

CABBS KEY CARD APPLICATION AND AGREEMENT

This Agreement is made between (Member) _____ and the Cleveland Amateur Boatbuilding and Boating Society ("CABBS") for receipt of a key card that permits access to the workshop at CABBS, 3535 Perkins Ave Cleveland OH 44114.

I. AGREEMENT AND PAYMENT

- a. The term of the agreement is open ended. However, it is limited by several factors that both parties shall agree to as outlined below.
- b. On approval of the Member's application for a key card a serialized key card will be assigned to the Member for his/her individual use and allows the Member 24/7 access for the front door to the workshop. The key card is the sole responsibility of the Member and may not be shared with others. The Member agrees to immediately return the key card on request of the CABBS workspace administration, or CABBS board Member.
- c. The CABBS Member agrees to pay a deposit of \$50 for the key card. The deposit is to be paid directly to the CABBS Treasurer indicating the purpose of payment as "Key Card Deposit." The \$50 deposit will be returned by the CABBS Treasurer on verified return of the key card to CABBS.
- d. Projects brought to the CABBS workshop by Members need not be directly related to a boat project or to CABBS. However, the project must not conflict with, obstruct, or otherwise impede any of CABBS missions, classes, ongoing projects, or other Members in any way.

II. THE WORKSHOP

- a. CABBS will provide a lighted, heated workshop with electricity, restroom and 24hr access to the workshop subject to our agreement with Cromwell Mechanical LLC and it's principals ("Cromwell").
- b. Members with key card access who opt to use CABBS workshop must defer to other Members who have paid a workspace fee to work on a dedicated project in the workshop. The Pre-paid workspace users have priority access over Members issued a key card to all workshop facilities and spaces in accordance with their workspace agreements.
- c. The Member will be responsible for keeping the workshop neat, swept, and free of hazards. The Member will follow all public health and CABBS and/or Cromwell's coronavirus / safety / health advisories and protocols. The Member must at all times conduct themselves knowing they are working in a shared space.
- d. CABBS will provide some shop tools (power and hand) and utilities. CABBS' power tools can be used only by those qualified through the CABBS Safety Training Class. The Member is responsible for bringing any tools, supplies, materials and personal items they will need that is not expressly provided by CABBS.
- e. The Member is responsible for removing all projects, tools, supplies, materials, and personal items after each visit to the workshop. The Member will dispose of waste in a timely manner either in the dumpster or by removal from the premises. The Member is responsible for emptying trash containers and cleaning the common areas, worktables and restroom as needed.

- f. CABBS is not responsible for any items brought by Members to CABBS. It is the Member's responsibility to properly care for and use any and all items brought to the workshop.

III. MATERIALS AND SUPPLIES

- a. The Member is responsible for all supplies and materials for projects brought to CABBS for work. Examples of supplies and materials include – wood, fiberglass, fasteners, epoxy, adhesives, abrasives, paint and hardware.
- b. CABBS stores supplies of plywood, lumber, epoxy, fiberglass, abrasives and paint for use in classes only. These supplies are not to be used by Members.
- c. CABBS receives various donated supplies which we make available to Members at no charge. Members are encouraged to ask what specific supplies might be available for their personal use.

IV. SAFETY, WAIVER AND LIABILITY

- a. The Member must provide their own health insurance. Neither CABBS nor Cromwell are responsible for any injuries occurring on premises.
- b. The Member must take the CABBS Safety Class and sign the liability release agreement. The Member is responsible for their own first-aid and medical treatment.
- c. The Member is responsible for working in a manner that does not inconvenience Cromwell or any other Members or persons, does not create tripping or safety hazards, and does not raise uncontrolled dust.
- d. The Member is to provide visual warnings of any safety hazards. Warning signage must be posted for wet paint, glue drying, or other chemical contact surfaces.
- e. CABBS bears no responsibility for the Member's choice of project or activity, Member's methods, skills, or judgments, nor the appropriateness of any building plan, technique, or material, nor the value of any observations or advice given. The Member is solely responsible for his/her creation and assumes all risks.
- f. CABBS and/or Cromwell will NOT be responsible for the theft, loss or damage to any project, Member's materials, supplies, and tools or other presumed liability resulting from water damage or any activity at the CABBS workshop.

V. MISC.

- a. Scheduled CABBS events such as Membership meetings, board meetings and classes, take precedence over individual workshop projects and activities and may pre-empt a Member's activity during the scheduled CABBS event. Most CABBS events are posted in the CABBS newsletters and/or website and Members can consult with the event leader to determine if their activities can run simultaneously. There may be occasions in which an event is not posted. In such cases, official CABBS events retain priority over Member individual workshop activities.
- b. Should an issue develop with a Member's workshop behavior or the condition in which they leave their workshop, the matter will be brought to the Member's attention. Should the matter not be promptly rectified, they will be informed by registered letter that the matter must be rectified to CABBS' satisfaction within ten days. The Member may appeal to the CABBS Board if they feel they are being treated unjustly. Should the Board NOT rule in their favor, CABBS will

restrict access to the workshop and notify the Member by registered letter. The Member will have ten days from the delivery date to remove any personal property before CABBS will dispose of Member's property and materials in whatever manner it sees fit to clear the premises.

- c. Receipt and possession of a CABBS key card is not a right of Membership. Key cards are a limited resource and must be managed and prioritized according to the Member's and CABBS needs. The determination of which Member can possess a key card is subjective and the purview of CABBS and its designated volunteers who will attempt to exercise fairness in its determinations. Members whose application for issuance of a key card is approved and is thereafter issued a key card will promptly return it on termination of this agreement, the Member no longer needs access to the workshop, or on request of the CABBS Workspace Administration or CABBS Board Member. The \$50 deposit will be returned by the CABBS Treasurer on verified return of the key card to CABBS.

I HAVE READ THIS DOCUMENT AND AGREE TO ITS TERMS:

Application Date: _____

Member: _____

Address: _____

Email: _____ Phone: _____

Emergency Contact: _____ Phone: _____

Member's Signature: _____

For CABBS: _____

Title: _____

Signature: _____

Approval Date: _____

Key Card No. _____ Issue Date _____
