SOLID STATE DEPOT MEMBERSHIP AGREEMENT

Solid State Depot (SSD), a Colorado nonprofit corporation, and the person identified on the signature page of this Agreement (the Member), hereby agree that Solid State Depot will provide access to the space located at 5765 Arapahoe Ave. Unit B, Boulder, Colorado (the Facility). This Agreement is a Membership Agreement and **is not a lease or any other form of tenancy agreement**.

Members must provide their name, birthdate, email, phone number, and at least one emergency contact. SSD may request additional information it deems necessary (for example, proof of identity). This information will not be provided to any outside parties or used for promotional purposes. Information will be collected by SSD's online membership management system when the Member applies.

Membership in Solid State Depot requires payment of dues according to the schedule set out in the online membership management system.

The Member agrees to the following terms of membership:

Member Responsibilities

- The Member agrees to pay dues according to the schedule set out in the online membership management system (the "Dues"), commencing on the date this Agreement is executed, less any discounts.
- The Member acknowledges that Solid State Depot may change the amount of the Dues from time to time. Solid State Depot will notify the member by email of any such change at least one month in advance.
- 3. The Member agrees to pay service charges of \$25 on each check or other payment(s) which is not honored or is returned by the Member's bank and savings institution. Administration fees are non-refundable.
- 4. All items belonging to Solid State Depot including but not limited to keys, equipment, documents, or other items must not be removed from the Facility except as expressly authorized by Solid State Depot in writing. Any items so removed must be returned to Solid State Depot at the agreed upon time or immediately upon completion or termination of this Agreement, whichever is sooner. Member may keep RFID cards/FOBs or return them in person or by mail to the SSD upon termination of this Agreement.
- Personal items should not be left at the Facility, except with written permission from Solid State Depot. Any personal item left at the Facility must be removed within 15 days of the termination of this Agreement, after which period they become property of Solid State Depot.
- Any damage of SSD property caused by the Member, beyond that arising from normal wear and tear, must be paid for by the Member in addition to the above regular charges.
- 7. The Member hereby agrees to abide by all rules and standards as set forth in the Rules and Standards of Solid State Depot document.
- 8. The Member acknowledges that the Rules and Standards of Solid State Depot document is liable to change. Solid State Depot will notify The Member of any changes to said rules and regulations via email, and updates can be found on the Solid State Depot website.

- 9. The Member will not use any equipment in the Facility without having signed a Liability Release provided by Solid State Depot.
- 10. The Member agrees to exercise ordinary care and caution while using the facilities for the protection of the Member and others.

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Member Rights

- 1. The Member will be provided access to the Facility twenty-four (24) hours a day, and seven (7) days a week.
- 2. The Member will be permitted to use the tools and equipment of the Facility in accordance with such access restrictions as Solid State Depot deems appropriate, including but not limited to required training sessions, certifications, orientations, etc, except when the tools or equipment are designated for use for a workshop/class or other event.
- 3. Solid State Depot may, at its sole discretion, offer discounts to the Dues for special circumstances including but not limited to financial hardship, intensive volunteer work, or hosting workshops or classes.
- 4. The Member is eligible to vote on any issue put before the membership at all Special and Annual Meetings.
- 5. The Member is eligible to vote for members of the Board of Directors.
- 6. The Member is eligible to be nominated for the Board of Directors as long as they are a paying member for the three consecutive months prior to the election date.
- 7. The Member may terminate their membership (and this Agreement) at any time. If the Member fails to renew their Dues payments or otherwise allows them to lapse, this may be regarded as voluntary termination of membership. Termination of membership revokes all related privileges.

SSD Rights

- 1. Solid State Depot may deny or cancel the Membership and revoke all privileges related thereon upon any of the following:
 - a. The Member fails to make any payment within 5 days from the date it is due.
 - b. Any membership information provided by the Member to Solid State Depot is found to be intentionally false or misleading.
 - c. The Member breaches any of the rules of this Agreement or the Rules and Standards of Solid State Depot.
 - d. Any other grounds it deems reasonable.
- Solid State Depot is not responsible for lost, stolen, or damaged property of the Member or any guest.
- In the event Solid State Depot commences legal action to enforce this Agreement, the Member
 may be liable for all damages incurred by Solid State Depot, including expenses, reasonable
 court costs and attorneys' fees.
- 4. No failure or delay by Solid State Depot in enforcing any right under this Agreement will operate as a waiver of that right under this Agreement or prevent Solid State Depot from exercising any other right in this Agreement.

- 1. No amendment or waiver of any term of this Agreement will be effective unless in writing, except as otherwise may be provided here.
- 2. If any provision of this Agreement is found to be invalid or unenforceable, it will be considered separate and severable from this Agreement and will not affect the validity or enforceability of any other term of this Agreement.
- 3. This Agreement supersedes any prior agreements or understandings.
- 4. This Agreement will be governed by the Law of the State of Colorado.

By signing below, I acknowledge that I have read and understand this Agreement, and apply for membership in Solid State Depot as defined by the terms contained herein.

Signature of Member	Printed Name		Date
Signature of Parent/Guardian Printe	ed Name	Date	
Signature of Director/Officer	Printed Name		Date