

# Pumping Station: One Membership Agreement

This membership agreement is a contract that discusses member rights, responsibilities, and expectations of all members or guests of Pumping Station: One. This membership agreement references a number of official policies that are available for member review. These documents can be found on PS:One's website.

The Membership Agreement will be referred to as "Agreement," and Pumping Station: One also referred to as "PS:One" and/or "Organization" and the physical space it inhabits referred to as the "Facility", the PS:One Member(s) referred to as "Member(s)" or "Membership", and any associated guests of Members referred to as "Guests".

Positions responsible for the oversight and administration of the organization include the Board of Directors, officers, and any designated agents selected by a Vote of the Board of Directors, and whose names shall be maintained in a public list of roles and duties. The Membership is responsible for the maintenance and stewardship of the organization for the benefit of all Members.

## 1. Membership Agreement, Limitation of Liability & Waiver

All members, guests, and participants, enter into this Agreement as a condition of membership and as a part of participating in Pumping Station: One activities and/or events, and extends to PS:One and its affiliates.

All members, guests, and participants, have read, understood, agreed to and signed PS:One's "Waiver and Release of Liability, Indemnification and Assumption of Risk, and Hold Harmless Agreement" herein called "Waiver", which will be provided simultaneously with this Membership Agreement prior to the use of facilities, and/or attendance at any workshop provided by the PS:One. No member or non-member is permitted to use the facilities, tools, or machinery for any reason without the acceptance and signing of the Waiver.

## 2. Member Conduct:

All members, guests, and participants at PS:One agree to treat all members and guests with courtesy and respect regardless of level of experience, level of ability, level of interest, gender, gender expression, sexuality, age, race, creed, color, origin, or personal experience.

The following actions are prohibited by members and guests while at PS:One:

1. Disregard for personal safety.
2. Reckless endangerment of others.

3. Intentional damage or theft of PS:One equipment or members' and guests' personal belongings.
4. The use of PS:One equipment, facilities, or network to perform any act deemed illegal by State, Federal, or Local law.
5. Violence or threats of any kind.
6. Demonstrated inability to treat any person, member, organization, or facility with respect.
7. Harassment (see below).

Member agrees to follow all policies now in force, or in the future, adopted by PS:One, including, but not limited to policies with regard to use of equipment, services and Facility premises and amenities. Any delay or failure by Pumping Station: One to enforce any policy or rule presented within or without this agreement will not constitute a waiver of Pumping Station: One's right to do so in the future.

It is the responsibility of each member to help enforce the Membership Agreement. If someone is violating the Membership Agreement politely explain to them why their behavior is not acceptable. Egregious violations should be reported to a Director or DRC Member.

Only persons or members that have been formally authorized to act as an agent or representative for Pumping Station: One, are permitted to represent in any and all conversations, writing, or other communication with any public official or service provider. Failure to secure permission may result in the forfeiture of membership.

### 3. Non-Discrimination

- 3.1. Pumping Station: One 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.

### 4. Anti-Harassment

- 4.1. All members must avoid any behavior or conduct that could reasonably be interpreted as harassment, which includes, but is not limited to:
  - 4.1.1. Offensive comments including epithets, slurs, negative stereotyping, verbal kidding, teasing, jokes, or intimidating acts related to race, religion, gender, gender identity and expression, sexual orientation, disability, or physical appearance.
  - 4.1.2. Gratuitous sexual or obscene objects, images, or behavior.
  - 4.1.3. Unwelcome physical contact or sexual attention without consent or after a request to stop.
  - 4.1.4. Subtle or explicit demands for sexual activity.
  - 4.1.5. Continued or repeated verbal abuse.
  - 4.1.6. Threats or incitement of violence towards any individual, including encouraging a person to engage in self-harm
  - 4.1.7. Deliberate intimidation by words, gestures, body language, or menacing behavior
  - 4.1.8. Stalking
  - 4.1.9. Harassing photography or recording, including logging online activity for harassment purposes

- 4.1.10. Continued one-on-one contact or communication after requests to cease
- 4.1.11. Deliberate "outing" of a sensitive aspect of a person's identity without their consent
- 4.1.12. Deliberate misgendering. This includes deadnaming or persistently using a pronoun that does not correctly reflect a person's gender identity
- 4.1.13. Discussions about sexual behavior or interests.
- 4.2. Members are allowed to express the socializing limits they wish to have with another member; members must abide by that limit.
- 4.3. In instances where content of a sexual nature are present, such as but not limited to events or projects, prior approval for waiver from any prohibited acts is required as a decision of the DRC, on a case by case basis.

## 5. Membership Benefits, Tiers, and Dues Schedule

- 5.1. The benefits of membership in the Organization, corresponding to the tier designated by the payment of applicable dues, shall be conferred upon the member when the requirements listed in the Classes of Membership [Bylaws III.1] have been fulfilled, and with respect to the following:
  - 5.1.1. Membership dues, tiers, benefits, and payment methods are set by resolution of the Board of Directors.
  - 5.1.2. Allowed methods of payments shall be:
    - 5.1.2.1. Electronic payments shall be those accepted through the Organization's website.
    - 5.1.2.2. Cash/check payment is only allowed for biannual payment of dues, as dictated by the fiscal year.
- 5.2. Membership
  - 5.2.1. \$40 per month or \$10 per month with 1 member points
  - 5.2.2. 24-7 Access
  - 5.2.3. Voting privileges
  - 5.2.4. Access to tools and any associated authorization
  - 5.2.5. Access to online forums and collaboration hubs
- 5.3. Member Storage
  - 5.3.1. \$30 per month or free with 1 member point
  - 5.3.2. Access to 1 designated storage space

## 6. Representations and Warranties

- 6.1. By submitting payment in accordance with the dues schedule, via accepted methods of payment, individual has initiated membership to Pumping Station: One, is now a member and asserts the following:
  - 6.1.1. Member agrees to follow the rules and policies laid out in the Bylaws and Membership Agreement.
  - 6.1.2. Member has had the opportunity to read and fully understand this agreement
  - 6.1.3. Member has had the opportunity to inspect and verify, to their satisfaction, any and all claims made about the organization.

- 6.1.4. Member is not acting in reliance upon any information, representation of quality or nature of, notice or advertisement of the organization, facility, board, volunteers, affiliates, qualifications or skills of other members, nature of services, nature of the community, or of the present, minimum, or maximum number of members who may use the facilities at any given time.

## 7. Member Responsibilities

Members agree to and assume the following responsibilities for:

- 7.1. their actions, physically and electronically, within the organization and its spaces including but not limited to the facility, online communication methods, and events.
- 7.2. their personal belongings at all times, including but not limited to supplies, tools, projects, and personal effects.
- 7.3. cleaning up any materials, projects, waste, tools, discards, scraps, trash, food, mess, smells, chemicals, paint, etc that they create. Attempt to leave the facility better than it was found.
- 7.4. contributing to the general improvement and maintenance of the facility, tools, equipment, operations, and community .
- 7.5. reporting any items, tools, or equipment in the facility that are missing, broken or otherwise not behaving as expected, to the corresponding area host and sending an email to [broken@pumpingstationone.org](mailto:broken@pumpingstationone.org) with the item name, location, and detailed description of the occurrence. When something breaks, own up to it. If there is doubt about fixing it, ask for help. Do not chastise or shame someone for breaking things, help them understand what went wrong.
- 7.6. not living in, residing in, or inhabiting PS:One. Naps are not prohibited, provided the nap is less than 20 minutes in length, the person is not laying down, and does not inhibit another member's use or enjoyment of PS:One.
- 7.7. any non-member they permit to enter the facility. If a person without the door code requests access, they must be a guest at a public event or a guest of a specific member. If they claim to be a member, ask a Board member or Area host to verify their membership before allowing unsupervised access. Do not provide the door code, under any circumstances.
- 7.8. maintaining a safe and clean environment at all times.
- 7.9. returning all tools and equipment to their designated location. Notify an Area Host if a designated area is not available and make an effort to create or identify a location. All tools must remain on site at all times, unless granted specific approval by an area host or board member. Removal of materials, tools, or equipment that is not the property of the member will be considered theft.
- 7.10. providing accurate information. For purposes of identification and billing, member agrees to provide PS:One with current, accurate, complete and updated information including name, address, telephone, and text number, e-mail address and current payment information. Member agrees to promptly append any changes to their contact information, by accessing their member profile or notifying the Board of the change. Member also agrees to provide a phone or text number for an emergency contact.
- 7.11. receiving transactional emails about essential organization activity, like payment and votes, and important information relating to the organization..

## 8. Guests

- 8.1. Guests must sign the Waiver.
- 8.2. Guests may only be present in Pumping Station: One with a Member present and under their direct supervision.
- 8.3. Guests are not allowed to use tools and equipment, except as part of a scheduled class/workshop.
- 8.4. Members are responsible for their associated Guests and their actions.
- 8.5. Guests are not permitted to walk around the space unsupervised.

## 9. Minors

- 9.1. Minors 18 and under must be accompanied closely (ie. visual range, and immediate reach when near dangerous tools) by Parent or Legal Guardian at all times and are not permitted to have unsupervised access to the facility.
- 9.2. Minors under the age of 18 must sign a liability form, and have it co-signed by a Parent or Legal Guardian.
- 9.3. Parents/Legal Guardians are directly responsible for their children and their actions.

## 10. Safety

Members, and guests (see 7.2), are permitted to use the facilities, tools, or machinery provided they comply with all policies and safety procedures including, but not limited to:

- 10.1. Fulfilling the prerequisites determined by the area host or authorizer
- 10.2. Completing the required authorization(s)
- 10.3. Completing the required Canvas/online education courses

Anyone that is asked to cease unsafe, dangerous, or damaging behavior is expected to comply immediately, until which time appropriate processes can be determined.

## 11. Surveillance Cameras

- 11.1. PS:One reserves the right to place surveillance cameras within the facility where necessary and appropriate to monitor certain public areas by a vote of the directors.
- 11.2. Surveillance cameras shall be clearly denoted.
- 11.3. All camera locations shall be publicly documented.
- 11.4. Only the Board of Directors, DRC, or designated agents may have access to security footage on an as-needed case-by-case basis. Any instance of accessing camera footage shall be recorded in the following member meeting's minutes and shall include the reason and individual accessing the footage. In DRC matters, where providing a public reason would conflict with confidentiality, surveillance footage access should be recorded in the process notes of the DRC for that raised issue.
- 11.5. All camera footage will be kept for a maximum of 6 months, unless part of an ongoing or archive of DRC or Board proceedings.
- 11.6. Members may not install recording devices or cameras in the facility without a vote of the membership or vote of the directors.

## 12. Conflict resolution procedure

- 12.1. Members, guests, and participants are expected to resolve raised issues and disputes on their own, when at all possible; unbiased parties should be encouraged to assist. If the issue remains unresolved, any member may file an issue with the Dispute Resolution Committee (DRC).
- 12.2. The DRC is a standing committee made up of PS1 board members and other members of the PS1 community. The purpose of the DRC is to assist in the resolution of disputes between members, guests, and/or PS:One, and to address violations of the membership agreement. Issues may be brought forward by the parties internal or external to the dispute.

## 13. Temporary Removal of Membership Rights and Privileges

- 13.1. PS:One may immediately temporarily revoke or suspend the rights and/or expel from the premises, online systems, or sponsored events, any members, guests, or participants found to be in violation of the membership agreement, bylaws, or policies by majority of the DRC or equivalent number of members of the Board of Directors.
- 13.2. An issue will be raised by the DRC immediately following an act of temporary removal.
- 13.3. Written notice of temporary removal of membership privileges and rights shall be sent to the member's email on file, and be in-force immediately unless explicitly stated otherwise in writing.
- 13.4. Members whose rights and privileges have been temporarily removed shall be allowed to return to the facility at scheduled times to speak directly with the DRC and/or Board, to collect or remove belongings under direct scheduled supervision of a DRC or Board member, or any other purpose at the discretion of the DRC and/or Board.
- 13.5. If Member's rights are removed for any reason, the organization shall not be required to refund any fees.

## 14. Reservation of Rights of the Organization, Warranty Disclaimer

- 14.1. The Board reserves the right at any time to alter the hours of operation, and the right to amend the cost of, add, modify, assign, terminate, exclude and/or eliminate any membership, option, benefit, service, session, facility, activity, class or program by majority vote of the board.
- 14.2. Material resources at the facility of PS:One are subject to demand and may be crowded or unavailable at certain hours and events may be cancelled or times thereof changed at PS:One's sole discretion.
- 14.3. PS:One reserves and shall have the right to collect at any time any previous outstanding membership balances due and owing that have not been satisfied.
- 14.4. Contributions to PS:One's infrastructure or systems relevant to the Corporation's execution of its purpose and goals, including but not limited to work, materials, tools, equipment, and intellectual property are implicitly owned by the organization from the time of application,

unless otherwise documented through written contract or loan agreement between PS:One and contracted parties, and filed with the Secretary of the organization.

- 14.5. 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. PS:One disclaims all warranties, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.
- 14.6. All tools on site are the express property of Pumping Station: One, unless otherwise noted.
- 14.7. Member-owned items loaned to PS:One must be accepted by the area host; members are required to enter into a loaned tool agreement. A signed copy of the loan agreement must be submitted to a Board member for the loan to be valid.
- 14.8. Members are allowed to bring their own tools into the facility but are required to clearly denote ownership and maintain their items in designated storage spaces included as part of membership or in accordance with temporary storage policies. It is the responsibility of the member to denote, maintain, and store tools not expressly on loan to PS:One. Area hosts and Board Members may limit the use of or disallow member-owned tools at their discretion. PS:One is not responsible for any aspect of tools brought into the facility that are not on loan [see 14.7].
- 14.9. Donations are accepted at the discretion of the area host. Donation forms for tax purposes are available on request from the Treasurer of the organization.

## 15. Rights of Publicity

- 15.1. Member grants to PS:One, the Board of Directors, and designated agents, the right to photograph, videotape and publish, visually and/or audibly, their likeness, projects and possessions.
- 15.2. PS:One is not responsible for photographs taken by members and/or guests in the facility, or at events, or gatherings. Members and guests are expected to be respectful of any other member’s or guest’s personal space and privacy in accordance with Section 1-3.

## 16. Privacy

- 16.1. Pumping Station: One will comply with all laws, whether Federal, State, or Local, with respect to the display, discussion, or provision to any party, which identifies an individual or provides sensitive personal information, as a result of any otherwise legal request.
- 16.2. Various members of Pumping Station: One, acting within their capacity as officers or assigns, may access such information only to the extent necessary to perform their job function, on a need to know basis, and subject to the absolute prohibition on the provision of any information covered by this policy, to any other person or entity, without the explicit written permission of the Board of Directors.
- 16.3. PS: One shall not sell or rent members personal information to third parties.
- 16.4. PS: One may engage third parties to support the function of the organization and may use member’s personal information to provide services to the member on behalf of the organization.

## 17. Electronics, Computing, & Networking Policy

By way of example, and not as a limitation, member agrees that when using electronic assets related to PS:One that member will not:

- 17.1. Use it in connection with sponsoring contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- 17.2. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- 17.3. Publish, post, upload, distribute or disseminate any topic, name, material or information that would otherwise violate any of the provision within this membership agreement.
- 17.4. Upload, or otherwise make available, files containing copyrighted or trademarked works unless the member owns or controls the rights thereto or have received all necessary consents to do the same.
- 17.5. Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- 17.6. Knowingly download, distribute or upload any files that would constitute a violation of existing or relevant laws, or use any PS:One system for illegal or criminal purposes.
- 17.7. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, outside of the provisions of that work
- 17.8. Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- 17.9. Harvest, distribute, or otherwise collect information about others, including email addresses, without the subject's consent.

## 18. Assignment

This Agreement and the rights and obligations contained therein may not be assigned, delegated or transferred by either party and any such attempt shall be void.

## 19. Governing Law; Venue

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois as applied to contracts that are executed and performed entirely in Illinois. The exclusive venue for any action, arbitration or other proceeding based on or arising out of this Agreement shall be Cook County, Illinois.



## 20. Jurisdiction of Disputes

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 Circuit Court of Cook County Illinois.

## 21. Modification of Agreement

All amendments, changes, or additions to the Membership Agreement shall be executed by a “vote of the membership” or “vote of the Board of Directors” as per the PS:One bylaws.

## 22. 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.

## 23. 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.

Agreement to the terms of the membership agreement persist regardless of subsequent changes to the terms of the agreement. PS:One will notify members of changes to the Membership Agreement using the contact information provided by the member.