



THE KOIPOUND MEMBERSHIP APPLICATION & AGREEMENT



This Application and Agreement, when signed by the applicant and accepted by the KOIpond Board, constitutes a binding contract between The KOIpond and the individual or entity ("Member") executing the signature page of this Agreement. Membership rights, privileges and obligations commence when the Agreement is signed by both parties.

The Member has read and agrees to abide by the Rules and Guidelines for the KOIpond (the "Space") as well as the bi-laws, and as the same may from time to time be amended by The KOIpond Board in the future and distributed to the Membership.

This Agreement shall continue in effect until such time as the Member's use of the Space is terminated by the Member (voluntarily) or the KOIpond board (for nonpayment or for cause) in accordance with the code of conduct for the Space.

The Member agrees to make payment of dues of _____ per month, due in full on the 28th of preceding month. In addition, Member agrees to volunteer work at the space based on their membership level. In the event of nonpayment of dues, the Member's membership rights and access to the Space may be terminated.

WAIVER OF LIABILITY

The Member hereby releases and forever discharges The KOIpond, its administrators, agents, assigns, and all other persons, firms, corporations and educational institutions, who it might be claimed to be liable, none of whom admit any liability from any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever and particularly on account of all injuries known and unknown, both to person and property, which have resulted or may in the future develop from any accident which might occur as a result of any activity sponsored by or occurring at the KOIpond. The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, stipulated or otherwise, on account of the injuries and damages above mentioned, and for the express purposes of precluding forever any further or additional claims arising out of any possibility accident by the undersigned.

It is further agreed that the release expresses a full and complete settlement of liability, regardless of the adequacy of the aforesaid and that the acceptance of this release shall not operate as an admission of the liability on the part of anyone, nor as waiver, or bar with respect to any claim the part or parties release may have against the undersigned.

This release is binding on my heirs, executors, assigns and administrators.

This is a voluntary release for any and all future injuries or accidents. The undersigned is aware of the risks of participating in a community workspace and hereby assumes all risks. The risks include those foreseen and unforeseen, known and unknown.

In the event of a fire, flood, theft or other disaster, your work is not insured by The KOIpound. As a collective we cannot be held responsible for lost, stolen, or damaged artwork or materials. We recommend that you carry your own insurance and keep track of personal belongings left in the Space. Every effort will be made to secure the building and all of our belongings.

Legal Name: _____

Preferred Name: _____

Address: _____

Phone Number: _____

Email: _____

Contact via: Email____ Text____ Both____

Member Signature: _____ **Date:** _____

KOI Approval: _____ **Date:** _____

Individual/Satellite Membership (\$25/\$10)

Individual members of the KOI Pound are granted the following amenities:

- 24 hour access to open studio space, outdoor courtyard, upstairs rehearsal/chill space, kitchen, bathroom and darkroom unless space is reserved.
- Options for indoor/outdoor storage for materials and projects
- Freedom to bring up to two guests to the space. (Excluding Special Events)
- Option to hold classes or events in the space
- Discounted admission to KOI Pound produced events
- Overnight use of the space not to exceed 5 consecutive nights.
- Individual voting rights in elections and other KOI Pound business.

Individual memberships are currently \$25 a month plus a required 4 hours of volunteer time per month at the space. Satellite memberships are currently \$10 a month plus a requested 4 hours of volunteer time if able for members living more than 30 miles away.

Shop Memberships (\$50)

Shop members of the KOI Pound are granted the following amenities in addition to all of the Individual amenities:

- 24 hour access to the shop and use of the tools once training and safety requirements are met.

Shop memberships are currently \$50 a month plus a required 4 hours of volunteer time per month at the space.

Group Memberships (\$50-4 members, \$75-6 members, \$100-8 members)

Membership options for small, medium, and large performance groups are also available. In addition to most of the Individual amenities, Groups memberships include:

- Guaranteed 4 hour reserved practice slot once a week in space or in courtyard
- Groups may have a minimum of 2 votes and a maximum of 4 votes based on membership size in any election or other KOI Pound business.

Each group member is expected to complete 4 hours of volunteer time. If a member is unavailable to complete the time, the other group members are permitted to bank additional time on their behalf.

The KOIpound Rules and Guidelines

- Respect of the space and other members as well as guests and property is required. If there is a dispute, the KOIpound Board reserves the right to remove any member or non member from the premises on a one time or permanent basis if resolution can not be reached.
- Common sense, courtesy, and respect should prevail at all times. Please put things away, clean up messes, fix things that get broken or find someone who can. Your mother doesn't work here, so please do your part to keep the space running and feel free to ask for help!
- KOIpound tools and materials are for pound space use only. Please don't take them for home improvement or outside purposes.
- Membership dues are to be paid by the 28th of the month for the following month. Dues may be paid via cash or check made payable to Sarah Parsons and left in the lock box aka The Mouth, or via the Paypal account (koipound@gmail.com). Failure to pay dues will result in cancellation of membership. Upon failure to pay, you will have until the 1st of the month to remove any projects or belongings from the Space.
- The door code is issued to KOIpound members only, and is not to be shared with anyone else. For everyone's security, please lock the door behind you immediately upon entering and do not admit anyone to the building that does not have the door code. The code will be changed monthly.
- Members are welcome to bring up to 2 guests to the space, provided the guests remain in the Member's company at all times. The Member will also be responsible for the conduct of his/her guest and accountable for any damages done by the guest. This does not apply to special events with a cover charge.
- City, state, and federal laws must be abided by at all times while at the Space. Violation of these laws is grounds for removal and potential membership revocation.
- Quiet hours per the city noise ordinance are from 11PM-7AM. No loud music or construction noise is allowed between these hours.
- The upstairs and courtyard practice areas will be scheduled on a first come, first served basis. To reserve a block of practice time, please pencil in your name and the time on the calendar located on the cork board at the base of the stairs.
- Fire groups should practice the safety guidelines outlined in the NAFAA Performer Safety Guidelines. (http://www.nafaa.org/nafaa_safety.html) Any fire at the space should also conform to City and State burning regulations.
- These rules are subject to change at any time, per amendment by the KOIpound Board. A current copy of the rules will be posted in the foyer of the Space at all times.
- There will be a well announced community meeting held the first weekend of each month at the Space. All members and potential members are encouraged to attend.
- Storage areas are available and are to be used. Items left out in common spaces are considered community property. Any items deemed trash by more than one community member will be marked as such and have 30 days to be removed.