



GENERATOR, INC.

MEMBERSHIP AGREEMENT

This Membership Agreement (the “Agreement”) is by and between Generator, Inc., a Vermont nonprofit corporation (herein referred to as “Generator” or “Company”), 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 the shared Generator facilities and premises, including equipment leased or owned by Generator, located at 40 Sears Lane, Burlington, VT, 05401 (the “Facilities”).

Generator and Member agree as follows:

1. Duration of Agreement & Termination:

The term of this Agreement shall commence today and shall continue on a month to month basis (see date of activation on the signed agreement). The Member or Company may terminate this Agreement at any time with 30 days advance notice to the other party. Notwithstanding the foregoing, Company reserves the right to terminate this Agreement at any time, immediately and without notice if Member fails to comply with any provision of this Agreement, the “General Policies and Procedures,” and the “Membership Addendum” attached hereto, as well as any additional policies and procedures that may be adopted by Generator from time to time.

Upon termination of this Agreement, Member shall remove all personal possessions from the Facilities within 10 days of the termination of this Agreement, after which period all Member’s personal possessions shall become property of Generator. Generator may use or dispose of any such property in its sole discretion.

2. Member Obligations:

(a) Member shall only use the Facilities in accordance with the terms and conditions of this Agreement and all attachments hereto as amended from time to time by Generator. Member also agrees that Member shall follow all other rules and regulations adopted by Generator for the Facilities, including, but not limited to, safety and equipment operation procedures.

(b) Member agrees to keep the shared spaces of the Facilities in a neat, clean and safe condition and shall not store any possessions in areas of the Facilities accessible to all Generator members unless permitted by Generator. Member agrees to refrain from the accumulation of materials that cause overflow within any studio or storage space reserved for Member’s use and shall remove any such materials upon the request of Generator.

(c) Member will not damage the Facilities, including causing unreasonable or inappropriate wear on Generator’s equipment.

(d) Member shall not disturb the use and enjoyment of the Facilities by any other member of Generator.

(e) Member agrees to respect the privacy and property of others, and to respect the physical security of other members' possessions, materials, and space.

3. Fees:

(a) Member agrees to pay the monthly fees in the amount detailed in the Membership Addendum (the "Fees"). In addition, Member shall pay all reasonable third-party fees (attorney's fees, debt collection fee, fees for repair of damage to Generator tools due to excessive or improper usage) and other costs incurred by Generator in connection with any late payments or past due amounts.

(b) Payment. All Fees must be paid according to the following terms:

Fees are due upon receipt of monthly billing notification. Billing occurs monthly from the date of sign up.

Late fees, in the amount of 5% of the monthly Fees, will be charged as of 5 days after the payment due date. This Agreement may be terminated if Fees remain unpaid for more than 15 days after the due date of such Fees.

5. Member Representations and Warranties:

(a) Member accepts and assumes all responsibility for and irrevocably waives any and all claims in connection with any risk, accident, death, injury or damage to Member or Member's property (including, without limitation, loss or theft of such property) occurring on or about the Building and/or Facilities or arising directly or indirectly from the Member's presence, use, provision or performance of services or participation in activities on or about the Facilities, including the use of any equipment, hardware or tools within the Facilities, even if provided by the Releasees (as defined below) or by a third party. Member further understands and agrees that the Releasees assume and have no liability for loss, damage, or any kind of injury sustained by Member or Member's property while on or about the Facilities.

(b) Member shall comply with all applicable laws, rules and regulations and any stated and/or customary terms and conditions for Member's presence on the Facilities and the performance or provisions of any services thereon. Member agrees that if Member observes any hazardous condition at the Facilities, Member will immediately bring such information to the attention of an employee or officer of Generator immediately.

6. Indemnification:

MEMBER HEREBY RELEASES AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS Generator its respective officers, officials, members, affiliates, agents and/or employees, other participants, and owners and lessors of the Premises (collectively, the "Releasees"), from and against any and all liabilities, claims, demands, damages, rights of action, suits or causes of action, resulting from or arising out of or in connection with Member's actual or intended presence, occupancy, use, provision or performance of services or participation in activities on or about the Facilities and the use of any equipment on the Facilities, whether arising from the

negligence of the Releasees or otherwise, expressly including all damage that Member causes to equipment owned or leased by Generator.

7. Disclaimer of Liability:

(a) GENERATOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ITS SERVICES, MATERIALS, AND FACILITIES PROVIDED PURSUANT TO THIS AGREEMENT.

(b) GENERATOR NOR ITS BOARD MEMBERS, OFFICERS, EMPLOYEES, AGENTS, OR PARTNERS SHALL BE LIABLE TO MEMBER, OR TO ANY OTHER PARTY, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN ANY MANNER FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT, OR ANY OTHER CAUSE OF ACTION, EVEN IF GENERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS.

8. Confidentiality:

(a) Member and Generator recognize that, in the course of this Agreement, Member or Generator (the "Disclosing Party," as applicable) may provide the other party (the "Receiving Party") with confidential or proprietary information regarding the Disclosing Party's business, products, operations, advertising, promotions, plans, competitive strategies, product characteristics, market research, customer information, and any other non-public confidential information supplied by the Disclosing Party and relating to the Disclosing Party's business ("Confidential Information"). The Receiving Party agrees not to disclose any of the Disclosing Party's Confidential Information to any third party, and not to use any such Confidential Information for any purpose, other than as is necessary to perform services in accordance with this Agreement or as specifically authorized by the Disclosing Party. Further, the Receiving Party agrees to return to the Disclosing Party, upon the Disclosing Party's request, any of the Disclosing Party's Confidential Information.

(b) Additionally during the course of this Agreement, Member understands that it may have access to or be exposed to other Generator member's Confidential Information. For the term of this Agreement and for a period of three (3) years thereafter, Member agrees not to disclose any of the other member's Confidential Information to any third party, and not to use any such Confidential Information for any purpose, except as explicitly authorized by the other member. Further, Member agrees to return to the other member, upon the other member's request, any of the other member's Confidential Information if Member is in possession thereof.

(c) For the purposes of this Agreement Confidential Information does not include:

- i. Information which is or becomes public knowledge through no fault of the Receiving Party's;
- ii. Information that is known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the Receiving Party;

iii. Information that is learned by the Receiving Party from a third party that is not known by the Receiving Party to be under a confidentiality obligation to the Disclosing Party; and

iv. Information that is independently developed by the Receiving Party without use of any of the Disclosing Party's confidential information.

v. In addition, the Receiving Party shall be entitled to disclose any Confidential Information that is required to be disclosed by law or legal process; however, the Receiving Party agrees to provide the Disclosing Party with prompt written notice of the required disclosure so that the Disclosing Party, if it so chooses, may attempt to limit the disclosure and obtain confidential treatment of the information.

9. Intellectual Property:

Member understands and agrees that Generator cannot provide protection of Member's intellectual property and undertakes no obligation to protect Member's intellectual property.

10. Relationship of the Parties:

Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute either party as an agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

11. Unlawful Activities Prohibited:

Member shall not use the Facilities for any inappropriate or unlawful activity including obscenity and the unlicensed use of material protected by intellectual property laws.

12. 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.

13. Waiver:

No delay or omission on the part of Generator in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of Generator, 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 Generator of any payment, or of a sum less than is due, shall not be construed as a waiver of any of Generator's rights unless such waiver is in writing.

14. Amendments:

Generator reserves the right to amend the terms of this Agreement from time to time and at its sole discretion, without the consent of Member. Generator will notify Member of any amendments in writing, prior to such amendments taking effect.

15. Conflict of Provisions:

In the event of a conflict between the provisions of this Agreement and the Membership Addendum, the General Policies and Procedures or the Waiver and Release of Liability, this Agreement shall control.

16. No Assignment:

Member shall not have the right to assign its rights and obligations under this Agreement to any party.

17. Subordination:

This Agreement is subordinate to a lease or occupancy agreement between Generator and the owner of the Building in which the Facilities are located. In the event that Generator's right to occupy the Building is terminated, Generator may terminate this Agreement immediately without notice. Notwithstanding the foregoing and anything in the contrary to this Agreement, nothing in this Agreement shall be construed to grant a leasehold or tenancy interest in the Building to the Member.

18. Entire Agreement:

This Agreement and the attached General Policies and Procedures, Membership Addendum and Waiver and Release of Liability, as well as any exhibits, schedules and attachments, supersede all prior agreements, whether written or oral, between the parties with respect to its subject matter, and there are no covenants, promises, agreements, conditions or understandings, written or oral, except as herein set forth.

19. Governing Law:

This Agreement and the attached General Policies and Procedures, Membership Addendum and Waiver and Release of Liability, as well as any exhibits, schedules and attachments, shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to principles of conflict of laws that would require the application of any other law.

20. Signature

Acknowledge and agree to these terms and conditions by signing the last page.

MEMBERSHIP ADDENDUM

Membership at Generator permits you to access our facilities at 40 Sears Lane, Burlington, Vermont, 05401 during the hours listed below. This schedule is subject to change, depending on the needs of our community. Individuals, organizations and companies are eligible to purchase memberships at Generator.

Prospective members wishing to purchase a studio or storage membership must also purchase a general membership to Generator. In the event that studio or storage memberships are currently unavailable, you may sign up for our waiting list.

If this Membership Addendum is amended by mutual agreement of Generator and the undersigned member, the latest Membership Addendum, as amended, shall prevail over any previously-executed Membership Addenda. Notwithstanding the foregoing, Generator reserves the right to amend the terms and conditions of this Membership Addendum from time to time without the consent of any member; the Membership Addendum, as so amended, shall prevail over any previously-executed Membership Addenda. Generator also reserves the right to enter studio or storage space reserved for a member's use at any time and for any reason.

Current Pricing and Schedule:

Studio: \$265/month

Includes reservation of 56 sf. of space for your use in our facility & 24/7 access

General: \$90/month

7 days a week 10:00am - 9:00pm

Volunteer*: \$35/month

7 days a week 10:00am - 9:00pm

* 24/7 keyed access granted after 3-months of exemplary service. This includes showing up on time on assigned days, routinely completing volunteer tasks and demonstrating care and stewardship for the facility and community.

Exchange*: \$0/month

7 days a week 10:00am - 9:00pm

* UVM & Champlain students only.

GENERAL POLICIES, PROCEDURES AND COURTESIES

Generator strives to provide a safe, productive and fun work environment for its members. In light of this mission, you must obey all of Generator's policies and procedures for working in our facility. Please take them seriously. Failure to obey our policies and procedures can make our facilities dangerous or unwelcoming to others, and such actions on your part may result in your membership being terminated without notice. We reserve the right to change our policies and procedures from time to time, and will provide notice to members of any new policies and procedures or any changes to existing ones.

1. Safety Policies & Procedures:

Obey all posted signs and literature pertaining to safe use of our facilities. Use common sense at all times with respect to safety, and diligently observe all policies and procedures which we may establish from time to time for the safe use of our facilities.

(a) These include, but are not limited to, policies and procedures relating to securely locking up our facilities, appropriate shop clothing and protective gear, techniques for safe equipment use, material-specific precautions for equipment and machine tool lockouts. If you have any questions regarding our safety policies or the safe use of our facilities, contact the executive director immediately. Maintain a clean and clutter free workspace, dispose of all waste and return all tools to their dedicated storage location when finished with work.

(b) No volatile organic compounds (VOCs) are allowed in common work areas. If you are asked by a member of the staff or volunteer shop lead to stop using a noxious or potentially harmful substance you must comply immediately. Failure to do so will result in disciplinary proceeding which could result in the termination of this agreement. In all cases, you are encouraged to seek out alternatives to the use of VOC's including hardware and other materials.

3. Key Management:

Studio members and volunteers who have been with us longer than 3 months have keyed 24/7 access.

(a) Keys may not be shared or duplicated.

(b) Members with 24-hour access privileges must get permission from the Executive Director to use the facilities between midnight and 6am.

(c) Loss or theft of a member's key must be reported immediately to Generator staff. Replacement keys may be purchased for \$5.

4. Equipment Safety & Use:

Safety glasses are required when entering the shop area and when using equipment and tools. Do not use equipment if you are not trained and comfortable with that piece of equipment. The operation of machinery is at your own risk. If you have any questions about how to use our equipment, always ask for help from a volunteer, member or staff. Tool training is required for all major equipment use. Report any malfunctioning equipment to Generator staff immediately and do not use any equipment that is not functioning properly. Equipment may not be removed from Generator property.

5. In Case of Emergency:

First aid kits and fire extinguishers are found throughout the Generator. If an injury occurs, notify Generator staff or a volunteer immediately. An Accident Report must be completed within 24 hours. Accident reports are located in the volunteer binder at the front desk as well as behind the tool training list in each shop area.

6. Shared Safety:

Please stay on the lookout for unsafe behavior and approach and offer feedback to fellow members if you believe they are working unsafely. Please notify staff immediately if you believe any piece of equipment or infrastructure to be unsafe. All members must comply immediately with instructions given by staff and volunteer shop leads. Failure to comply may result in disciplinary procedures and could end in termination of the membership agreement.

7. Courtesy of Individual Spaces:

If you are a studio member, please keep your space relatively orderly. We understand that invention can sometimes be a messy process, but if a Generator staff member asks you to clean your space, please comply with the request. Do not enter any other member's studio space without that member's explicit permission.

Studio members are asked to limit construction of your spaces to shelving against the back wall to a maximum height of 8 feet. Do not affix additional hardware or construct additions to the surface of partition walls.

If you construct internal assemblies (such as attached work surfaces) these become the property of Generator when you leave.

8. Courtesy of Shared Spaces:

Keep noise levels to a respectful minimum for the comfort and enjoyment of those in the immediate area. No loud music, tool use or other noise will be permitted in the facility's shared areas without the explicit permissions of the members around you. No fumes or flames are permitted in unventilated areas. Please restore Generator's shared work spaces to be as clean as when you found them – or cleaner. Do not interrupt any official Generator activities or classes in the shared spaces.

9. Lost or Stolen Items:

Generator is not responsible for any lost or stolen items.

10. No Discrimination:

Generator does not discriminate because of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, or veteran status and seeks at all times to promote an inclusive and respectful community. In both in-person and electronic interactions, Generator requests that members behave respectfully, courteously, and professionally to fellow members. Generator takes a zero-tolerance stance against discrimination and harassment (see "Zero Tolerance Harassment Policy" in this document). No discrimination, harassment, or hate speech shall be tolerated.

11. Drug & Alcohol Use; Illegal Activity:

Generator is a non-smoking facility. The use of drugs, alcohol or any other substances impairing your ability to use any of Generator's equipment is expressly forbidden. All illegal activity is strictly prohibited. The use of drugs or alcohol or participation in illegal activity is grounds for immediate removal from the premises. We may occasionally allow events to be hosted at our facility where alcohol is served.

12. Food:

Under no circumstances may food be stored in the shared spaces or in a member's studio or storage space. Any food found in the shared spaces will be discarded.

13. Community:

Generator seeks to maintain an active community, as this best serves our members. We invite you to make full use of your membership opportunities. Please note, however, that if you do not regularly visit our facilities, we reserve the right to terminate your membership and/or use of studio or storage space.

14. Guests:

You may invite non-member guests but they are not permitted to use our equipment or interfere with our members' use of our facilities. Anyone desiring to make use of our shared spaces must become a member of Generator. If you invite a guest into Generator's facilities, you will be responsible for any damages or consequences arising from his or her actions. Generator reserves the right to refuse entry to any guests or ask guests to leave our facilities for any reason.

15. Publicity:

Generator will obtain your verbal permission before disseminating any images obtained at the Facility. Third parties will be asked to provide Generator with Photo Release forms for any photographs for publication in print or electronic form.

16. Contact Information and Emergency Contact:

For your safety, you must notify Generator of any changes to your contact information, including your emergency contact person and that person's contact information. As a condition to your access to the Generator's facilities, you agree to keep your contact information (including emergency contact information) current at all times.

Questions? Please contact the Executive Director at director@generatorvt.com.

GENERATOR, INC
ZERO TOLERANCE HARASSMENT AND DISCRIMINATION POLICY

Generator is dedicated to providing a harassment-free experience for all its members, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, or religion, or other legally protected characteristic. We do not tolerate harassment at our events or in our space in any form.

Harassment can take many forms such as words, signs, jokes, pranks, physical contact, verbal or nonverbal communication, intimidation, unwanted advances, stalking, photographing and recording, and encroachment on physical space. It includes behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale, and that runs counter to the atmosphere of courtesy and respect we desire to maintain.

All members are expected and required to abide by this policy. No person will be adversely affected in membership as a result of bringing complaints of harassment.

If you feel you have been harassed or witness the harassment of another, you should immediately report the matter to the Executive Director. If that person is not available, or if you feel it would be unproductive to inform that person, you should immediately contact the Chair of the Governance Committee.

All complaints will be treated seriously and handled in as discreet and confidential a manner as is possible under the circumstances. All complaints will be investigated in a fair, prompt, and thorough manner, and any necessary corrective action will be taken where appropriate.

Any member found to have engaged in improper harassing behavior will be subject to disciplinary action up to and including the immediate termination of membership. Further, Generator reserves the right to alert appropriate authorities in its sole discretion. Filing groundless or malicious complaints will be treated as a breach of this policy.

GENERATOR, INC.
MEMBERSHIP AGREEMENT SIGNATURE PAGE

By signing this page I agree to abide by the terms and conditions governing my access and use of the shared Generator facilities and premises, including equipment leased or owned by Generator.

Over 18: Yes No

If you are not over 18 years a parent or legal guardian must sign below.

Date

Print Name

Signature

Please check desired membership level:

Studio: \$265/month

General: \$90/month

Volunteer: \$35/month

Exchange (UVM or Champlain): \$0/month

FOR MEMBERS UNDER AGE 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/ her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's presence, occupancy, use, provision or performance of services or participation in activities on or about the Premises as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES.

Date

Print Minor's Name

Parent/Guardian Signature

EMERGENCY PHONE # _____