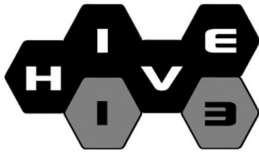


Hive13 Membership Agreement



HIVE13 – Cincinnati’s Premiere Makerspace
2701 Spring Grove Ave.
Cincinnati, OH 45225
<https://www.hive13.org>

Hive13 is a community of Makers who work together to promote technology, art, craftsmanship, and creativity through education and collaboration.

Member Rights	Member Responsibilities
<ul style="list-style-type: none">• A key or other method of entry to the physical workspace.	<ul style="list-style-type: none">• A member must thoughtfully contribute to Hive13’s mission and policies. “Be Excellent to each other”
<ul style="list-style-type: none">• Twenty-four-hour access to the Hive13 workspace.	<ul style="list-style-type: none">• Make timely payment of monthly dues per the bylaws.
<ul style="list-style-type: none">• Store a reasonable amount of equipment in the workspace. See Member Storage	<ul style="list-style-type: none">• Provide and maintain their name, current address, contact information, phone and email address
<ul style="list-style-type: none">• Eligibility to vote on elections and issues put before the membership.	<ul style="list-style-type: none">• Return any and all property of Hive13 to any Officer or Director upon cessation of Membership for any reason.
<ul style="list-style-type: none">• Voice their opinion and participate in the affairs of Hive13.	<ul style="list-style-type: none">• Obey the rules set forth by the Board including the Hive13 Membership Agreement.
<ul style="list-style-type: none">• A member may apply for a single complimentary membership for approval by the board. This person must be over 18 and is typically a family member, spouse, or other domestic partner. Members may also apply for an @hive13.org email address. These complimentary benefits will remain active so long as the primary membership is maintained.	

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

Email Address _____

Handle / Nickname _____

Emergency Contact Name _____ # _____

I have read and agree to abide to the Hive13 rules, bylaws and member agreement

IMPORTANT: see <https://wiki.hive13.org/view/Bylaws> for the complete Hive13 rules, bylaws and member agreement.

I have signed the liability waiver

The above information is correct. I understand and accept the rights and responsibilities above.

Member Signature _____ **Date** _____

Agreement Approval

ID Verified By (2 signatures required)

ID Type:

Leadership Signature 1: Date:	
Leadership Signature 2: Date:	

NOTE: Should you decide to end or suspend your membership, You must cancel your membership subscription through your Paypal account prior to the recurring monthly payment. Please email Leadership@hive13.org with any questions.

Hive13 Membership Agreement

Code of Conduct

Hive13 is a community where everyone is welcome to join in creation, community and collaboration:

- Positive experiences are created. Have FUN, LEARN, be PRODUCTIVE, and work SAFELY.
- We help one another and are receptive to feedback.
- Some activities will make you think critically, others will turn your thoughts into action.

As a member of the community, Hive13 requires you to obey Hive13 policies and procedures because:

- Failure to obey Hive13 policies and procedures can make our facilities dangerous or unwelcoming to others, and such actions on your part may result in your license being terminated without notice.
- Obey all local, state, and federal laws; Refrain from possessing and using illicit drugs on Hive13's property.
- Please take this seriously. We reserve the right to change these policies and procedures as needed.

Safety: Everyone shares responsibility for safety. Safety is our highest priority.

- Obey all signs and information regarding safe use of Hive13 including appropriate shop clothing and protective gear, techniques for safe equipment use, material-specific precautions for equipment, and machine lockouts.
- Do not use equipment you are not comfortable with or trained to use. Please do not operate heavy machinery without a partner in the facility; operate it alone at your own risk. Default to asking for help if uncertain.
- **Shared Safety:** In an open community like Hive13, a less experienced member may operate equipment dangerously without knowing it. Please be on the lookout for unsafe behavior.
- We ask that you approach and offer respectful feedback to fellow members if you believe they are working unsafely.
- Please notify Wardens@hive13.org immediately if you think a piece of equipment or infrastructure is unsafe.

Hive13 encourages lively discussions online and in person so that we may learn from everyone.

- **Treat relationships as wealth.** Human bonds are the chief resource of the Hive13 community.
- Most of our challenges are complex. It takes every perspective to see an issue whole.
- Assume people have the best of intentions, and actively focus on the value they bring.
- Speak and write to help others understand how your experience informs your opinions.
- Seek first to understand, listen without judgement and then seek to be understood.
- Don't Threaten, harass, attack another's character, use shaming or call names.
- Be open to constructive feedback, regarding safety and disrespectful communication or behavior.

Respect Individual Space: Please keep your individual space relatively orderly.

- Do not enter any individual work or storage spaces that are not yours without explicit permission.

Respectfully Share the Space: Restore shared spaces to be as clean as or cleaner than when you found them.

- Make time to clean up common areas, Meeting Rooms, Kitchen, Restrooms and Shop each time you use them.
- No loud music, tool use or other noise will be permitted in the open work areas without the explicit permission of members around you. Keep noise levels to a respectful minimum for the enjoyment of those in the immediate area.
- No fumes or flames are permitted in unventilated areas.
- Please respect and do not interrupt any official Hive13 activities or classes in the shared spaces.

Because making is better together, Hive13 welcomes your well-behaved children and guests.

- Members must assure all guests to Hive13, including minor children have a signed Liability Waiver.
- Members will take care to assure the safety and good behavior of guests.
- Only Members may operate tools requiring certification. Some tools are off limits to anyone under 18
- Members must accompany guests at all times. When you leave your guests leave.

Hive13 Membership Agreement

Important Details –

Sad Bee, Inc. ("Company" or "Hive13"), an Ohio 501(c)3 nonprofit corporation, and the person identified on the signature page of this agreement ("Member"), hereby agree that Hive13 will provide to the Member a license to the shared Hive13 Makerspace facilities located at 2701 Spring Grove Ave, Cincinnati Ohio 45225. This Agreement is a Membership & License Agreement and is not a lease or any other form of tenancy agreement.

The Company and Member agree as follows:

1. Duration of Agreement & Termination. This Agreement is a Membership which begins on the date of first payment. This Agreement automatically renews on a month-to-month basis. The Member or Hive13 may terminate this Agreement any time with 30 days advance notice.

Hive13 reserves the right to suspend or terminate Membership and use of Hive13 at any time, immediately and without notice, if the Member fails to comply with Hive13 bylaws, Rules or any provision of this Agreement, including false statements on the member application.

Hive13 reserves the right to amend the Rules and Bylaws and Services Addendum from time-to-time and at its sole discretion. Hive13 will notify Member of any changes to said rules and regulations in writing and prior to such rule changes taking effect.

Upon the termination of this Agreement, Member shall have no further right to access Hive13 facilities. All advance fees and deposits, if any, will be prorated and returned to Member, within 30 days of the termination of this agreement. Personal items must be removed from Hive13 within 15 days of membership termination, after 15 days they become property of Hive13.

2. Description of Services. Hive13 agrees to provide Member with secured-entry access to non-exclusive, clean, volunteer maintained equipment and workshop facilities, exclusive access to individual workspace if so detailed in the Services Addendum, reasonable electrical power, and wireless internet at Hive13, and range of related services as detailed in the attached Services Addendum. Said attachments detail the specific workspace(s) to be used by the Member and the corresponding service rates.

3. Member Obligations. Member shall only use the facilities in accordance with Hive13 Policies, Procedures and Bylaws. The member shall keep shared facilities in a neat, clean and attractive condition at all times. Member shall not cause any damage to any part of Hive13, including unreasonable or inappropriate wear on equipment or damage to the building in which Hive13 is located ("Building"). Member shall not disturb the use and enjoyment of the Services by any other Member of Hive13 or the use and enjoyment of the Building by any occupant of the Building. Member shall not use Hive13 facilities for any inappropriate or unlawful activity including obscenity and use of material protected by intellectual property laws. Member shall dispose of cardboard, trash, electronics and hazardous materials as required by law. Member shall report all accidents and injuries to leadership@hive13.org and broken equipment to wardens@hive13.org.

4. Fees. Member agrees to make subscription payments via PayPal as detailed in the Hive13 bylaws. Failure to make monthly payments will result in the termination of this Agreement and revocation of Member's license to use Hive13. Member shall pay all reasonable third party fees (attorney's fees and debt collection fees specifically included) and other costs incurred by Hive13 in connection with any late payments or past due amounts.

5. Risk of Use. Member acknowledges that they are using the facilities at their own free will and decision. Member acknowledges that Hive13 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.

Hive13 inclusive of its respective board members, employees, volunteers, instructors, agents, contractors and officers shall not be liable for, and the Member waives all right of recovery against Hive13 and such individuals for any damage or claim with respect to any injury to person or damage or loss of any Member or Guest property. Except for the gross or willful misconduct by the Company, Member agrees to indemnify, defend, protect and hold Hive13 and others 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 them and their personal equipment while using the workspace at Hive13. You certify that any personal vehicle you use in your volunteer work with Hive13 is properly insured and includes liability coverage. You agree to provide evidence of such insurance in the event Hive13 requests such evidence. You also agree to adhere to your insurance company procedures in the event an accident occurs while you are volunteering for Hive13.

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6. Interruption of Service. Member acknowledges that due to the imperfect nature volunteer-maintained tools, Hive13 shall not be responsible for damages, which may result from the failure of Hive13 to furnish any tool or service. Hive13 will act in good faith and in a manner commensurate with the all-volunteer nature of Hive13 to remedy any flaws in the facilities or equipment.

TLDR: Hive13 works at the speed of volunteers. If it's broken and you want to use it; Volunteer to help fix it.

7. Relationship of the Parties. Member is not an employee or contractor of Hive13. Hive13 has no right to the work produced by Members or guests working at the Company. Members shall maintain all copyrights, patents and any other proprietary rights related to the Member's works that are created using the Hive13 facilities.

8. 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.

9. Waiver. No delay or omission on the part of Hive13 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 Hive13 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.

All Hive13-hosted social media sites will be managed by a Hive13 designee who may create content on Hive13's behalf, monitor content and questions, and recruit members. Hive13 retains possession and control over its social media sites. Hive13 will remove material (once discovered) that is contrary to its policies, mission, or culture.

Members and their guests understand they may be photographed while involved in Hive13 activities. Members hereby grant full and unlimited permission to Hive13 to use photographs, videos or other records for promotion, or other purposes, including social media, with or without identification your name and without your knowledge.

10. 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. The space shall not be used as a living space, temporary or long term. This Agreement is subject and subordinate to a lease by and between Hive13 and the owner of the Building. This Agreement shall terminate simultaneously with the termination of said lease. This Agreement shall be governed by the laws of the City of Cincinnati, State of Ohio.

Zero Tolerance Harassment Policy

Hive13 will not tolerate harassment or bullying of people at our events or within our space or in our online communications in any form, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, or religion. All visitors and members are expected to be aware of [federal safety and harassment free workplace guidelines](#),

If you wish to report harassment anonymously or privately, you can fill out an incident form available online and at the front desk, or send a confidential message explaining the situation to Leadership@hive13.org.

If you cannot be civil, Hive13 Leadership will take appropriate action, including:

- A warning. Good people sometimes go wrong. When informed, they own it and apologize.
- Membership Suspension and Expulsion from Hive13.
- Membership Termination. Do something bad enough and we jump right to this step.

To report an incident of harassment that you experienced, please use the [Incident Report form](#) (save a copy of the form and return it to Leadership@hive13.org)