



## 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 as of the date set forth on the signature page of this Agreement and shall continue on a month to month basis. 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.

#### **4. 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.

#### **5. 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.

#### **6. 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.

#### **7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. Conflict of Provisions:**

In the event of a conflict between the provisions of this Agreement and the Studio Member Addendum or Member Storage Addendum, or the Waiver and Release of Liability, this Agreement shall control.

**15. No Assignment:**

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

**16. 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.

**17. Entire Agreement:**

This Agreement 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.

**18. 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.

**19. Signature Acknowledge and agree to these terms and conditions by signing the Membership Agreement.**

**GENERATOR, INC. MEMBERSHIP AGREEMENT SIGNATURE**

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.

\_\_\_\_\_  
Print Name & Date

\_\_\_\_\_  
Signature

For rates and additional information, please visit <https://generatorvt.com/membership/#account/join>

Over 18: Yes [ ] No [ ]

**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.

Print Minor's Name & Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Emergency Phone Number # \_\_\_\_\_

EMERGENCY PHONE # \_\_\_\_\_

## **GENERATOR, INC. HARASSMENT & 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.



**Emergency Names and Phone**

Designated Responsible Official  
 Name: Elliott Katz, Operations Manager  
 Phone: (802) 540-0761  
 operations@generatorvt.com

Champlain College Facilities Department  
 Attn: Lisa Martinez  
 (802) 860-2705  
 (802) 316-6098

