



## GENERATOR, INC. STUDIO MEMBER ADDENDUM

This STUDIO MEMBER ADDENDUM 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 Studio Member Addendum (herein referred to as “Studio 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 Ln., Burlington, VT (the “Facilities”).

### 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 for a minimum 6 month rental period. If the 6 month lease is broken prematurely, the Studio Member forfeits his/her/ their security deposit. After the 6 month period, The Studio 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 Studio Member fails to comply with any provision of this Agreement, as well as any additional policies and procedures that may be adopted by Generator from time to time.

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

### 2. Studio Member Obligations:

(a) Studio 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. Studio Member also agrees that Studio 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) Studio 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. Studio Member agrees to refrain from the accumulation of materials that cause overflow within any studio or storage space reserved for Studio 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. Deposit:

Upon signing this Studio Member Addendum, prospective Studio Members will be required to submit a damage deposit. Generator will refund studio fees and the damage deposit to the prospective member if Generator’s staff ultimately determines that the prospective member is not a good fit as a Studio Member. All Studio Members who leave their space clean when they terminate their membership, will receive their deposit back.

### 4. Fees:

(a) Studio Member agrees to pay the monthly fees in the amount detailed in the “Membership” section of Generator’s website. In addition, Studio 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) 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.

For studio rates and additional information, please visit <https://generatorvt.com/space/studios-and-lockers/>

#### **5. Sublet, third party assignment:**

Under no circumstances may a Studio Member attempt to sublet, assign or otherwise permit a third party to occupy any Generator studio space. If an entity member undergoes a change in control (in which more than one-half of the interest in the entity is sold or transferred to a third party), the entity Studio Member must notify Generator and request permission to continue use of the studio space, which may be granted in Generator's sole discretion.

#### **6. Modification:**

Studio Members seeking to modify the layout or function of the studio assigned for their use must obtain the consent of their immediate neighbors and written approval of your plan by the Operations Manager prior to making to such modification. As a general principle, assume that any changes that cannot be undone by the ordinary efforts of Generator staff or volunteers using a broom, dustpan and mop in a single afternoon are changes that must be approved in advance. A Studio Member who modifies the layout or function of their assigned studio space in violation of this paragraph will be required to pay the costs of restoring the studio to its original condition. Notwithstanding anything to the contrary in this Studio Member Addendum, the phrase "modify the layout or function" is to be construed in the broadest sense possible.

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) you must return the studio to its original condition or else forfeit your security deposit.

#### **7. OSHA/ADA Compliance throughout Facility:**

VOSHA will make routine inspections in order to ensure Generator does its best to create a safe work environment for all users. In order to remain compliant, studio members must:

(a) NOT have overhead storage that interferes with fire sprinkler reach or causes a tumble hazard.

(b) NOT leave any volatile organic chemicals in studio. No volatile organic compounds (VOCs) are allowed in common work areas. If you are asked by a staff member 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. If chemicals are absolutely necessary for your project, they must be labeled appropriately based on the material SDS sheet, and stored in the red "Flammables" cabinet in the sandblasting room.

(c) NOT have any electric power accessories attached in a dangerous manner (extension cords/powerstrips plugged into other extension cords/powerstrips, semi-permanent installations of extension cords, power cords exposing live power or missing ground plugs)

(d) NOT store possessions in shared spaces that pose trip or ambulation hazards. Generator will not tolerate the prevention of easy and safe ambulation and/or wheelchair access by all users of the Facility.

**GENERATOR, INC. STUDIO MEMBERSHIP AGREEMENT SIGNATURE**

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.

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Print Name & Date

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Signature

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Studio Deposit Received by & Date



**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

