



Date:

The Brickyard Collaborative Membership Agreement

The Brickyard Collaborative, a Massachusetts nonprofit corporation, and _____ (name), the entity or person identified on the signature page of this agreement ("Member" or "Licensee"), hereby agree that the Brickyard Collaborative will provide to the Member a license to the shared The Brickyard Collaborative fabrication facilities located at 71 Linden Street, Lynn, Massachusetts. This Agreement is a Membership & License Agreement and is not a lease or any other form of tenancy agreement.

The Brickyard Collaborative and Member agree as follows:

1. **Duration of Agreement & Termination:** This Agreement is a Membership and shall commence on _____ (date). Monthly and annual memberships shall automatically renew on a term-to-term basis.
2. The Member or The Brickyard Collaborative may terminate this Agreement any time with 30 days advance notice.
3. Notwithstanding the foregoing paragraph and notice period, The Brickyard Collaborative reserves the right to terminate access to and use of our facilities at any time, immediately and without notice, if the Member fails to comply with any provision of this Agreement and The Brickyard Collaborative Policies and Procedures.
4. The Brickyard Collaborative reserves the right to amend the Policies and Procedures and Services Addendum from time-to-time and at its sole discretion. The Brickyard Collaborative will notify Member of any changes to said rules and regulations in writing and/or email and prior to such rule changes taking effect. Upon the termination of this Agreement, Member shall thereafter have no further right to use The Brickyard Collaborative facilities in any manner and Member shall make no further use of The Brickyard Collaborative other than to remove personal items. All advance fees, if any, shall be justly prorated and returned to Member, along with any deposits, within 30 days of the termination of this agreement. Personal items must be removed from The Brickyard Collaborative within 15 days of the termination of this agreement, after which period they become property of The Brickyard Collaborative .
5. **Description of Services:** The Brickyard Collaborative agrees to provide Member with secured-entry access to non-exclusive, clean, well-maintained manufacturing equipment and workshop facilities, exclusive access to individual workspace if so detailed in the price list, reasonable electrical power, and wireless internet at The Brickyard Collaborative , and range of related services as detailed in the attached price list. Said attachments and the Member's first invoice details the specific workspace(s) to be used by the Member and the corresponding service rates.

6. **Member Obligations:** Member shall only use the facilities in accordance with *The Brickyard Collaborative User Guidelines*. The shared facilities shall be kept in a neat, clean and attractive condition at all times. Member will not cause any damage to any part of The Brickyard Collaborative, including unreasonable or inappropriate wear on equipment or damage to the building in which The Brickyard Collaborative is located ("Building"). Member shall not disturb the use and enjoyment of the Services by any other Member of the Company or the use and enjoyment of the Building by any occupant of the Building. Member shall not use The Brickyard Collaborative facilities for any inappropriate or unlawful activity and use of material protected by intellectual property laws.
7. **Fees:** User agrees to make payments in the amount, form and manner as described in the membership pricelist. Failure to make monthly payments as described will result in the termination of this Agreement and revocation of Member's license to use the facilities. In addition, Member shall pay all reasonable third party fees (attorney's fees and debt collection fees specifically included) and other costs incurred by the Brickyard Collaborative in connection with any late payments or past due amounts.
8. **Risk of Use:** Member acknowledges that he/she is using the facilities at his/her own free will and decision. Member acknowledges that The Brickyard Collaborative does not have any liability with respect to Member's access, participation in, use of the facilities, or any loss resulting from such participation or use. The Brickyard Collaborative and its respective board members, employees, volunteers, instructors, agents, contractors and officers shall not, to the extent permitted by law, be liable for, and the Member waives all right of recovery against The Brickyard Collaborative and such individuals for any damage or claim with respect to any injury to person or damage to, or loss or destruction of, any property of Member, its contractors, employees and invitees due to any act, omission or occurrence in or about The Brickyard Collaborative or the Building. Except for the gross or willful misconduct by the Company, Member agrees to indemnify, defend, protect and hold the Company and its respective board members, employees, volunteers, instructors, agents, contractors and officers harmless from and against all claims of whatever nature arising out of Member's use of the facilities and occupancy of the Company. Members are strongly encouraged to carry insurance that covers their personal equipment while using the workspace at The Brickyard Collaborative.
9. **Interruption of Service:** Member acknowledges that due to the imperfect nature of electronic communications, electronics and utilities, The Brickyard Collaborative shall not be responsible for damages, direct or consequential, which may result for the failure of The Brickyard Collaborative to furnish any of the Services. The Company will, however, act in good faith and in a commercially reasonable manner in working to remedy any flaws in the facilities or equipment, or delays in providing access to the facilities or equipment to the Member.
10. **Relationship of the Parties:** Member is not an employee or contractor of the Brickyard Collaborative. The Brickyard Collaborative has no right to the work produced by Members or guests working at the Brickyard Collaborative. Members shall maintain all copyrights, patents and any other proprietary rights related to the Member's works that are created using the facilities.

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 The Brickyard Collaborative in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of the Company, 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 The Brickyard Collaborative of any payment, or of a sum less than is due, shall not be construed as a waiver of any of the Company's rights unless such waiver is in writing.
13. **THIS AGREEMENT IS NOT A LEASE AND DOES NOT CREATE OR REFLECT ANY FORM OF TENANCY OR INTEREST IN REAL PROPERTY IN FAVOR OF THE MEMBER.** This Agreement is subject and subordinate to a lease by and between The Brickyard Collaborative and the owner of the Building. This Agreement shall terminate simultaneously with the termination of said lease. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts.

DATE: _____ Signature: _____

Address:

Telephone:

Email: