

CABBS INDIVIDUAL WORKSPACE AGREEMENT

This Agreement is made between (member "Builder") _____ and the Cleveland Amateur Boatbuilding and Boating Society ("CABBS") for use of an individualized project workspace at the CABBS' workshop at 3535 Perkins Ave Cleveland OH 44114.

The individual workspace will be used for: _____

Approximate size of the individual workspace and storage area: _____

I. TERM AND PAYMENT

- a. The term of the agreement shall be monthly however - unless terminated by either party - the agreement will be automatically renewed for subsequent months for up to three years with no further option to renew.
- b. The monthly use payment shall be \$50 per month payable in two "half-year installments" of \$300 due upon the start of the yearly term and upon the half-year date, if the workspace is still being used. Should the Builder fail to pay when money is due, they will have a grace period of up to 30 days to make payment.
- c. Since CABBS members are entitled to use the workspace for two months each year at no charge, one free month will be deducted from each "half year" installment: the actual amount due for each half-year installment will \$250. Unused time will be refunded in accord with the months and weeks unused.
- d. In addition to the monthly use fee, CABBS members who receive a key card are required to pay a deposit of \$50. A key card allows 24/7 access for the front door to the workshop. By the terms of this agreement, anyone issued a key card will promptly return it on termination of their workspace use or on request of the workshop administration. The deposit will be returned on receipt of the key card.
- e. Any time lost due to a shutdown of the workspace because of a coronavirus quarantine, government lockdown, or facility problem will be credited to the Builder.
- f. Should the CABBS / Cromwell relationship be severed or if CABBS vacates the building, it will be the Builder's responsibility to find another building location and an appropriate method to remove their project from the premises.
- g. CABBS will consider a project for which use payment is over 30 days past due after the grace period to be abandoned. The Builder will be informed by registered letter ten days prior to the disposal date that CABBS will dispose of the project in whatever manner it sees fit to clear the premises.

II. THE WORKSPACE

- a. CABBS will provide a lighted, heated workspace with electricity, restroom and 24hr access to the workspace subject to our agreement with Cromwell Mechanical LLC and it's principals ("Cromwell").
- b. The Builder will be responsible for keeping their workspace neat, swept, and free of hazards. The Builder will follow all public health and CABBS and/or Cromwell's coronavirus/safety/health advisories and protocols. The Builder must at all times conduct themselves knowing they are working in a shared space.

- c. CABBS will provide the shop tools (power and hand) and utilities. CABBS' power tools can be used only by those qualified through the CABBS Safety Training Class.
- d. CABBS will provide a small storage space for the builder's supplies and personal items. CABBS has a variety of tables and strongbacks available for use by the Builder but if those are not suitable then the Builder will provide their own.
- e. The Builder is to dispose of waste in a timely manner either in the dumpster or by removal from the premises. The Builder is responsible for emptying trash containers and cleaning the common areas, worktables and restroom as needed.

III. MATERIALS AND SUPPLIES

- a. Builder will be responsible to supply all the materials for the construction of their boat, stations and strongback. Materials include – wood, fiberglass, fasteners, epoxy, adhesives, abrasives, paint and hardware.
- b. The Builder will provide a lockable storage crate or box for their project supplies and personal tools. Large project items such as lumber and plywood must be labeled with the Builder/project's name.
- c. CABBS stores supplies of plywood, lumber, epoxy, fiberglass, abrasives and paint for use in classes. These supplies are not to be used by builders. Should a Builder need an incidental amount of a CABBS supply to complete a task, the builder can take what is needed and compensate CABBS for what is taken.
- d. CABBS receives various donated supplies which we make available to builders at no charge. Builders can ask what specific supplies might be available.

IV. SAFETY, WAIVER AND LIABILITY

- a. The Builder must provide their own health insurance. Neither CABBS nor Cromwell are responsible for any injuries occurring on premises.
- b. The Builder must take the CABBS Safety Class and sign the liability release agreement. The Builder is responsible for their own first-aid and medical treatment.
- c. The Builder is responsible for working in a manner that does not inconvenience Cromwell or any other Builders, does not create tripping or safety hazards, and does not raise uncontrolled dust.
- d. The Builder 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 Builder's choice of project, Builder'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 Builder is solely responsible for his/her creation and assumes all risks.
- f. Neither CABBS nor Cromwell will be responsible for the theft, loss or damage to any project, Builder's materials, supplies, and tools nor other liability resulting from water damage or any activity at the CABBS workspace.

V. MISC.

- a. The Builder will provide an article for the CABBS newsletter every other month (minimum 100 words) updating the membership on progress and sharing insights and lessons learned.
- b. Scheduled CABBS events such as membership meetings, board meetings and classes, take precedence over individual workspace project(s) and may pre-empt a Builder's activity during the scheduled CABBS event. CABBS events are posted in the CABBS newsletters and/or website

and Builders can consult with the event leader to determine if their activities can run simultaneously.

- c. Should an issue develop with a Builder's workspace behavior or the condition in which they leave their workspace, the matter will be brought to their 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 Builder may appeal to the CABBS Board if they feel they are being treated unjustly. Should the Board not rule in their favor, CABBS will evict the project and inform the Builder by registered letter ten days prior to the eviction date that CABBS will dispose of the project in whatever manner it sees fit to clear the premises.

I HAVE READ THIS DOCUMENT AND AGREE TO ITS TERMS:

Builder: _____

Address: _____ Phone: _____

Email: _____

Emergency Contact: _____ Phone: _____

Builder's Signature: _____ Date: _____

For CABBS: _____

Title: _____

Date: _____