



MADJAX DESIGN LAB MEMBERSHIP CONTRACT

Welcome to the Design Lab at Madjax! Please take your time to read each section of this Membership Agreement in its entirety before signing, as there are many important points that you need to understand and agree to before you become a Member. **Members MUST be 18+, or 13+ with parental consent.** For Family, Small Business, and Organizational Memberships, each Member must submit a separate copy of this form in its entirety. Your membership will begin upon submission and approval of this document.

FOR OFFICE USE ONLY:

Membership Start Date: _____ / _____ / _____

Commitment: _____

Notes (including applicable discounts):

For multi-person memberships:

Primary member Secondary Member

Member's Minor status:

Age Under 18 Age 18+

SECTION 1: PERSONAL INFORMATION (Please print legibly)

Member Contact Information:

Full Name of Member:

Primary Phone Number:

Member Date of Birth: _____ / _____ / _____

Primary Email Address:

Street Address:

Full Name of Parent or Guardian (*if under 18*):

City: _____ State: _____

Parent or Guardian's Phone Number (*if under 18*):

ZIP: _____

Name of Organization: (*Organizational memberships only*)

Parent or Guardian's Email Address (*if under 18*):

Emergency Contact Information (Can be same as Parent or Guardian):

Contact Name:

Contact Phone:

Minor Children:

My minor children (listed below) may be Guests of (if 13+) and/or Members of (if 16+) the Design Lab at Madjax:

Referred by (may be eligible for discount, see pricing):

Prior Experience:

Please note any relevant creative, fabrication, or equipment experience, if applicable:

Specific Interest:

If specific, what Design Lab equipment are you most interested in utilizing?

DESIGN LAB MEMBERSHIP LEVELS - PLEASE SELECT ONE

<input type="checkbox"/> Individual <input type="checkbox"/> Family <input type="checkbox"/> Small Business <ul style="list-style-type: none"> ● \$35 Monthly (first/primary member) ● \$15 Per Each Additional Member, Up To 5 Members ● One-time \$25 Training/Certification Fee¹ ● Keycard access to all Design Lab spaces and available equipment² ● Access to Whisper Room² 	<input type="checkbox"/> Student <ul style="list-style-type: none"> ● \$20 Monthly ● One-time \$25 Training/Certification Fee¹ ● Keycard access to all Design Lab spaces and available equipment² ● Access to Whisper Room² 	<input type="checkbox"/> Organization <ul style="list-style-type: none"> ● \$3000 Yearly Fee³ ● Up To 10 Members included, \$150 for each additional member³ ● One-time \$25 Training/Certification Fee¹ ● Keycard access to all Design Lab spaces and available equipment² ● Access to private classroom and Whisper Room²
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Billing will occur on a monthly basis. Memberships beginning prior to the 15th of the month will be billed the same month membership starts. Memberships beginning after the 15th of the month will be billed the 1st of the following month. Payments must be made online; a link to the secure payment portal will be provided via email upon application approval. **Members MUST enroll in autopay regardless of commitment.** Sustainable Muncie Corp. (“SMC”) d/b/a Madjax, hereafter collectively referred to as “Madjax,” reserves the right to change the membership fee structure with thirty (30) days’ notice. If committed for multiple months, fees will remain unchanged until the end of the commitment. Materials are **NOT** included with lab membership.

OTHER DISCOUNTS:

Referrals resulting in new Memberships that last at least three months will receive one month free upon the successful receipt of payment for the new Member’s third month. Combination memberships that include both CO:Lab and Design Lab access are discounted to \$75 per month.

Additional Member Fees:

- Lab Materials.....(varies)**
(Costs are determined by pricing schedules; materials provided by members must be approved by Design Lab staff.)
- Project Support..... \$15/hour**
(Design Lab Staff will assist the member one-on-one to design and/or realize their project. This must be scheduled in advance.)
- Lab use exceeding allotted membership hours..... \$10/hour**
- Storage Lockers..... \$10/month**
(Pending availability; members must supply their own padlocks.)

¹ The certification fee is a one-time payment that covers training on all desired equipment. Training **MUST** be completed for members to utilize the equipment. There are separate fees for Design Lab and Woodshop training.

² 25 lab hours are allotted monthly for each member. Each member is also allotted 4 hours of monthly access to the Whisper Room. Organizations are allotted 8 hours of monthly access to the private classroom. Block scheduling is required for Whisper Room and classroom use, and may be required (at Staff discretion) for certain Design Lab equipment. Fees apply for usage over allotted hours.

³ Costs are potentially negotiable for some organizations, pending Staff and/or board consultation.

PRIVACY POLICY & AGREEMENT SPECIFICS

By executing this SECTION 1, I acknowledge and agree to the following:

- Madjax may send e-mails to the e-mail address provided.
- The information provided in this section is true and correct.
- Individual, Family, Small Business, and Student Memberships are due monthly and are priced as listed above.
- Organization Membership Fees are due upon signing and are billed annually.
- Training must be completed on each piece of equipment in the Design Lab prior to use. There is a one-time cost of \$25.00 that covers training on all of the equipment in the Design Lab and, if desired, a separate cost of \$25.00 for equipment training in the shop area, once available. Payment for training will be due upon the attendance of the Member’s first equipment training session.
- Materials are **NOT** included in the membership. Any available lab materials can be used for a cost based on established material pricing schedules. Some scrap materials may be available for free use, but are not guaranteed. Any materials provided by members **MUST** be approved by the Design Lab personnel prior to use to prevent damage to machinery or harm to the member.
- I must renew my membership each year in order to maintain access to the Design Lab.

PHOTO RELEASE: I do hereby consent to the use by Madjax and/or its subsidiaries, of my, my child’s, or my guest’s image, voice, or both, in any video, photograph or audio tape, either in whole or in part; for fundraising, advertising, publicity, or any other legal purpose on behalf of Madjax and its subsidiaries. In addition, I waive any and all claims to further compensation or damages based on the use of my, my child’s, or my guest’s image, voice, or both. I also waive any right to inspect or approve the finished photograph or video or audiotape. I understand that this consent is perpetual; that I may not revoke it, and that it is binding on my heirs and assigns.

Yes, I consent to the unrestricted use of photos or videos taken of myself, my children, or my guests.

No, I DO NOT consent to the use of photos or videos taken of myself, my children, or my guests.

BACKGROUND CHECK: I understand that Madjax reserves the right to perform a security clearance background check on any individual signatory to this Agreement to identify whether any such individual is a registered sex offender pursuant to Zachary’s Law, Ind. Code § 11-8-8 et seq. or the equivalent law of the individual’s state of residency. Madjax reserves the right to immediately remove any individuals identified as registered sex offenders from Collaborator’s premises and may terminate this Agreement with immediate effect.

Member Signature

Date

Parent or Guardian Signature

Date

SECTION 2: MEMBERSHIP AND MADJAX RULES

Please **initial next to each list item** below to confirm that you have read and understand the information. **Abuse of, or failure to comply with, any of the terms mentioned below may result in loss of membership.**

1. _____ **DEFINITIONS:** “Member” is any person that subscribes for access to Madjax facilities. “Guest” is any person accessing Madjax facilities, services, and/or classes and who is not a member. “Staff” is any Madjax owner, manager, employee, agent, contractor, or instructor. “SOP” refers to both general and equipment-specific Standard Operating Procedure documents.
2. _____ **MEMBERSHIP AGREEMENT:** Terms of membership are contained in this section of the agreement. Any verbal or other representation of membership terms made outside this section of the agreement, past or present, are null and void and of no force and effect.
3. _____ **NON-PRODUCTION USE ONLY:** Madjax provides the facilities for the shared use of all members. The facilities are **NOT** provided as a place of business or production of commercial goods, except by specific written agreement with Madjax. Unless otherwise agreed to by Madjax, the use of the facilities for any purpose other than personal, non-commercial activities is prohibited.
4. _____ **FEES AND CHANGE OF TERMS:** The current base membership fee is **\$35.00 per month** for individuals and **\$20.00 per month** for students, with additional fees for additional secondary members on the same plan. Additional members are not permitted for student memberships. Organizational memberships are **\$3000.00 per year**. These prices may be overridden by current discounts. Individual, Family, Small Business, and Student Membership billing will occur on a monthly basis. Organizational Memberships are billed annually, with the first payment due upon application approval. Memberships beginning prior to the 15th of the month will be billed the same month membership starts. Memberships beginning after the 15th of the month will be billed the 1st of the following month. Payments must be made online; a link to the secure payment portal will be provided via email upon application approval. **Members MUST enroll in autopay**, regardless of length of commitment. Madjax reserves the right to change the membership fee structure with thirty (30) days’ notice. If committed for multiple months, fees will remain unchanged until the end of the commitment.
5. _____ **BEHAVIOR:** Members and guests are expected to behave in a reasonable, respectful manner while in the Design Lab. This includes, but is not limited to, being mindful of others in regard to their personal space and avoiding the use of foul language. Horseplay and/or recklessness will not be tolerated. The consumption of alcohol or any illicit substances, smoking, or vaping in the Design Lab is forbidden. Any improper use of equipment, including but not limited to 3D printing firearms or intentionally accessing explicit material on Design Lab computers or tablets, is forbidden and is grounds for immediate termination of membership.
6. _____ **EQUIPMENT AVAILABILITY:** Membership does **NOT** guarantee use of any specific piece of equipment. Madjax will endeavor to make all equipment available on a regular basis. Equipment may be added, removed, or modified at any time. The unavailability of equipment is not grounds for termination of this agreement. Access to equipment may be limited to allow shared use by other members. Some equipment may require block scheduling to prevent conflicts at the sole discretion of Design Lab Staff.
7. _____ **ACCESS TO FACILITIES:** Members may have access to the Design Lab during posted operating hours, which may be subject to change based on Staff availability. After three months of **active** membership, Members may become eligible for unrestricted access **pending Staff review and approval**. Active membership is defined as usage of the lab for at least 60 hours with certification in at least two equipment areas. Madjax reserves the right to deny or revoke unrestricted access at any time, for any reason.
8. _____ **OPERATION OF EQUIPMENT:** A Member may only operate equipment that the Member has

been authorized to operate by Design Lab Staff. Specifically identified equipment will require the successful completion of a training session prior to operation. A **\$25.00 one-time fee** will be charged for the provision of operation and safety training for Design Lab equipment. Separate training sessions are required for each type of equipment, but all are included with the initial \$25.00 fee. Training for woodworking and/or metalworking equipment in the adjacent “Shipyards” space, once available, will incur an **additional \$25.00 one-time fee** if the Member desires to utilize that equipment. Seats may be limited for certain training sessions, as deemed by the instructor, depending on the subject of the session. Madjax reserves the right to change the schedule and content of the safety classes and, with thirty (30) days’ notice, the fee structure of the safety classes. Failure to operate equipment in the prescribed manner is grounds for suspension of Member’s privileges to use specific equipment or all equipment (as determined in Madjax’s sole discretion.) Suspension of privileges to use equipment is not grounds for termination of this agreement.

9. _____ **GUESTS:** A member may bring no more than two (2) guests into the Madjax facility at any one time. Guests of the Member are subject to all the same rules as regular members; however, guests may **NOT** operate equipment (including computers) at any time. Guests must always be accompanied by a Member. Minors from ages 13-15 are allowed in the lab as a Member’s accompanying guest, but must be actively supervised by the Member and are **NOT** allowed to utilize the equipment. **Guests under 13 years of age are not permitted.**

10. _____ **DIRECTION OF MADJAX STAFF AND ADHERENCE TO PROCEDURES:** Members and guests must comply with directions of Design Lab Staff and must also adhere to Madjax general and equipment-specific Standard Operating Procedures (Hereafter referred to as “SOP.”).

11. _____ **DAMAGE, CLEANING, AND PERFORMANCE:** Each Member and Staff shall maintain the Madjax facilities and equipment in accordance with Madjax rules and SOP. Both Design Lab members and staff are expected to maintain the cleanliness of common areas. All tools, equipment, and materials are to be stored in the appropriate location after use, and any trash or scrap material should be appropriately disposed of. In-progress projects should not be stored in common areas. Any damage to Madjax facilities and/or equipment must be reported to Staff immediately. Any Member or Staff that damages Madjax facilities and/or equipment will be responsible for the cost of such repair if the damage was the result of negligence, carelessness and/or failure to follow SOP. Additionally, a Member or Staff shall be responsible for the cost of repair if the damage was the result of negligence, carelessness and/or failure to follow SOP by any guest of a member as guests are not authorized to use equipment. Nonreporting of equipment damage is subject to immediate termination and loss of **ALL** future privileges.

12. _____ **CONSUMABLES AND RAW MATERIALS:** Members are responsible for the purchase or provision of consumables and raw materials. Madjax may provide, but does not guarantee to provide, limited and basic materials for some equipment. Any available lab materials can be used for a fee based on established material pricing schedules. All third-party materials must be approved by Lab Personnel before use. Madjax is not responsible for any aspect of materials, tools, or accessories provided by Members and reserves the right to decline donation of materials, tools, and accessories.

13. _____ **HAZARDOUS MATERIALS:** Hazardous materials are **NOT** allowed into the Madjax facility without the prior written approval of Design Lab Staff. Failure to obtain written Staff consent prior to bringing hazardous chemicals or materials into the lab is subject to immediate termination of membership and loss of **ALL** future privileges. Members must complete a Hazardous Materials Information Sheet (“HMIS”) prior to bringing hazardous materials into the Madjax facility. Members must also furnish a Materials Safety Data Sheet (“MSDS”) for hazardous material (available from the material manufacturer). Members **MUST** remove all hazardous materials from the Madjax facility at the end of each day unless Design Lab Staff provides

specific written approval.

14. _____ **VACATING FACILITY:** In the event a Member fails to maintain his/her membership in good standing, such Member must vacate the Madjax facility and remove all of Member's materials from the Madjax facility within 7 days of the date as indicated per their notice to vacate. After 7 days, remaining materials or property are considered surrendered and may be disposed of in the sole discretion of Design Lab Staff.
15. _____ **USE OF FACILITIES AND COMPLIANCE WITH LAW:** Madjax facility and property shall be used only for lawful purposes. Only property owned by or in the custody of a Member may be brought into and stored in the Madjax facility. The Madjax facility and equipment may only be used for activities permitted by Madjax. Madjax reserves the right to prohibit (as determined in its sole discretion) certain equipment or materials from being brought into the Madjax facility and further reserves the right to prohibit (as determined in its sole discretion) certain activities from occurring at the Madjax facility, including, without limitation, firearms and/or related projects.
16. _____ **NON-LIABILITY OF MADJAX AND INSURANCE OBLIGATION OF MEMBER:** Member is responsible for maintaining his/her own personal health, property and liability insurance while in Madjax facility. Madjax is at no time responsible for the acts, omissions and/or property of any Member (whether such property is owned or in the custody of such Member) or the Member's guest. All Members must sign the Release, Indemnity and Assumption of the Risk agreement, prior to using the facilities and equipment. (This is included in SECTION 3 of this document.)
17. _____ **DEFAULT, ABANDONMENT, REMEDIES, AND LIENS:** In the event a Member maintains an outstanding balance on Madjax fees or charges for over 30 days, or has violated any other provision of this Agreement, such Member will be considered in default of this Agreement. Any Member in default of this Agreement consents to Madjax taking any lawful remedial actions to collect outstanding amounts owing to Madjax, including, but not limited to, disposal of such defaulting Member's personal property located at Madjax facility. Any Member in default of this Agreement will be responsible for all collection costs, including reasonable attorney fees whether or not a lawsuit is filed.
18. _____ **CONSULTING/ASSISTING:** The Design Lab Staff is available for general consultation or assistance regarding a Member's project and/or the Madjax equipment and facilities. Any extended consultation and/or assistance beyond brief general consultation, at the discretion of Design Lab Staff, will be provided at a rate of **\$15.00 per hour** and must be scheduled in advance. Madjax shall not have control over, charge of, or responsibility for the design, engineering, methods, techniques, sequences, or procedures in connection with a Member's project.
19. _____ **STORAGE SPACE:** A limited number of general storage spaces may be available to rent, pending availability, for an additional charge of **\$10.00 per month**. A Member shall be responsible for securing all items stored in general storage spaces and Madjax shall have no liability for any loss or damage that a Member may experience when storing items or materials in any such storage space. Members are responsible to supply their own padlock if needed. Madjax shall also have no liability for any loss or damage for items stored in unsecured common areas. Madjax is **NOT** liable under any circumstance for any damage to a Member's materials or property.
20. _____ **CLASSROOM:** *(Organizational memberships only)*
 - a. The Classroom is available for your use at no cost up to the allotted 8 hours a month. Fees do apply if room is needed more than the 8 hours a month. The classroom is to be left arranged as found and clean for

the next Member's use. Do not overstay your scheduled time if another group has reserved the room following your event.

- b. **The Classroom should not serve as your office.**
- c. If there are spills or other damage made to the areas by a member or guest, fees can be applied.

21. _____ **WHISPER ROOM:**

- a. The Whisper room is available for your use at no cost up to the allotted 4 hours a month. Fees do apply if room is needed for more than the 4 hours a month. The Whisper Room is to be left arranged as found and clean for the next Member's use. Do not overstay your scheduled time if another group has reserved the room following your event.
- b. **The Whisper Room should not serve as your office.**
- c. If there are spills or other damage made to the areas by a member or guest, fees can be applied.

By executing this SECTION 2, I acknowledge and agree that I have read and understand the rules and procedures specified above:

Member Signature

Date

Parent or Guardian Signature

Date

SECTION 3: MADJAX RELEASE, INDEMNITY, AND ASSUMPTION OF RISK

I understand that the Madjax facility and the machines, equipment and materials present at the facility are potentially hazardous and may cause property damage, bodily injuries, or even fatal injuries. I also understand that the Madjax facility and the machines, equipment and materials present at the facility present risks and dangers, including, but not limited to, risks and dangers posed by:

- Use, misuse, malfunction or defects in machines, equipment and/or materials.
- Lack of training, instruction and/or supervision.
- Lack of warning as to dangerous conditions (natural or man-made).
- The presence of, or exposure to, flammable and/or hazardous substances.
- Arc flashes or burns from welding or other equipment or substances.
- Dust and other airborne particles.
- Human error, negligence and/or careless conduct by me (or others).
- Lack of emergency medical care.

Understanding the risks and dangers, and in consideration of being permitted to become a Member of the Madjax Design Lab, I agree to the following:

1. Release. I release and discharge Madjax, and its owners, managers, employees, board members, agents, contractors, bailors, and instructors (collectively “Madjax Representatives”), from any and all liabilities, claims, damages and causes of action whatsoever arising out of any damage, loss or injury that occurs on the Madjax facility or as a result of any activity at Madjax, whether such damage, loss or injury results from the negligence whether such damage, loss or injury results from malfunction of equipment, the negligence of Madjax or the Madjax Representatives, or from any other cause whatsoever.
2. Assumption of Risk. I accept and assume any and all risks and dangers of bodily injury, permanent disability, death and/or property damage, even if caused in whole, or in part, by the negligence of Madjax or the Madjax Representatives that may occur while I am on the Madjax facility or engaged in any activity at Madjax.
3. Indemnification. I agree to indemnify and hold harmless Madjax and the Madjax Representatives from any and all liabilities, claims, damages, losses and expenses, including attorneys' fees, which Madjax or any Madjax Representatives incur as a result of any claim by myself or my child of bodily injury, death or property damage arising from my presence or activities at Madjax and/or the presence of or activities of my child or any other guests.
4. Consent to Medical Treatment. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me, my child, or my guest, as Madjax may deem appropriate. The release set forth in line item 1 of this Waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
5. Jurisdiction and Interpretation. I agree that exclusive jurisdiction and venue for any lawsuit arising out of this Agreement shall be the state courts located in Delaware County, Indiana. To the extent that any part of this Agreement is found to be invalid, void or illegal under applicable law, then any such part shall be inapplicable, and the remainder of this Agreement shall continue in full force and effect.
6. Minor Children. I agree that my minor children (listed in SECTION 1 of this contract) may be Guests



or Members of Madjax and that this Release, Indemnity and Assumption of the Risk shall fully apply to any of my minor children.

7. Warranties. I understand and agree that Madjax disclaims all equipment and/or material warranties, including the warranty for fitness for a particular purpose. The equipment and materials provided, if any, have either been donated or purchased at a reduced cost and Madjax provides no warranties related to the equipment and materials provided within the Design Lab.

By my signature below, I reaffirm this Agreement on behalf of myself and my minor children, including, but not limited to, the provisions relating to releases, assumption of risks and indemnification and agree that the terms and provisions of this Agreement shall be binding upon myself and my minor children noted above. My signature confirms my understanding and agreement to the terms and provisions of this Waiver.

Binding Nature:

This Waiver of this Agreement shall be binding upon my personal representatives and heirs and shall be binding upon my minor children listed above and their personal representatives and heirs.

Survival:

The terms and provisions set forth in this Waiver Agreement shall survive and continue beyond the termination of my being a Member of Madjax or beyond my presence or activities as a Guest at Madjax.

Printed Name of Member

Member Signature

Printed Name of Parent or Guardian

Signature of Parent or Guardian

Lab Manager Signature

Date