

Studio Z Project Membership Agreement 2022

This Membership Agreement (hereinafter the "Agreement") is entered into on this _____ day of _____ 2022 by the applicant for the purpose of applying for Membership (defined below) to Studio Z Project (hereinafter "SZP").

RECITALS

The Member (defined below) agrees to become a Member, on the terms and conditions set forth herein, in order to utilize the SZP facilities and to obtain certain benefits and privileges. Member has completed the application process and has been approved for Membership. Additionally, Member has provided proof of up-to-date COVID-19 vaccination status.

For good and valuable consideration, Member covenants and agrees as follows:

1. DEFINITIONS:

- (a) **MEMBER** - For purposes of this Agreement "Member" shall mean the person/entity identified on the SZP "Membership Agreement".
- (b) **MEMBERSHIP** - For purposes of this Agreement "Membership" shall mean that Member has filled out the Membership Agreement and been accepted as a Member in SZP.
- (c) **MEMBERSHIP DUES** - For purposes of this Agreement "Membership Dues" shall mean those prices listed with more particularity in Paragraph 4.
- (d) **MEMBERSHIP PRIVILEGES** – For purposes of this Agreement, "Membership Privileges" shall mean those certain benefits which may vary and are dependent upon the type of membership elected. SZP reserves the right to modify Member Privileges at any time.

2. MEMBER UNDERSTANDING:

- (a) Member understands that SZP is a facility designed to offer a safe space for creativity and productivity.
- (b) Member agrees to adhere to all SZP polices and conduct themselves in a socially acceptable manner, honoring others space.
- (c) Member agrees that there shall be no alcohol, marijuana, firearms, or illegal substances on the premises of SZP.
- (d) Member agrees that any guests to the facilities of SZP shall be at the discretion of SZP, not to be unreasonably withheld.

- (e) Member agrees that Member is responsible for their invitees, including but not limited to, Member, any crew of the Member, talent, and guests.
- (f) Member agrees that any damage done to any part of the facility of SZP or any equipment of SZP caused by the actions of the Member shall be the responsibility of the Member for the cost of repair and/or replacement.
- (g) Member understands that SZP is appointment based only. No walk-ins are permitted.

3. MEMBERSHIP: Upon payment of the Membership Dues, Membership privileges will be active for one (1) year commencing on the date full application and dues are received by SZP. Payment of the membership fee does not give Member any right, interest, or ownership in SZP. Membership privileges are limited to the Member listed in this Agreement and may not be sold, transferred, or otherwise assigned in any manner. This Agreement does not create nor is it intended to create an association, trust, partnership, joint venture, or any other entity or similar legal relationship among the Parties, or impose a trust, partnership or fiduciary duty, or similar obligation or liability on or with respect to any Party. No Party is or shall act as or be the agent or representative of any other Party, and no Party has the power to obligate or bind any other Party. Privileges shall cease and terminate upon death of a Member. SZP may revoke a Membership, at SZP's sole and absolute discretion, if the Member violates the terms of this Agreement or does harm to SZP's property or reputation. No portion of any fees paid will be refunded upon revocation or suspension of the Membership, other than as set forth below.

4. MEMBERSHIP TYPES: SZP provides the following Memberships: Copper – Silver – Gold - 7 Day Speed Pass - Corporate/Commercial.

- (a) **Copper Membership** - \$9.95/Month or \$99.95/Year – This is the basic membership needed to become a Member at SZP and have access to its facilities and services. Also includes one free entry into the SZP monthly raffle.¹
- (b) **Silver Membership** - \$49.95/Month or \$499.95/Year. This membership level is necessary if the Member wishes to work with a Producer. Includes the following:
 - (i) Access to SZP facilities and services.
 - (ii) 10% discount at Studio Z Media and Studio Z Tech.
 - (iii) 1 email to a Producer/Month.
 - (iv) 2 entries into the SZP monthly raffle.¹

(c) Gold Membership - \$99.95/Month or \$999.95/Year. This membership adds an Artist Page and includes:

- (i) Access to SZP facilities and services.
- (ii) 20% discount at Studio Z Media and Studio Z Tech.²
- (iii) 2 emails to a Producer per month.
- (iv) 5 free entries into the SZP monthly raffle.¹
- (v) An Artist Page published at on the SZP Artists Page.

(d) Corporate\Commercial Membership - \$499.95/Month or \$4999.95/Year. This is membership is designed for commercial and corporate entities which desire priority access to SZP facilities and services. It also includes a link to their website on our SZP Partner page. This membership includes:

- (i) Prioritized access to SZP facilities and services.
- (ii) 25% discount at Studio Z Media and Studio Z Tech.²
- (iii) Open email communication with SZP Producers and Management.⁴
- (iv) A link to their online presence on the SZP Partner Page.

(e) 7-Day Speed Pass - \$99.95. The membership is designed for visiting artists or those in need of immediate access to SZP facilities and services. This membership can be converted to another membership type within 7 days of purchase. This membership carries the same privileges as the Copper Membership. Proof of COVID-19 vaccination required.³

5. MEMBERSHIP PAYMENTS:

- (a)** Membership dues shall be paid in full or in (12) twelve monthly installments due in advance on the 1st of each month.
- (b)** Full annual membership dues may be paid in cash, by check, credit card, PayPal, or CashApp.
- (c)** Monthly installments will be paid in advance by the credit card, PayPal, or CashApp account on file using autopay on the first of each month.

6. EARLY TERMINATION OR SUSPENSION OF MEMBERSHIP: In the event that the Member is in default, having breached any of the terms of this Agreement or, having failed to pay Membership Dues, or breached SZP Policies, SZP may suspend or terminate Member's membership at its sole discretion. In the event of termination, SZP will issue a prorated refund of Membership Dues, minus any owed monies or damages due. In the event of suspension, SZP will not issue any refund, but will freeze the Membership for the suspension period. Decisions regarding early termination or suspension of Membership will be determined by SZP, in its sole and absolute discretion.

7. MEMBER RESPONSIBILITY CONCERNING COVID-19: Member must provide proof of up-to-date vaccinations. Member must not use SZP facilities if they are experiencing a fever, runny nose, sneezing or coughing. SZP retains the right to check Members' temperature, upon entering SZP. This applies to all, subsequent high-risk outbreaks of any nature. Member further understands that all their guests, musicians, crew and talent must be fully vaccinated for COVID-19 and show proof of such.

8. INDEMNIFICATION: ASSUMPTION OF RISK: The Member hereby covenants and agrees to fully indemnify, defend, and hold the SZP and its owners, officers, employees, partners, and other agents, harmless from and against any and all liabilities, claims, actions, lawsuits, demands or damages incident to or arising out of acts or omissions of the Member, the Member's family and the Member's guests. Further, the Member covenants and agrees to hold the SZP and its owners, officers, employees, and other agents, harmless from any and all damages to the Member's person or property arising out of or related to the use or occupancy of SZP facilities, inside or outside, of any nature whatsoever. The Member agrees to pay SZP attorney's fees to defend any such claim.

9. INDEPENDENT CONTRACTORS: From time-to-time SZP will make available to you and your guests the services of independent contractors. SZP does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to you or your guests for any period of time, and hereby disclaims all liability arising out of such services.

10. EXTENDED TERM OF AGREEMENT: Provided that the Member is not in default pursuant to the terms of this Agreement and the Member has fully complied with all SZP Member rules and regulations during the term of this Agreement, the SZP and Member shall automatically extend the term of this Agreement on its anniversary date for an additional twelve-month period (the "Extended Term"). During the extended Term, the Agreement terms and conditions shall continue to apply, except that the Member's annual fee that is applied to the Membership Choice selected by the Member shall automatically be increased by the SZP.

11. EQUIPMENT RENTALS: Members have access to rent Equipment from SZP under the following conditions. These conditions apply to space/room rentals at the SZP facilities as well:

- (a) Rentals** - Field, production, recording and editing equipment (collectively, "Equipment") may be rented by the day, week or, monthly. Members must have an up-to-date credit or debit card on file to reserve and rent Equipment. Reserved Equipment can be picked up after 3:00

P.M. for next day reservations. Equipment cancellations should be made at least 48 hours prior to reservation. This cancellation can be made by calling SZP at 602-753-7443 and leaving a detailed voicemail or by sending an email to info@StudioZProject.com. Only the Member who made the reservation is permitted to check-out Equipment. Before leaving the SZP facility, Member is responsible for inspecting, testing, and verifying that the Equipment works properly. If Member discovers defective or inoperable Equipment during a production, they are responsible to report such issues to SZP staff immediately.

(b) Returns - Equipment checked out by a Member must be returned within the designated return period. Equipment that is returned after the allotted check-out period will be considered late. If a Member is late in returning Equipment, more than once, Member's Equipment check-out privileges may be suspended for up to six months. If Equipment is still not returned within 48 hours after the designated check-in time, the Equipment will be considered lost or stolen. Member acknowledges and agrees that their card will be kept on file and automatically charged for additional day(s) if Equipment is not returned on time.

(c) Damages - Stolen or Lost Equipment: Member is legally and financially responsible for all Equipment while in their possession or under their charge. If Member's negligence, abuse, or misuse causes damage or results in theft requiring repair or replacement, SZP shall charge the credit or debit card on file for all repair or replacement costs, unless specified in an applicable warranty, if any, in accordance with the then current pricing listed on SZP's website. SZP staff will make the reasonable determination whether an Equipment malfunction is the result of normal wear and tear or damage by Member. When Equipment is returned damaged, SZP staff will provide a cost estimate to Member based on market value of the item and the cost to replace or repair the item. The coordination of the repair will be completed by SZP staff. Member will contact the SZP within 48-hours of notification of the need for and cost of repair or replacement to discuss payment. Payment shall be made as directed by SZP.

(d) Disclaimers - Member accepts Equipment for use in its AS IS condition. Member accepts full responsibility for the proper and safe use of the Equipment. Members shall exercise common sense and extreme care when operating Equipment whether in the studio or in the field. Member shall not attempt to repair or perform maintenance on any Equipment. Member agrees there are no warranties, express or implied, which have been made to Member concerning Equipment. The SZP reserves the right to seek all options necessary to recover such damaged, lost, or stolen Equipment, including notification to the local authorities. All Equipment is, and will always be, the SZP's sole and exclusive property, and Member shall have no right, title, or ownership interest in Equipment. Violations of rental policies may result in the loss of all SZP membership privileges.

12. MODIFICATION OF AGREEMENT - Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

13. ENTIRE AGREEMENT - This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

14. MANDATORY ARBITRATION - Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rule of the American Arbitration Association then in force and effect.

15. ATTORNEY'S FEES - In the event that any lawsuit is filed in relation to this Agreement, the prevailing party shall be awarded its attorneys' fees, court costs, and fees.

16. MONTHLY CHARGE ACCOUNTS - Member understands and acknowledges receipt of the Membership Agreement and covenants and agrees fully to the terms herein, including but not limited to:

- (a) to pay all fees, dues, and other charges for which Member is responsible for under the terms of the Membership Agreement on or before the due date;
- (b) to be responsible for all charges incurred by Member and guests while using the facilities;
- (c) Any delinquency in paying any amount due will result in a 5% late payment fee on the amount past due; and
- (d) acknowledges that delinquent amounts may result in suspension or termination of charging privileges at the SZP.

I hereby acknowledge receipt of the SZP Agreement and that I have read and understand the Agreement and hereby covenant and agree to be bound by the terms and conditions of this Agreement.

This Membership Agreement may not be amended or modified, nor shall any waiver of any provision be effective, except by an instrument in writing executed by the Studio Manager or owners of SZP.

[Text and Signatures Continued on Next Page]

THE ABOVE TERMS ARE ACCEPTED BY APPLICANT

Signature: _____ Date: _____

Printed Name: _____

Membership Type: Copper Silver Gold Corporate/Commercial 7-Day Speed Pass

¹ SZP monthly raffle will commence once there are more than 25 Members.

² Certain limits and exclusion apply.

³ Completed Application and COVID-19 Waiver are required.

⁴ Within reason and at the discretion of SZP and its Producers and Management.

MEMBER'S ADDITIONAL INFORMATION

Member# _____

Driver License No. _____ Date of Birth: _____

Address: _____ City _____ State _____ ZIP _____

Home Phone: _____ Cell Phone: _____ Facebook: _____

Email Address: _____ SSN: _____

Notes: _____

Place copy of Driver's License Here	Place copy of COVID-19 Vaccination Card Here
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