

MEMBERSHIP AGREEMENT

This Membership Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____, 20__ by and between the following parties:

Sawdust Studios ("Organization"), having its principal place of business at the following address:

2207 Nelwood Dr, Unit 105
Columbia, MO 65202
Website Address: www.sawduststudioscomo.com
Email: info@sawduststudioscomo.com

and

all current and future members of the Organization, specifically here the following member: _____ ("Member"), the current individual agreeing to the terms of this Agreement, having a residence at the following address:

Email: _____

Organization and Member may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Organization is designed for the following purpose, elaborated on more fully below: community woodshop;

WHEREAS, Member would like to join Organization and acknowledges and agrees to be bound by the terms and conditions listed herein;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do agree as follows:

Article 1 - MEMBERSHIP:

This Agreement forms a legally binding agreement between Member and Organization and governs the Member's access and use of the Organization's services (the "Membership Services") and physical facilities. This Agreement also covers the Organization's provision of services (the "Membership Services") and physical facilities. Hereinafter, "you" and other third-person pronouns will refer to Member.

BY ACCESSING OR USING ANY OF THE MEMBERSHIP SERVICES, YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF THE MEMBERSHIP SERVICES, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY OF THE MEMBERSHIP SERVICES.

Article 2 - MEMBERSHIP SERVICES:

The Membership Services provided by Organization are as follows:

woodshop access, tools use, woodworking classes, woodshop events, and related services

The Membership Services will specifically include the ability and responsibility of the Organization to deal with all requisite third parties.

The Membership Services provided by the Organization also include the use of the Organization's physical facilities at the following address:

2207 Nelwood Dr, Unit 105
Columbia, MO 65202

Article 3 - FEES:

A registration and safety class fee of the following amount is required: \$50.00 (fifty US dollars).

Member will be responsible for the payment of fees ("Fees") to the Organization as follows:

Full Member: Bi-weekly in the amount of \$35.00 (thirty-five US dollars)

Apprentice Member: Bi-weekly in the amount of \$17.50 (seventeen and 50/100 US dollars)

The first two Fee payments are due at the time of Safety Class. And the third Fee payment is due 28 days following date of Safety Class completion. Thereafter, Fees are due as described above.

Fees may be paid via the following methods:

Credit/Debit Card

If Fees are not paid when due, the following late charge will be applicable:

N/A

Article 4 - TERMINATION:

This Membership Agreement shall continue until terminated by either Party.

In order for Member to cancel, a written notice must be provided to Organization, the following amount of days before the next billing cycle: 15.

This Agreement may also be immediately terminated in the event that there is a breach of the terms of this Agreement by either Party. This Agreement will also immediately terminate upon the death of the Member, the inability of the Member to pay the Fees required, the liquidation, dissolution or discontinuance of the Organization by the Organization in any manner, or the filing of any petition by or against the Organization under federal or state bankruptcy or insolvency laws.

Article 5 - LIMITED LICENSE:

Member acknowledges and agrees that the Organization's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the Organization or its affiliates, licensors, or suppliers.

Member acknowledges and agrees that the source and object code of certain Membership Services and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of Organization and its affiliates, licensors, and suppliers.

Member expressly agrees not to do anything inconsistent with Organization's ownership of all of the intellectual property discussed herein. Member further agrees that there are no rights, title, or interest in or to any Membership Services, except as stated in this Agreement. In addition, except as expressly set forth in this Agreement, Member is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of Organization or any third party.

For any Membership Services which enable you to use any software, content, equipment or other physical or non-physical materials owned or licensed by us, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the specific Membership Services, and any related software, content, equipment or other materials FOR YOUR PERSONAL, NON-COMMERCIAL USE ONLY.

Article 6 - RESTRICTIONS:

You are prohibited from, and expressly agree that you will not:

- (i) circumvent or disable any content protection system or digital rights management technology used with any Membership Services;
- (ii) decompile, reverse engineer, disassemble or otherwise reduce any Membership Services to a human-readable form;
- (iii) remove identification, copyright, or other proprietary notices in or on the Membership Services;
- (iv) access or use any Membership Services in an unlawful or unauthorized manner, or in a manner that suggests an association with our content, products, services or brands, unless you have an executed agreement with us that allows for such activity;

(v) use, alter, copy, modify, store, sell, reproduce, distribute, republish, download, publicly perform, display, post, transmit, create derivative works of, or exploit any Membership Services or any part thereof, except as expressly authorized in this Agreement or as part of the Membership Services provided to you;

(vi) introduce a virus or other harmful component, or otherwise tamper with, impair, or damage any Membership Services or connected network, or interfere with any person or entity's use or enjoyment of any of the Membership Services;

(vii) access, monitor, or copy any element of the Membership Services using a robot, spider, scraper or other automated means or manual process without our express written permission; or

(viii) sell, resell, or make commercial use of the Membership Services, unless you have an executed agreement with us that expressly allows for such activity.

Article 7 - THIRD PARTY SERVICES:

Certain Memberships Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials ("Third-Party Services"). We do not control any Third-Party Services. We additionally make no claim or representation regarding the third-party services and accept no responsibility for, the quality, content, nature, or reliability of Third-Party Services accessible from our websites, application, software or any other element of the Membership Services. There is no implied affiliation, endorsement, or adoption by the Organization of these Third-Party Services and we shall not be responsible for any content provided on or through these Third-Party Services. You should read the terms of use and legal agreements that apply to these Third-Party Services.

Article 8 - MEMBER CONSENTS:

Member agrees that the Organization offers its membership program with no guarantee of results of any kind. Member agrees that any results that occur during their membership, whether positive or negative, are the effects of Member's own personal choices.

Member agrees and verifies that all of the information they have given the Organization and its representatives is accurate, up to date, and without the omission of any requested information.

Member agrees and verifies that even if they have omitted any necessary personal information, whether knowingly or unknowingly, they will hold the Organization harmless against all liability for any damages that may occur to Member or others because of Member's actions or inactions.

Member agrees to notify the Organization Membership Group of any changes or upcoming changes concerning their personal information.

Article 9 – MEMBERSHIP POLICIES:

Member agrees that they have fully read and understand the terms, conditions, and member policies as outlined in the Sawdust Studios Member Manual at <https://sawduststudioscomo.com/membership-1>. Member agrees to abide by the terms, conditions, and member policies outlined therein. Member understands the Member Manual

is a live document that is subject to change from time to time, and agrees to abide by any changes or amendments incorporated thereto.

Article 10 - REPRESENTATION:

Member agrees that they are over 18 (eighteen) years of age and may legally consent to and enter into this Agreement. If Member is under the age of eighteen (18) years old, the parent or legal guardian of Member (in either event, the “Guardian”) must execute this Release on behalf of Member.

Article 11 - ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the Member and the Organization with respect to any and all use of the activities and facilities. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the Parties' relationship.

Article 12 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 13 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

Article 14 - SEVERABILITY:

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

Article 15 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Missouri. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Organization will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The

Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 16 - GOVERNING LAW:

This Agreement shall be construed under and in accordance with the laws of the State of Missouri. All claims related to this Release, or Participant's use of the Facility, or any claims related thereto, shall be initiated and maintained only in State Courts of the State of Missouri located in Boone County, Missouri.

Article 17 - NOTICES:

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other, personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

Article 18 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

Member Name (or Parent or Guardian if a minor)

Member Signature (or Parent or Guardian if a minor)

Organization Name

Organization Representative Name

Organization Representative Signature