace YK staff.

Completing the Beginner Woodshop Orientation DOES NOT allow members to use all the tools and equipment in the Makerspace YK woodshop facility. Restricted tools and equipment require additional safety training and specific orientation. More information on training and tool use can be found at: <https://www.makerspaceyk.com/training>.

#### **B. Hackspace/Digital Lab Access:**

To access the Hackspace/Digital Lab, Members must first meet with a Makerspace YK Hackspace Manager and/or Volunteer Supervisor to complete the Beginner Hackspace Orientation. This workshop will review the basic safety procedures and overview of the equipment in the digital lab. Orientations are scheduled weekly and can be booked on our website at <https://www.makerspaceyk.com/workshop-registration> or by contacting Makerspace YK staff.

Completing the Beginner Hackspace Orientation DOES NOT allow members to use all the tools and equipment in the Makerspace YK digital lab facility. Restricted tools and equipment require additional safety training and specific orientation. More information on training and tool use can be found at: <https://www.makerspaceyk.com/training>.

#### **C. Accessing Restricted Tools/Equipment and Unsupervised Access**

To access restricted tools/equipment, or to access the space without supervision, Members must first meet with the Makerspace YK Shop/Hackspace Manager and/or Volunteer Supervisor to complete the proper Safety Orientation and Equipment Certification workshop associated with the relevant restricted tool/piece of equipment. Upon completion of the certification, the Member's file and Training Card will be updated. Then the Member shall be permitted to access and use the relevant restricted tools/equipment.

#### **D. Tool & Equipment Safety**

Makerspace YK will not be held responsible for any injury sustained by a Member using any equipment, machinery, tool, or shop in the facility. All Members are responsible for their own safety, including wearing the proper safety equipment (Personal Protective Equipment or "PPE") in any spaces or situations where tools are operated that could



cause eye, ear, or other bodily injury.

Members shall not use any piece of machinery or equipment unless they have been properly trained in its use. Members shall ask for assistance from the Makerspace YK shop/Hackspace Manager, Makerspace Staff or Volunteer Supervisor if they do not know how to operate a specific piece of machinery or equipment.

#### **E. Tool & Equipment Care**

If a Member notices that any piece of equipment, machinery, or tool is not working properly, the Member shall stop using the equipment and notify the Makerspace YK shop/Hackspace Manager, Makerspace Staff or Volunteer Supervisor immediately.

Members using any equipment, machines, shops in the facility, tools, or other equipment in this facility shall leave all such tools, equipment and machinery in the proper storage condition, at least the way it was found if not better (i.e.: clean up all messes, store the tools in their proper location, make sure all lock and safety features are activated before leaving the tool unattended).

#### **F. Tool & Equipment Borrowing**

Currently Makerspace YK tools, equipment or property are not available for loan to Members and may not be taken off premises without the written consent of the Makerspace YK Shop and/or Hackspace Manager.

#### **G. Materials**

At times there may be materials for purchase available at Makerspace YK. Materials costs are not included in any of our drop-in session rates and/or memberships. For personal projects, users are expected to cover the cost of materials.

Members can bring their own materials in as long as they follow our Material guidelines. Refer to <https://www.makerspaceyk.com/materials> to see a full list of approved and banned materials. Some materials may require inspection and pre-approval from Makerspace YK staff before use at our facilities.

Members are responsible for taking care of the materials they bring in including the disposal of waste, off-cuts, and any left-over materials and items. Please consult with Makerspace YK staff if you would like to donate your materials to the scrap bin.

#### **H. Temporary Storage**

Currently Makerspace YK does not offer long term storage for projects, regardless of membership level. Temporary storage is only allowed with the express consent of the



Makerspace YK Shop and/or Hackspace Manager. Members shall clearly label all personal materials and projects in the facility with the Member's full name, phone number, and projected move date.

If projects have not been removed after the projected move date, Makerspace YK will notify the Member. If there is no response and/or action **1 week** after the notification is sent out, Makerspace YK has the right to dispose of the stored item/material/project by any means necessary.

Makerspace YK is not responsible for any damage to projects or material stored in the facility. The Member understands that spaces may be reserved for workshops from time to time. The Member shall comply with restricted availability when necessary.

**I. Guests:**

*Only Members are allowed to use tools and equipment at Makerspace YK , unless specified otherwise (ex. Orientations, drop-in), provided that a Member may bring outside guests but only with prior authorization from Makerspace YK management.*

### **3. Membership Term And Termination:**

- A. The Member's active membership in the Makerspace YK shall begin when the member registers and provides payment for the membership. The membership will continue so long as membership fees are paid in a timely manner and the Member abides by all posted and provided rules, policies and conditions of Makerspace YK.
- B. The Member understands that membership is not a guarantee. Engaging in any rude, unsafe, unlawful, or unwarranted behaviour may result in immediate termination of membership without refund.
- C. Should the Member wish to cancel their membership, they can do so online through our membership portal or by contacting Makerspace YK staff at [membership@makerspaceyk.com](mailto:membership@makerspaceyk.com). Access to the facility/tools/equipment and any other benefits based on the subscribed membership tier will terminate on last day of monthly renewal cycle in which the membership was cancelled.
- D. Membership prices, benefits and terms are subject to change. Members will be notified by email when these changes will be in effect.



#### 4. Warranty Disclaimer:

- A. Makerspace YK provides the Makerspace facility, tools, materials, equipment, and all services associated with this membership and any workshops on an “as is” and “as available” basis without warranties of any kind, either express or implied. Makerspace YK disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.

#### 5. Limitations and Liability Waiver:

- A. Member has read, understood, agreed to, and signed a **Waiver of Liability and Hold Harmless Agreement** prior to the use of Makerspace YK facilities, and/or attendance at any workshop provided by Makerspace YK. No Member nor any other person is permitted to use the facilities, tools, or machinery for any reason without the acceptance and signing of the **Waiver of Liability and Hold Harmless Agreement**.

I hereby acknowledge and agree to adhere to the terms and conditions of the **Membership Agreement**, as stated above.

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Releasor (Print Name)

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Date

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Signature