



NewMakeIt by York Region Makers Membership Agreement

York Region Makers offers tools, training, and consultation services that enable community members to experiment with and master a wide variety of Maker skills. We are dedicated to sharing knowledge, building relationships, and fostering entrepreneurship. NewMakeIt is our open, collaborative shop and idea laboratory where members and students convene to learn and create.

Our Values:

- Community – fosters development of community of diverse people, at low cost, in a positive environment
- Collaboration/Education – facilitates the sharing of knowledge and ideas, critical for personal and professional growth
- Entrepreneurship – supports growth of new businesses through co-working, skill-building classes and consulting services

The following policies are in place to ensure safe and fair access for all members to our facilities. Failure to abide by these policies may result in termination of membership or in the user being held responsible for replacement cost and labour cost of damaged York Region Makers property. Please initial where indicated.

Section 1 – General Policies

- In order to access the Shop and use our facilities, all members, users of the shop, and workshop attendees (“Shop users”) must complete an orientation in workshop and facility safety procedures. These orientations are scheduled on a regular basis and can be arranged by emailing info@newmakeit.com or by checking the schedule on our website at www.newmakeit.com.
- All Shop users are required to sign a Release of Liability Waiver before using any equipment, tools, or services in our facility.
- All Shop users are responsible for their own safety. York Region Makers will not be held liable or responsible for any injury sustained by using the Wood and Metal Shop or any of the facilities or equipment of York Region Makers.
- If at any time you notice machinery, equipment, and/or tools that are not functioning properly, stop using the malfunctioning equipment and contact Staff. If Staff is not available, please contact a Board member immediately. A list of cell phone numbers is posted in several locations throughout the facility for this purpose.
- When using any of the York Region Makers machines or facilities, Shop users must return machines and facility to the state they were found in (i.e. clean, fully assembled, in good working order, etc.).
- Reclaimed wood is only to be used in the Shop after it has been made free of metal. If the Shop user fails to remove all metal from wood, and the metal damages York Region Makers blades or machines, the Shop user will be liable for all costs (replacement and labour) associated with fixing the blade or machine and any resulting physical injuries. Please notify Staff of your intent to use reclaimed wood materials prior to bringing those materials into the facility. Green lumber and pressure treated lumber cannot be used unless reviewed or tested by the Staff.
- Under no circumstances can a Shop user store any items in the shared space of the Shop without receiving prior consent from York Region Makers. York Region Makers is not responsible for any damage to projects or material stored in Shop.
- All materials and projects in the Shop must be labeled. Labels must include full name, phone number, and projected move date. All non-labeled or partially labeled projects/materials may be removed from the premises by York Region Makers staff.

Section 2 - Expectations

- Pay dues on time, abide by the Membership Agreement, and contribute to the space. This includes, but is not limited to, cleaning the space, participating in projects that better the common work area (new workbenches, tables, shelves, etc.), and managing group projects. All members are expected to keep our MakerSpace running smoothly and looking clean and professional.
- Membership is not a guarantee. York Region Makers expects that Shop users will show one another goodwill and respect. Engaging in rude, embarrassing, obnoxious, or generally nasty behaviour can result in termination of your membership.



- c) Using the MakerSpace may be limited when Workshops are in session. Equipment, machines, classroom space, and other areas may be reserved for classes. Check the online workshop calendar to determine availability ahead of time if you need a specific machine or work area.
- d) Tables marked as reserved for workshops are for the exclusive use of instructors and attendees beginning 30 minutes prior to the start of the workshop.
- e) Please be considerate and refrain from excessively noisy work (planning, jointing, grinding) during the first hour of the workshop.
- f) Classes will receive priority on all required equipment in the Wood and Metal Shop.
- g) If you are on a deadline with a project, please speak with the instructor and/or Shop Manager. We want you to finish your project and have the workshop be a success.

Section 3 - Shop Rules and Code of Conduct

- a) Always wear proper eye and ear protection while in the shop area. It is also recommended that you wear proper footwear. This applies regardless if you are working on machinery or not.
- b) No Shop user may use any shop equipment unless authorized to do so by successfully passing the York Region Makers orientation.
- c) Only authorized York Region Makers members are permitted in the Shop without prior permission and supervision. Keeping foot traffic to a minimum creates a safer and more comfortable working environment.
- d) Never run any materials with metal or paint through any of the Woodshop machines.
- e) Never run any wet or green wood materials of any kind through any of the Woodshop machines.
- f) Replacement cost due to neglect by breaking Shop policies will be the responsibility of the individual who caused the damage.
- g) No pets allowed in any of the Shop areas.
- h) As much as possible, please refrain from excessively noisy work.
- i) Do not attempt to oil, clean, adjust or repair any machine while it is running. Do not perform any of these tasks unless you have the proper training and permissions to do so. Performing maintenance on moving machinery can lead to injury or death.
- j) Never open any covers, casing, or shrouds while the machine is running.
- k) Ensure that all machine guarding is in place and functioning properly. It is your duty to inform the Shop Manager if the guarding is damaged or malfunctioning. Malfunctioning guarding will not properly protect you and becomes a hazard itself.
- l) Never leave machines running unattended. Others may not notice the machine is running and be injured by moving tooling.
- m) Do not try to stop the machine with your hands or body. Stopping the machine with your body can result in entanglement, dismemberment or death. Always let moving parts come to a stop under their own power.
- n) Always keep hands, hair, feet, etc. clear of all moving machinery at all times. All long hair must be tied back above shoulder height. Loose fitting clothes such as baggy sweatshirts or long sleeve shirts with loose cuffs should not be worn in the Shop.
- o) Double-check that all tooling and work pieces are properly supported and clamped prior to starting the machine.
- p) Heavy or unwieldy work pieces often require special support structures or assistance from other members or Shop support. Always ask for help if you are unsure if your work piece requires additional support. This will protect you and those around you from injury.
- q) Remove chuck keys, wrenches and other tools from machines after making adjustments. Chuck keys left in the chuck when the machine turns on become dangerous flying objects.
- r) Always deburr sharp edges of freshly cut stock. This includes the piece of stock that goes back in the stock rack. Eliminating burred edges minimizes the chances for personal injury and marring of precision machine surfaces.
- s) Never start a conversation with someone who is using machinery. Always wait for them to complete their task before talking.
- t) Never attempt to squeeze behind someone while they are using machinery. Always stop and wait for them to complete their task before passing.
- u) Work at a pace that is comfortable for you. Rushing will compromise your safety and increases the chance of damaging equipment.
- v) Listen to the machine(s) — if something does not sound right, shut it down. Often if the machine sounds abnormal to you, it likely is not operating properly. Inform the Shop Manager if you believe the machine to be operating abnormally.
- w) If you do not know, or are unsure how to do something — ASK! Do not engage in any activity that you are not comfortable with. Trust your judgment. Check with the Shop Manager, Staff or another member who has more experience.



- x) Every member is responsible for keeping their keys and cards secure. Immediately report the loss of keys or access cards to any York Region Makers Board member or Shop Manager. This will help us maintain security and ensure that no unauthorized person is using your card. There will be a \$10 replacement fee for all lost or stolen keys and cards.
- y) You are responsible for cleaning up after each project. Sweeping, wiping down machines, and cleaning off tables shows respect for other members coming in after you.
- z) Keep floors free of oil, grease or any other liquid. Please clean up spilled liquids immediately to prevent slipping hazards. Members are responsible for keeping all work areas clean and free of debris.
- aa) All materials should be stored in such a way that they cannot become tripping hazards. Return all excess material to its proper storage place.
- bb) All hazardous materials and chemicals must be properly stored in the locked cabinet at all times when not in use. Prior permissions are required to use and house such materials.
- cc) Stay organized by putting tools away when not in use. This prevents loss and also makes them available to others.
- dd) Don't waste. Place all used scrap in marked containers.
- ee) All work should stop 15 minutes prior to closing time. This will provide ample time to clean and replace tools for the next Shop user. Staff will give 30 minutes notice of closing.

Section 4 - Electronics, Computing, and Networking Policy

You agree that when using electronic, computing, or network devices ("Services") owned by York Region Makers, or connected to its network, that you will not:

- a) Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- c) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through York Region Makers Services.
- d) Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- e) Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- f) Upload files that contain viruses, Trojan Horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- g) Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- h) Restrict or inhibit any other user from using and enjoying the Services.
- i) Violate any code of conduct or other guidelines, which may be applicable for any particular Service.
- j) Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- k) Violate any applicable laws or regulations by creating a false identity for the purpose of misleading others.

Section 5 - Personal Tools, Equipment, and Materials Policy

- a) Personal use tools, equipment, and materials ARE allowed to be brought into the York Region Makers facility. Any personal tools must be checked in by the Shop Staff to ensure safety and appropriateness.
- b) All personal use equipment, tools, and materials must be CLEARLY labeled with your name, phone and email address.
- c) Personal use tools, equipment, and/or materials may not be used by other members without the express permission of the owner.
- d) Any and all personal use tools, equipment, and materials must leave with the owner, unless otherwise permitted, or be secured in a private storage location.
- e) York Region Makers is not responsible for lost or stolen tools, equipment, or materials.



Section 6 - Workshop Attendance and Participation Policy

- a) **Registration:** Advance registration is necessary. Instructors, workshop times, and workshop dates are subject to change. If we reschedule a workshop to another date, attendees are entitled to a full refund. York Region Makers reserves the right to change instructors without prior notification, and to change workshop location and meeting times by up to an hour with 48 hours prior notice. To register for a workshop, attendees must pay in full at the time of enrollment. To sign up after the registration deadline, please call to ensure enrollment is still open.
- b) **Withdrawals and Transfers:** In the event an attendee must withdraw from a workshop, he or she may do so any time before the registration deadline of the workshop, and will receive a 100% refund of workshop cost. Withdrawal after the registration deadline, but before the cancellation deadline will receive a 50% refund on workshop cost. Failing to attend a workshop without cancellation forfeits the workshop cost. For certain workshops, materials are non-refundable as noted in the course description. Workshop enrollment is non-transferable: requesting to transfer to another section of the same workshop is considered a withdrawal. A credit of your enrollment fee may be issued for medically excused emergencies (with documentation) or family bereavement. Please provide advance notice to the extent possible. Other than this, there will be no exceptions.
- c) **Material and Equipment Fees:** Workshops that make use of tools or supplies will most likely require a material or equipment fee. This pays for in-workshop consumable items (e.g., drill bits, gas, wood, metal, etc.) and the upkeep of tools used for that specific workshop (saw sharpening, tool repair, welding tips, software updates). In some circumstances, attendees may also be required to purchase certain supplies on their own. This will be clearly indicated in the full online and displayed course descriptions.
- d) **Missed Workshops and Lateness:** Missing the first day of a course may be grounds for withdrawal without refund. Please email us if you know you are going to miss the first day of a course. Advance notice may allow some sort of accommodation, such as a paid makeup session. However, York Region Makers is not obligated to offer complimentary makeup sessions outside workshop times or in concurrent or future course sections. Instructors are not obligated to catch attendees up during scheduled workshop time for missed sessions or excessive lateness.
- e) **If We Cancel or Reschedule a Workshop:** Most workshops offered at York Region Makers must have a minimum of 5 attendees registered in order for the workshop to commence. In the event a workshop does not receive sufficient enrollment, it may be canceled. Attendees will be notified at least 48 hours prior to the start of the workshop. In the event of a cancellation, attendees will be refunded within 10 business days. If we reschedule a workshop to another date, attendees may attend the new date or, are also entitled to a full refund. York Region Makers reserves the right to change instructors without prior notification, and to change workshop meeting times by up to an hour with 48 hours prior notice.
- f) **Workshop Feedback:** At the conclusion of every workshop, attendees may receive an emailed evaluation request. We depend upon your feedback to help us improve our offerings. If you have any issue with a workshop you are currently enrolled in, please either raise your issue with the instructor at the end of the workshop meeting or email us. It is our general experience that most issues can be satisfactorily addressed before the workshop concludes. Complaint resolution may involve contacting the instructor and other attendees. All emailed comments will remain confidential upon request.



Section 7 - Membership and Workshop Participation

Agreement

This Membership Agreement ("Agreement") is entered into by and between York Region Makers, and the undersigned member and any associated minors on the date this Agreement is signed "Effective Date".

- a) **Membership Package:** Member has agreed to pay the amount(s) indicated under MEMBERSHIP RATES AND HOURS attached as an addendum to this Agreement and made a part hereof in exchange for the membership benefits listed. York Region Makers agrees to provide such benefits to Member.
- b) **Rights of Publicity and Consent to Receive Emails:** Member hereby grants to York Region Makers the right to photograph and videotape Member and Member's materials and art and to use, copy, modify, publish and distribute such photographs and videotapes taken in the York Region Makers facility and any derivatives thereof, in any and all formats, currently known or unknown. Member also hereby releases, discharges, and agrees to hold harmless York Region Makers and its owners, agents, landlord, officers, and employees from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof.
- c) **Term:** The term of this Agreement begins on the Effective Date and will continue on a recurring basis as described in the MEMBERSHIP RATES AND HOURS. All Membership cancellations must be received by email to membership@yorkregionmakers.com, 30 days prior to desired final membership bill date, at which point the member's last month of membership will begin.
- d) **Immediate Termination:** York Region Makers may immediately terminate the rights granted to Member herein if Member violates shop rules, is in breach of one or more of its obligations which breach it fails to cure within seven (7) days of receipt of a written notice specifying the nature of the breach, or if Member's conduct, or that of someone at the facility with Members' permission or invitation, interferes with use of the facility by other members or results in damage, injury or threat to York Region Makers or its staff or members. If York Region Makers terminates Member's rights for any of these reasons it shall not be required to refund any fees.
- e) **Compliance with the Law:** Member agrees to comply with all relevant laws and regulations in its use of the York Region Makers facilities and agrees not to interfere with the use of the facility by York Region Makers or by others, cause any nuisance or annoyance, cause an increase in York Region Makers insurance premiums or cause loss or damage to York Region Makers (including, but not limited to, damage to reputation), its landlord or any other member or user of the York Region Makers facility or their property. Member acknowledges that (a) the terms of the foregoing sentence are a material inducement in York Region Makers' execution of this Agreement and (b) any violation by Member of the foregoing sentence shall constitute a material default by Member hereunder, entitling York Region Makers to terminate this Agreement, without further notice.
- f) **Warranty Disclaimer:** The facility, tools, materials, equipment, and all services associated with this membership and any workshops are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. York Region Makers disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.
- g) **Limitation of Liability and Waiver:** Member has read, understood, agreed to, and signed a Waiver of Liability and Hold Harmless Agreement which will be provided simultaneously with this Membership Agreement prior to the use of facilities, and/or attendance at any workshop provided by the York Region Makers. No member or non-member is permitted to use the facilities, tools, or machinery for any reason without the acceptance and signing of this Waiver of Liability and Hold Harmless Agreement.
- h) **Policies and Safety Procedures:** Member has read, understood, and agreed to the policies and safety procedures of the York Region Makers which will be provided simultaneously with this Membership Agreement prior to the use of facilities, and/or attendance at any workshop provided by the York Region Makers. No member or non-member is permitted to use the facilities, tools, or machinery for any reason without the acceptance of these policies and safety procedures.
- i) **Photography and Media:** I hereby grant permission to the use of my and undersigned minors' images and likenesses as recorded on audio or video tape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and I waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area. Photographic, audio or video recordings may be used for the following purposes: conference presentations,



educational presentations or courses, informational presentations, on-line educational courses, educational videos, banners and marketing materials, and other similar uses both in print and online.

- j) **Assignment:** This Agreement and the rights and obligations hereunder may not be assigned, delegated or transferred by either party without the prior written consent of the other party. Any such attempt shall be void.
- k) **Waiver:** None of the conditions or provisions of this Agreement shall be held to have been waived by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of such party. Further, the waiver by either party of any right hereunder or the failure to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, shall not be deemed to be a waiver of any other rights hereunder or any breach or failure of performance of the other party.
- l) **Governing Law; Venue:** This Agreement shall be construed in accordance with, and governed by, the laws of the Province of Ontario as applied to contracts that are executed and performed entirely in the Province of Ontario. The exclusive venue for any action, arbitration or other proceeding based on or arising out of this Agreement shall be Newmarket, Ontario.
- m) **Jurisdiction of Disputes; Mediation:** Any disputes based on or arising out of this Agreement or its subject matter, whether based on contract, tort or other legal theory, shall be heard and determined by a judge of the Superior Court of Justice in Canada. The parties acknowledge that disputes brought before the Superior Court are normally referred to mediation prior to trial. Both parties agree to participate in mediation proceedings if recommended by the court.
- n) **Severability:** If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

Section 8 - Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, superseding any and all other previous and contemporaneous agreements, understandings, proposals, conditions, warranties, representations or statements, oral or written, with regard to the subject matter hereof. Any previous agreements between the parties pertaining to the subject matter of this Agreement are hereby expressly canceled and terminated.



Membership Includes:

	Hobbyist			Professional	
	Nights/Weekends	Daytime	Anytime	Daytime	Anytime
Evening Access (5pm-10pm)	✓		✓		✓
Weekend Access (Sat & Sun)	✓		✓	✓	✓
Weekday Access (Mon – Fri 9am-5pm)		✓	✓	✓	✓
Printer / Scanner <i>per month</i>	30 B/W 10 Colour	30 B/W 10 Colour	30 B/W 10 Colour	200 B/W 60 Colour	200 B/W 60 Colour
Laser Cutter / Engraver (Cert. required)	✓ <i>Can Book 2-hour times 24 hours in advance</i>	✓ <i>Can Book 2-hour times 24 hours in advance</i>	✓ <i>Can Book 2-hour times 24 hours in advance</i>	✓ <i>Can Book 4-hour times 7 days in advance</i>	✓ <i>Can Book 4-hour times 7 days in advance</i>
AXYZ CNC Router (Cert. Required)	✓ <i>Can Book 3-hour times 24 hours in advance</i>	✓ <i>Can Book 3-hour times 24 hours in advance</i>	✓ <i>Can Book 3-hour times 24 hours in advance</i>	✓ <i>Can Book 6-hour times 7 days in advance</i>	✓ <i>Can Book 6-hour times 7 days in advance</i>
Tormach CNC Mill (Cert. Required)	✓	✓	✓	✓	✓
3D Printing	✓	✓	✓	✓	✓
Electronics Lab	✓	✓	✓	✓	✓
Meeting Room Access	✓	✓	✓	✓	✓
Vinyl Cutter	✓	✓	✓	✓	✓
Tool Room Access	✓	✓	✓	✓	✓
Wood / Metal Shop	✓	✓	✓	✓	✓
Paint/finishing room	✓	✓	✓	✓	✓
Network Storage	✓	✓	✓	✓	✓
Discounted training	✓	✓	✓	✓	✓
Vendor Discounts	✓	✓	✓	✓	✓
Online Scheduling	✓	✓	✓	✓	✓
Storage Locker	N/A	N/A	Add.	Add.	✓
Long Term Materials Storage	N/A	N/A	Add.	Add.	Add.
Digital Fab Time (Laser/CNC/Tormach)	15 hrs/mo	15 hrs/mo	20 hrs/mo	25 hrs/mo	30 hrs/mo



Membership Rates:

	Hobbyist			Professional	
	Nights/Weekends	Daytime	Anytime	Daytime	Anytime
Monthly Membership	\$80.00		\$95.00	\$129.00	\$149.00
3 Month Autopay	\$76.00 / month		\$90.00 / month	\$123.00 / month	\$142.00 / month
6 Month Autopay	\$74.00 / month		\$87.00 / month	\$119.00 / month	\$137.00 / month
12 Month Autopay	\$68.00 / month		\$81.00 / month	\$110.00 / month	\$127.00 / month
12 Month Paid in Full	\$768.00 (\$64.00 / month)		\$912.00 (\$76.00 / month)	\$1,236.00 (\$103.00 / month)	\$1,428.00 (\$119.00 / month)

Additional Fees:

	Hobbyist			Professional	
	Nights/Weekends	Daytime	Anytime	Daytime	Anytime
Additional Digital Fab Time	\$10.00 / hour \$40.00 / 5 hours \$70.00 / 10 hours				
Print Overage	\$0.03 B/W Page & \$0.10 Colour Page				
Storage Locker	N/A		\$15.00		
Access Card	\$10.00 one-time refundable fee				

Other Discounts:

Membership Discounts	
Student Discount	50%
Senior Discount	20%
2 nd Family Member or Employee	25%
1 Year Paid for Up Front	20%

Hours of Operation:

Day	Standard Hours	Extended Hours
Monday	8:30am – 9:00pm	To 10:00pm
Tuesday	8:30am – 9:00pm	To 10:00pm
Wednesday	8:30am – 9:00pm	To 10:00pm
Thursday	8:30am – 9:00pm	To 10:00pm
Friday	8:30am – 9:00pm	To 10:00pm
Saturday	9:00am – 6:00pm	To 7:00pm
Sunday	10:00am – 6:00pm	N/A

Closed Holidays



Discount - Membership Levels

- **Student:** Students 14 years or older have access to our upstairs space, with parental consent. Students under 14 years of age are allowed in the upstairs area only, with a parent or guardian present. Students 16-18 years of age have access to our downstairs space with parental consent. Any student under 16 years of age requires the supervision of a parent or guardian when in the downstairs shop.
- **Senior:** For members over age 60. Must show proof of senior status.
- **2nd Family Member or Employee:** Family members residing at the same physical address as the primary member are entitled to a 25% discount when signing up with the primary member. This discount only applies to direct family members and does not include student membership. Additional employees also qualify for a 25% discount when added to an active professional membership account.





Acceptance of agreement

By signing this Agreement member agrees to comply with York Region Makers Membership Agreement, which Member acknowledges to have received. York Region Makers reserves the right to update and modify the policies and rules and Member agrees to review and be familiar with the most recent policies and rules before each use of the facility.

Print Participant Name _____

Participant Signature _____ Date _____

Print Guardian Name _____
(If participant is under 18)

Guardian Signature _____ Date _____
(If participant is under 18)

Please print and sign to confirm that you have read, understood, and agree to the York Region Makers terms of membership, rules, and safety procedures. Once signed, bring this form in during your safety orientation, or scan it and send a copy to membership@yorkregionmakers.com