

Makerspace User Agreement

Ting Fiber Inc. ("Ting") provides and maintains a facility at 15 E Main Street, Suite 100, Westminster, MD 21157 (the "Ting Makerspace") where members can work on various projects and have access to certain tools, power tools, and equipment. I understand that I must sign this Makerspace User Agreement (this "Agreement") in order to enter the Ting Makerspace whether or not I intend to use the tools or equipment. By signing this Agreement, I am agreeing to all of its terms.

1) Rules and Regulations.

I agree to follow the rules and regulations for the Ting Makerspace as set forth in this Agreement, which I have read and understand. Ting may, in its sole discretion, modify its rules and regulations, without notice, at any time. All signs posted at the Ting Makerspace shall be considered part of the rules and regulations for the Ting Makerspace.

2) Membership and Financial Policy.

- a) My membership permits me to use the Ting Makerspace's equipment and facilities under the terms and conditions of this Agreement and subject to the rules and regulations for the Ting Makerspace. My membership is non-transferable and gives me no rights in the Ting Makerspace, its management, property or operations. Ting may assign or transfer my membership in its sole discretion. Ting can sell memberships at different rates and terms than those applicable to my membership.
- b) I agree that the following membership dues and costs are associated with my use of the Ting Makerspace:
 - i) \$5 Daily Pass
 - ii) \$30 Monthly Pass
 - iii) \$300 Yearly Pass
 - iv) \$0.25 /gram of filament for 3D Printer
- c) I agree to pay the membership dues and costs set forth in this Agreement, as well as any taxes that may be imposed. Ting has the right in its sole discretion modify its membership dues and costs at any time.

3) Facilities and Services.

- a) I understand that Ting does not provide material to be engraved, carved, etc. and I will need to bring my own materials for such projects.
- b) I agree to clean up my workspace after I finish using each piece of equipment.
- c) I agree to follow instructions given by the Ting employees.
- d) I agree to treat the Ting Makerspace as if it were my own.
- e) I agree to not print, etch, and/or design any materials containing explicit images or symbols using any equipment or materials in the Ting Makerspace.
- f) I further agree to not make anything prohibited by local, state or federal law, or that is unsafe, dangerous or capable of harming others, including weapons or parts of weapons.
- g) I agree get approval from a Ting employee for all of my designs before I use the equipment to print, carve, etch, engrave, etc. such designs. The Ting employee may approve or withhold approval of my designs in his or her sole discretion.

- h) I agree to stay in the Ting Makerspace until completion of my project.
- i) I understand that I may be asked to postpone my project if the estimated project completion time does not fall with the Ting Makerspace open hours.
- j) I agree to wear safety eye protection in the Ting Makerspace while anyone in the Ting Makerspace is using the CNC router, Dremel, or soldering iron, whether I am the user or not.
- k) Minor children under the age of 7 are not allowed in the Ting Makerspace while equipment is in use. I agree to comply with the limitations on use based on age set forth in this Agreement.

4) **Proprietary Rights and Confidentiality.**

- a) I acknowledge that Ting will take no steps to ensure the privacy or confidentiality of the activities I conduct, or any proprietary information or materials I bring or produce.
- b) I agree not to use the equipment and materials in the Ting Makerspace in violation of another's intellectual property rights. For example, using equipment to replicate someone else's designs or articles of manufacture may infringe the copyright or patent in those materials.

5) **Training.**

I acknowledge that I will only be able to access certain materials and equipment after I have completed specialized training because of their sensitive or hazardous nature. I agree to comply with that training when given access to those certain materials and equipment.

6) **Damage or Default.**

Instances of default include, but are not limited to: (i) non-payment of membership dues; (ii) non-payment of costs or fees for services or materials; (iii) causing damage to or loss of the Ting Makerspace property; (iv) acts of willful misconduct, recklessness or negligence; and (v) failure to obey rules and regulations for the Ting Makerspace. Remedies for default are in Ting's sole discretion. They may include, but are not limited to: (a) barring me from access to any and all equipment and facilities; (b) requiring additional training at my expense; (c) charging me for any losses, costs, expenses or damages associated with such default; and (d) termination for cause as provided in Section 7 **Termination** below. Should Ting chose, in its sole discretion, at any time and from time to time, to charge my account for any default, Ting shall have the right to, and I hereby authorize Ting to, charge the credit card or bank account associated with my account for such amount. Additionally, Ting may, in its sole discretion, chose to invoice me for any losses, costs, expenses or damages associated with such default, and I shall timely make payment of all sums due. Failure to make such payment when due shall be an additional default under this Agreement. All remedies under this Agreement are cumulative and not exclusive.

7) **Termination.**

- a) **My Cancellation Rights.** In the event I terminate this Agreement, I will not be entitled to a refund and will forfeit my unused prepaid dues. The parties agree that any damages to Ting arising from my termination of this Agreement are difficult or impossible to ascertain and, as such, Ting will be entitled to keep the forfeited portion of any prepaid dues as liquidated damages for such termination. Such liquidated damages, however, will not limit or restrict any damages incurred by Ting for my breach of this Agreement under Section 6 **Damage or Default** above. I acknowledge that Ting is under no obligation to retain, preserve or protect my personal property or information beyond the termination of this Agreement.
- b) **Notice & Effective Date.** I (or my estate) must send written notice of my termination of this Agreement to Ting and return all Ting property. Cancellation is effective as of the later of (i) thirty (30) days after receipt by Ting of written notice of my intent to cancel; and (ii) the receipt

by Ting of all Ting property entrusted to me, including but not limited to any and all member ID card(s), keys, locks, tools, equipment, machines, personal protective equipment, books and other print materials. Such notice shall be sent, via hand delivery, overnight carrier, signature required, or certified mail, return receipt requested, to Ting, Inc., 15 E Main Street, Suite 100, Westminster, MD 21157.

- c) Termination for Cause by Ting. Ting may, at its sole option and at any time, immediately terminate my membership for cause if: (i) I fail to complete all signature lines on this Agreement; or (ii) I default under this Agreement. Should my membership be terminated for cause, I will not be entitled to a refund and will forfeit my unused prepaid dues. Additionally, my account may be charged a termination processing fee as determined by Ting, in its sole discretion, and I may be responsible for any damages incurred by Ting for my breach of this Agreement under Section 6 **Damage or Default** above.
- d) Termination without Cause by Ting. Ting reserves the right to terminate my membership for any reason not stated above and if not prohibited by law. If Ting does so terminate my membership, it may refund any unused prepaid dues.

8) Governing Law and Jurisdiction.

This Agreement shall be construed and enforced in accordance with the substantive and procedural laws of the State of Maryland, without regard to conflict of law provisions, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Maryland, without regard to conflict of law provisions, and without regard to rules of construction or interpretation relating to which party drafted this Agreement.

The parties agree that any claims, legal proceeding, dispute, or litigation arising out of or in connection with the Agreement shall be brought in the Courts of the State of Maryland, Carroll County or the United States District Court for the District of Maryland, and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

9) Severability.

In case one or more of the provisions of this Agreement shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision shall be modified or amended to the extent necessary to remove the invalidity, illegality or unenforceability. Should the amendment or modification of such provision be impossible, this Agreement shall be construed as if it never contained the invalid, illegal or unenforceable provision and such provision shall not affect any other provision of this Agreement.

10) Waiver.

No claim or right arising out of a breach of this Agreement may be discharged in whole or in part by a waiver of the claim or right, unless the waiver is in writing signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or an excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.

11) No Third Party Beneficiaries.

Except as expressly provided in this Agreement, nothing contained in this Agreement shall be construed as providing rights to any person other than the parties hereto, and no third party shall be a beneficiary to this Agreement.

12) Insurance.

I understand that Ting's insurance does not cover me and I am responsible for purchasing and maintaining any and all health, liability, and other similar insurance I may desire. As a condition of my membership, Ting may require me to obtain commercial general liability or other insurance, in such coverage amounts and with such carrier(s) as Ting may request in its sole discretion including naming Ting as an additional insured and/or loss payee.

13) Waiver of Jury Trial.

THE PARTIES EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, THE PARTIES PREFERRING THAT SUCH DISPUTE BE RESOLVED BY A JUDGE HAVING JURISDICTION WITH RESPECT TO SUCH DISPUTE.

14) Term.

This Agreement will remain in force until terminated by either party as described in Section 7 **Termination** above.

15) Release of Liability, Assumption of Risk and Limitation of Liability.

I have agreed to and signed the Release of Liability, Assumption of Risk and Limitation of Liability attached to and incorporated into this Agreement.

I have carefully read and fully understand this Agreement.

Date of Birth: _____ Age: _____

Check one:

I am between the ages of 7 and 11 and I can be present in the Ting Makerspace while equipment is in use but I cannot use the equipment.

I am between the ages of 12 and 14 and may only use equipment under parent/guardian supervision.

I am 15 years old or older and use the equipment at my own risk.

Signature _____

Date _____

Print Name _____

Parent/Guardian Signature (if under 18) _____

Print Name _____

Release from Liability, Assumption of Risk, and Limitation of Liability

In order to gain access to the facility at 15 E Main Street, Suite 100, Westminster, MD 21157 (the "Ting Makerspace") provided by Ting Fiber Inc. ("Ting") and use the tools and equipment, I agree to the following:

- 1) MY PARTICIPATION IN THE ACTIVITIES AT THE TING MAKERSPACE IS COMPLETELY VOLUNTARY, AND I ELECT TO PARTICIPATE IN SUCH ACTIVITIES DESPITE ALL RISKS RESULTING FROM MY USE, OR OTHER PEOPLE'S USE, OF TING'S MATERIALS, EQUIPMENT AND FACILITIES. I UNDERSTAND THAT THESE RISKS INCLUDE SERIOUS INJURY, PARALYSIS AND/OR DEATH IN ADDITION TO THE RISK OF PROPERTY DAMAGE. I UNDERSTAND THAT THERE ARE UNFORESEEABLE, FREAKISH ACCIDENTS, AND I ASSUME ALL RISKS ASSOCIATED WITH SUCH ACCIDENTS, EVEN THOUGH I CANNOT FORESEE THEM. I UNDERSTAND THAT TING DOES NOT MANUFACTURE THE MATERIALS OR EQUIPMENT AT THE TING MAKERSPACE, BUT PURCHASES AND/OR LEASES THE MATERIALS AND EQUIPMENT FROM THIRD PARTIES. I ACKNOWLEDGE THAT MEMBERS GENERALLY WILL USE THE MATERIALS AND EQUIPMENT AND ENGAGE IN ACTIVITIES AT THE TING MAKERSPACE WITHOUT CLOSE SUPERVISION, AND THAT EACH MEMBER WILL BE SOLELY RESPONSIBLE FOR HIS/HER SAFE AND APPROPRIATE USE OF TING'S MATERIALS, EQUIPMENT AND FACILITIES.
- 2) KNOWING THE RISKS OF WORKING AT THE TING MAKERSPACE AND IN CONSIDERATION OF BEING PERMITTED TO USE THE TING MAKERSPACE, I HEREBY FREELY AND VOLUNTARILY ASSUME ANY AND ALL RISKS, INCLUDING SERIOUS INJURY, PARALYSIS AND/OR DEATH, ARISING FROM OR IN ANY WAY CONNECTED WITH MY PRESENCE AT THE TING MAKERSPACE OR USE OF ANY TOOLS OR EQUIPMENT MADE AVAILABLE AT THE TING MAKERSPACE, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF MY IMPROPER OR NEGLIGENT USE OR MISUSE OF THE EQUIPMENT, EQUIPMENT THAT MALFUNCTIONS OR BREAKS, ANY SLIP OR FALL, ANY DROPPING OF EQUIPMENT, ANY IMPROPER MAINTENANCE OF EQUIPMENT OR WORK AREA, ANY HAZARDOUS CONDITION THAT MAY EXIST IN A WORK AREA OR THE SURROUNDING PROPERTY OR THE NEGLIGENT ACTS OR OMISSIONS OF TING, ITS MEMBERS, OR EMPLOYEES, OWNERS, PARTNERS, MANAGERS, OFFICERS, AGENTS OR INDEPENDENT CONTRACTORS, EXCEPT TO THE EXTENT SUCH DAMAGES OR INJURIES ARE THE RESULT OF THE WILLFUL MISCONDUCT OF TING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, I HEREBY WAIVE, RELEASE, AND DISCHARGE AND HOLD HARMLESS AND INDEMNIFY TING, ITS MEMBERS, OR EMPLOYEES, OWNERS, PARTNERS, MANAGERS, OFFICERS, AGENTS AND INDEPENDENT CONTRACTORS FROM AND AGAINST ANY AND ALL THREATENED OR ACTUAL CLAIMS, DAMAGES, DEMANDS, LIABILITY, RIGHTS OF ACTION AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PRESENCE AT THE TING MAKERSPACE OR USE OF TING'S FACILITIES, TOOLS, OR EQUIPMENT INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY LOSS OF PROPERTY, DEATH, OR INJURY SUFFERED BY ME OR FOR WHICH I MAY BE LIABLE TO ANY OTHER PERSON RESULTING FROM ANY CAUSE, INCLUDING, BUT NOT LIMITED TO THE NEGLIGENT ACTS OR OMISSIONS OF TING, ITS MEMBERS, OR EMPLOYEES, OWNERS, PARTNERS, MANAGERS, OFFICERS, AGENTS OR

INDEPENDENT CONTRACTORS. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

- 3) UNDER NO CIRCUMSTANCES WILL TING, ITS MEMBERS, OR EMPLOYEES, OWNERS, PARTNERS, MANAGERS, OFFICERS, AGENTS OR INDEPENDENT CONTRACTORS BE LIABLE TO ME, OR TO MY PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS OR ASSIGNS, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. TING MAKES NO WARRANTIES REGARDING THE FACILITIES, EQUIPMENT OR MATERIALS AND MAKES NO REPRESENTATIONS REGARDING THE SAME. I AGREE TO USE THE FACILITIES, EQUIPMENT AND MATERIALS AT MY OWN RISK. IN NO EVENT SHALL TING'S LIABILITY UNDER THIS AGREEMENT EXCEED THE DUES PAID BY ME TO TING.
- 4) In a medical emergency in which I am unable to provide approval to medical treatment, the employees of the Ting Makerspace are authorized to consent to medical treatment for me and are granted the right to agree in my name to the disclosure of any confidential information or privileged communication or information related to the rendering of any such care. I can confirm that any costs incurred that are not covered by my medical insurance are my responsibility to pay. I WAIVE, RELEASE AND DISCHARGE AND HOLD HARMLESS AND INDEMNIFY THE TING MAKERSPACE, ITS MEMBERS AND EMPLOYEES, OWNERS, PARTNERS, MANAGERS, OFFICERS, AGENTS OR INDEPENDENT CONTRACTORS FROM AND AGAINST ANY AND ALL THREATENED OR ACTUAL CLAIMS, DAMAGES, DEMANDS, LIABILITY, RIGHTS OF ACTION AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH DECISIONS MADE AS TO FIRST AID OR EMERGENCY MEDICAL TREATMENT RECEIVED BY ME.
- 5) It is my sole responsibility to be in a physical and mental condition to safely attend the Makerspace and use its tools.
- 6) I assume full responsibility for any loss, damage, or theft of any of my personal property in or about the Ting Makerspace as a result of my presence or participation in any activity at the Ting Makerspace.

I acknowledge that have carefully read and freely signed this Release of Liability, Assumption of Risk, and Limitation of Liability and fully understand that by signing this I am waiving certain rights I have to bring legal action or assert a claim against Ting, its members, or employees, owners, partners, managers, officers, agents or independent contractors and I am agreeing to hold Ting, its members, and employees, owners, partners, managers, officers, agents or independent contractors harmless from and to indemnify them against certain claims and liability.

Signature _____

Date _____

Print Name _____

Parent/Guardian Signature (if under 18) _____

Print Name _____

