



BSM MEMBERSHIP AGREEMENT

Section 1 - Membership Agreement

Boulder Street Moto, a Colorado Nonprofit Corporation ("Boulder Street Moto") and the entity or person identified on the signature page of this agreement ("Member"), hereby agree that Boulder Street Moto, will provide to the member shared usage of the Boulder Street Moto facilities located in Colorado Springs, Colorado. This Agreement is a Membership and is **not a lease or any other form of tenancy agreement**.

1. Duration of Agreement & Termination. This Agreement is a Membership and shall commence on the date the applicant has been approved and receives an official welcome letter. This Agreement shall automatically renew 12-months from this date. The Member and Boulder Street Moto may terminate this Agreement, without penalty, any time with 30 days' written notice. Notwithstanding the foregoing paragraph and notice period, Boulder Street Moto reserves the right to terminate a membership and associated access to, and use of, Boulder Street Moto's facilities at any time, immediately and without notice, if the Member fails to comply with any provision of this Agreement, Member Code of Conduct, or the published Oath of Coolness. Upon termination of this Agreement, Member shall thereafter have no further right to use Boulder Street Moto facilities in any manner and Member shall make no further use of Boulder Street Moto other than to remove personal items. All advance fees, if any, shall be justly prorated and returned to Member, along with deposits, within 90 days of the termination of this agreement. Personal items must be removed from Boulder Street Moto within 7-days of the termination of this agreement, after which period they become property of Boulder Street Moto.

2. Rules and Policies. Member agrees to follow the current published Boulder Street Moto rules Membership Agreement, Membership Rules and Policies, Member Code of Conduct, Release of Liability, Authorization for Preauthorized Payments, and the Oath of Coolness. Boulder Street Moto reserves the right to amend these documents from time-to-time at its sole discretion. These documents are published on the Boulder Street Moto website and members will be notified via text or email when these documents are modified and/or updated.

3. Description of Services. Boulder Street Moto agrees to provide Member with secured entry access to the facility, usage of designated workbenches, lifts, tools and supplies, reasonable electrical power, motorcycle storage (if applicable), and a storage bin (if applicable).

4. Member Obligations. Member shall only use the facilities in accordance with Boulder Street Moto Rules and Policies. The shared facilities shall be kept in an organized, clean condition at all times. Member will not cause any damage to any part of Boulder Street Moto, including unreasonable or inappropriate wear on equipment or damage to the building in which Boulder Street Moto is located ("Building"). Unreasonable damage is the responsibility of the Member to correct (fix or pay to repair). Member shall not disturb the use and enjoyment of the Services by any other Member of Boulder Street Moto or the use and enjoyment of the Building by any occupant of the Building. Member shall not use Boulder Street Moto facilities for any inappropriate or unlawful activity including obscenity and use of material protected by intellectual property laws. Members shall not 'live' at the Boulder Street Moto facilities at any time (sleep/eat/shower beyond one 24-hour day).

5. Fees. Member agrees to ensure funding is available in their bank account for the monthly auto-draft. Failure to do so may result in termination of this Agreement and revocation of Member's use of the facilities. In addition, Member shall pay all reasonable third-party fees (attorney's fees and debt collection fees specifically included) and other costs incurred by Boulder Street Moto in connection with any late payments or past due amounts. All applicable fees are due on or around the 27th of each month and automatically drafted from the Member's bank listed in the membership application.

6. Cancellation Policy. All membership terms are for 12-months, paid monthly. Memberships will auto-renew upon the anniversary date unless the member notifies Boulder Street Moto in writing 30-days prior to renewal date. There is no early cancellation penalty. However, if Member either cancels membership or downgrades to a BSM Supporter and decides to re-join as a regular member within 12-months of cancellation, a one-time \$200 re-join fee will be charged.

7. Risk of Use. Member acknowledges that he/she is using the facilities at his/her own free will and decision. Member acknowledges that Boulder Street Moto does not have any liability with respect to Member's access, participation in, use of the facilities, tools, or any loss resulting from such participation or use. Boulder Street Moto and Nor'Wood Development, Inc., and its respective board members, employees, volunteers, instructors, agents, contractors and officers shall not, to the extent permitted by law, be liable for, and the Member waives all right of recovery against Boulder Street Moto and Nor'Wood Development, Inc., and such individuals for any damage or claim with respect to any injury to person or damage to, or loss or destruction of, any property of Member, its contractors, employees and invitees due to any act, omission or occurrence in or about Boulder Street Moto or the Building. Member agrees to indemnify, defend, protect and hold Boulder Street Moto and its respective board members, employees, volunteers, instructors, agents, contractors and officers harmless from and against all claims of whatever nature arising out of Member's use of the facilities and occupancy of Boulder Street Moto.

8. Interruption of Service. Member acknowledges that due to the imperfect nature of electronic communications, electronics and utilities, Boulder Street Moto shall not be responsible for damages, direct or consequential, which may result from the failure of Boulder Street Moto to furnish any of the Services. Boulder Street Moto will, however, act in good faith and in a commercially reasonable manner in working to remedy any flaws in the facilities or equipment, or delays in providing access to the facilities or equipment to the Member.

9. Relationship of the Parties. Member is not an employee or contractor of Boulder Street Moto. Boulder Street Moto has no right to work produced by Members or guests working at Boulder Street Moto.

10. Partial Invalidity. If any one or more of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

11. Waiver. No delay or omission on the part of Boulder Street Moto in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of Boulder Street Moto, nor shall any waiver of such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion. The acceptance by Boulder Street Moto of any payment, or of a sum less than is due, shall not be construed as a waiver of any of Boulder Street Moto's rights unless such waiver is in writing.

12. Non-Discrimination Policy. Boulder Street Moto does not promote or discriminate against any person, population group, or organization with regard to categories protected by applicable United States law. These include, but are not limited to race, color, religion, sex, gender expression, physical appearance, language, education background, national origin, age, disability, and veteran status.

13. THIS AGREEMENT IS NOT A LEASE AND DOES NOT CREATE OR REFLECT ANY FORM OF TENANCY OR INTEREST IN REAL PROPERTY IN FAVOR OF MEMBER. This agreement is subject and subordinate to a lease by and between Boulder Street Moto and Nor'Wood Development, Inc. This agreement shall automatically terminate simultaneously with the termination of said lease. This agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Colorado.

Section 2 - Membership Rules and Policies

1. Garage Usage: Boulder Street Moto is a PRIVATE GARAGE and membership must be first approved by its Board of Directors (aka, "The High Council of Wrenchers"). Use of the facility is for current regular BSM Garage Members only. The garage is UNSUPERVISED and members are expected to follow all rules, policies, the published code of conduct, and the Oath of Coolness. Failure to do so may result in a termination of membership.

2. Garage Access: Each member will have 7x24 access to the garage, with the exception of special events. Each member will be assigned an access and alarm code for entrance to the garage. This code is the member's responsibility, should be kept in a secure location, and never shared with a non-member or BSM Supporter.

3. Security: The facility must be locked when not in use. It is each member's responsibility to secure the building upon leaving. This includes turning off all lights, turning off sound system (if applicable), returning all tools and supplies to their original location, cleaning up the work area, turning down the heaters, arming the security system, and locking the entrance door.

4. Tools and Tool Usage: Basic motorcycle and motorcycle-related tools and solvents are provided as part of membership. It is each member's responsibility to properly use and care for these items in accordance with the Boulder Street Moto Code of Conduct. Any lost or damaged tools resulting from improper handling (i.e., using a socket wrench as a hammer) may result in the member being charged a fee to cover the repair or replacement cost of the damaged or lost tool.

5. Waste & Fluids Disposal: Members are responsible for the proper disposal of their used or discarded fluids (engine oil, gasoline, etc.). Boulder Street Moto does not offer oil disposal services and fluids must be removed from the premises each day. **OVERNIGHT STORAGE OF EXTRA FUEL, DISCARDED FUEL, OR USED OIL IS STRICTLY PROHIBITED.**

6. Motorcycle Storage: All stored motorcycles must be pre-approved by Boulder Street Moto in advance. It is HIGHLY RECOMMENDED to have theft insurance on any stored motorcycle since motorcycle storage is at a member's own risk. Boulder Street Moto is not responsible for any damage or theft of a member's motorcycle(s). The garage is not a staffed, temperature regulated, dust-free, commercial storage facility; it's a working garage. High value and/or show-quality motorcycles are welcome to be stored, but again, it is at the member's own risk.

7. Personal Tools: Members are more than welcome to bring in their own tools, fluids, solvents, etc. to use in the garage. Unless the member is renting a designated storage tub, these tools should be brought home each day and not left anywhere on the premises.

8. Theft or Damage: Boulder Street Moto is not responsible for damage to, or theft of, any member's personal property to include, but not limited to, motorcycles, tools, parts, or supplies. **The garage is an unsupervised workspace, and all members use it at their own risk.**

9. Shared Building: The Boulder Street Moto shares the building with another tenant and members are expected to respect this tenant's space (unnecessary noise, etc.), including the shared bathroom.

10. Guest Policy: Members are welcome to bring a guest to the facility for ESCORTED TOURS ONLY. Guests are prohibited from entering the Boulder Street Moto garage without a Member present. Guests are not allowed to use any tools or equipment, except as part of a scheduled class/workshop and only if a waiver is signed. Members are responsible for their Guests and their actions at all times. Guests are not allowed for certain events, such as Open Wrench Nights.

11. Minors: Boulder Street Moto is not a day care. Minors 18 and under must be accompanied closely by Parent or Legal Guardian at all times. Accompanied closely means visual range generally, and immediate reach when near dangerous tools. Parents/Legal Guardians are responsible for their children and their actions.

12. Parts Storage: With the exception of approved motorcycles, the Boulder Street Moto is not a storage facility. Projects (and materials for them), personal tools, and supplies can only be stored in designated project areas (Project Bench), or in a rented storage tub. Firearms, gunpowder, primers, and assembled ammunition cannot be stored at the Boulder Street Moto at any time.

13. Special Events: Scheduling of events may be done throughout the year by Boulder Street Moto and members will be notified in advance whenever possible. During special events, normal garage usage (wrenching) will not be available.

14. Loaning/Donating Tools and/or Supplies: Members can generously donate tools and supplies for use in the space, either by loaning them or donating them outright. In either case, the following conditions apply:

- All donated or loaned tools and supplies must be first approved by the High Council of Wrenchers.
- Loaned items must be labeled with the owner's name and may be returned at any time by the owner.
- Boulder Street Moto is NOT responsible for maintenance, damage, theft, or loss of any loaned or donated equipment.

15. New Member Orientation: Member acknowledges and agrees that before any initial use of the facility, tools or any other assets of Boulder Street Moto occurs, Member will complete a New Member Orientation with an authorized member of the High Council of Wrenchers. Once the orientation has been completed, the Member is welcome to use the facility, tools and other assets of Boulder Street Moto as outlined in this Agreement.

16. Firearms: firearms are not permitted inside the Boulder Street Moto garage facility or anywhere on its surrounding property unless the individual possesses a valid conceal-carry permit with the State of Colorado.

Section 3 - Member Code of Conduct

- Boulder Street Moto may ban anyone from the premises and/or cancel their membership of anyone who violates the Code of Conduct.
- All members are expected to demonstrate Boulder Street Moto's core values: acceptance of others, welcoming diversity, promoting inclusion, and celebrating our unique differences. Spreading negativity via social media or directly with fellow members and/or BSM Supporters will not be tolerated.
- Safety is important, if you are unsure of how to safely do something, then don't do it.
- Always leave the space better than you found it. This includes taking out the trash, wiping down workspaces, sweeping floors, returning tools to the proper place, etc. Remember that The Boulder Street Moto Garage has no staff or janitorial service, just volunteers.
- Take your discarded fluids with you: oil, gas, used solvents, etc.
- Tools/resources must stay on the premises so that other members may use them. Removing tools/resources from the space without authorization from Boulder Street Moto is theft.
- Everyone must sign a release of liability.
- All members are expected to maintain a safe and clean environment at all times.
- **The consumption of alcohol while actively working ("wrenching") in the garage is strictly prohibited.**
- No pets allowed in the building. Note that dogs are allowed on a case by case basis.
- It is the responsibility of each member to help enforce the Code of Conduct. If someone is violating the Code of Conduct politely explain to them why their behavior is not acceptable. Egregious violations should be reported Boulder Street Moto's High Council of Wrenchers (the Board of Directors).
- Bring your attention, your common sense, and your common courtesy any and every time you come to The Boulder Street Moto.
- Be safe. If you don't have training on a tool, don't use it. If you see someone being unsafe, speak up. WEAR YOUR SAFETY GOGGLES.
- Keep your motorcycle(s) parked in its designated storage space. If it leaks, it's your responsibility for the CAPTURE, CLEAN-UP, and DISPOSAL of all fluids. If it leaks gas, either fix it, or take the motorcycle home. Cover it if you don't like dust.
- Firearms are not allowed in the garage or garage property unless the member possesses a valid conceal-carry permit with the State of Colorado.

Members agree that in order to be a member of Boulder Street Moto Garage, they must be in good standing. Members in good standing must meet all requirements specified in this document, must complete and sign a Membership Application, all applicable waivers, complete a new member garage orientation, and be current with all dues and fees. Members understand that failure to comply with the Code of Conduct, the Oath of Coolness, or any other published rules and policies may result in termination of membership. Members recognize that the Code of Conduct does not establish a complete set of rules covering every aspect of appropriate behavior and that any behavior deemed to be inappropriate will be reviewed and could result in membership termination. Members understand that annual renewal of membership is not guaranteed. Members have read this form and have agreed to its terms.

Section 4 - Release of Liability

A Member, hereinafter referred to as the "Participant", for the Participant's self and for the Participant's estate, heirs, representatives and assigns do hereby grant the following waiver, release of liability, and indemnity to Boulder Street Moto, its representatives, its officers, and its members (hereinafter known collectively as "BSM"). By the Participant's signature the Participant affirmatively states and confirms that the Participant understands and agrees that act of riding and/or mechanically working on a motorcycle inherently may carry risk of injury, death and/or property loss. The Participant agrees to and hereby assumes the risk of all such dangers and losses while participating in the riding of any motorcycle or mechanically working on any motorcycle, with BSM and the Participant, for the Participant's self and for the Participant's estate, heirs, representatives and assigns, further agrees to hold harmless and release BSM from any and all liability for any injury, death and/or property loss that the Participant may suffer during or as a result of riding with or mechanically working on a motorcycle with BSM.

The Participant hereby agrees to indemnify BSM and hold BSM harmless from any and all cost or loss resulting from any injury or property loss, or other negligence, caused by the Participant which occurs as a result of the Participant's riding of a motorcycle or mechanically working on a motorcycle, with BSM, including, without limitation, all claims, losses, demands, actions, causes of action, costs, loss of service, expenses, damages, judgments, and execution that the Participant may have had, now has, or may have, against BSM.

If the Participant, at the time of signing this Release of Liability, is not a current member of BSM, the waiver, release, and indemnity shall run for the duration of the time that Participant is riding a motorcycle or mechanically working on a motorcycle with BSM. For current members of BSM, this waiver, release, and indemnity will remain valid and enforceable for the entire time that Participant's membership in BSM is current.

Participant acknowledges that he/she has procured the proper vehicle insurance so as to be compliant with current Colorado law and that he/she is procured the proper license so as to operate a motorcycle legally on the streets of Colorado. If mechanically working on a motorcycle on BSM premises, participant acknowledges that he/she is doing so at their own risk.

Section 5 - Authorization Agreement for Preauthorized Payments

Members hereby authorize **BOULDER STREET MOTO** to initiate **DEBIT** entries to accounts indicated in their application on a **MONTHLY** basis in the amount of listed on page 1 of the Membership Application and Agreement for the purpose of Boulder Street Moto Membership. If applicable, this agreement will automatically renew on the 12-month anniversary month of membership and continue until cancellation of Boulder Street Moto Membership by providing a 30-day written notice.

Members understand that this authorization will remain in effect until canceled in writing, and agree to notify Boulder Street Moto in writing of any changes in bank account information or termination of this authorization at least 30-days in advance. If the above noted payment dates fall on a weekend or holiday, Members understand that the payments may be executed on the next business day. For ACH debits to checking/savings accounts, Members understand that because these are electronic transactions, these funds may be withdrawn from accounts as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) Members understand that Boulder Street Moto may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$15 (or applicable overdraft fee amount) charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. Members acknowledge that the origination of ACH transactions to accounts must comply with the provisions of U.S. law. Members certify that they are an authorized user of this bank account and will not dispute these scheduled transactions with the bank; so long as the transactions correspond to the terms indicated in this authorization form.