



420 Ponderosa Trail
Dallas, GA

KILN RENTAL MEMBERSHIP AGREEMENT

Kiln Rental Membership Agreement between EK's Art Barn and the Member, for shelf space and use of kiln at the listed address.

Term: Member agrees to Kiln Rental Membership for a term of their choosing, based on Table 1, for a minimum of 3 months. If a Member terminates their Membership, they agree to give EK's Art Barn one month's notice before the Membership expires. All Members will be considered auto-renewing unless notified with sufficient notice.

Rental: Kiln Rental Membership includes the following uses:

- 24/7 access to the EK's Art Barn (with 48-hour notice of arrival) to pick up or drop-off work for fire
- Designated shelf space for storage of personal work
- Bisque and glaze firing, within the scope of the kiln's capacity (See Table 1)
- Designated studio glazes at an additional fee, or self-selected glazes as approved by owner for kiln conditions
- Opportunity to purchase materials
- Invitation to sell wares in Events and Shows hosted by EK's Art Barn throughout the year

Although the utmost care will be taken when firing the work provided, there is always a chance the piece will crack or potentially explode due to issues such as errors in craftsmanship, excessive thickness, inclusions accidentally mixed into the clay, or potential kiln malfunction. EK's Art Barn will assume no responsibility for any of the above-mentioned firing or building issues that may occur, and Member is still responsible for payment in full for firing services. EK's Art Barn has the right to refuse any work.

Payment: Members will make payments according to Table 1 to EK's Art Barn.. Refer to Table 1 for capacity and payment options. Member will review and sign the acknowledgments and expectations of both the Patron and EK's Art Barn. Payment must be paid to EK's Art Barn by 1st of the month. If the Member becomes 1 month delinquent in Membership dues, their firing status may be revoked until payment is issued. If the Member is delinquent for over a month and does not issue payment, EK's Art Barn staff reserves the right to box Member's work, tools, and supplies and leave in the silo for pick up. Items abandoned in the silo for 3+ months will be donated. Kiln Rental is offered on a limited basis.

Confidentiality: EK's Art Barn will keep credit card information confidential and will be deleted when the Membership period has ended.

Rental Termination: Memberships are non-refundable, unless agreed upon by the staff of EK's Art Barn. The EK's Art Barn staff reserves the right to end the Membership Agreement as described in the EK's Art Barn Acknowledgements and Studio Expectations. The Member is responsible for:

- Following the safety procedures and studio rules which are posted at the studio
- Maintaining a reasonably clean shelf (wiping with a wet sponge regularly to reduce dust build-up)
- Ensuring all work is clearly marked with a name, and that all glazes are wiped from the bottoms and feet of their work
- All pieces must be 100% bone-dry and fire-ready upon drop-off at the silo
- All work must have walls no thicker than ½-inch unless pre-approved by EK's Art Barn staff; likewise, all glazes must not be applied too thickly or flaking off
- All clays and glazes must be approved by or purchased through EK's Art Barn
- No work fired at another facility can be re-fired in the EK's Art Barn kiln
- Adhering to the responsibilities associated with working in a 24/7 facility. Additionally, non-members are not to be invited without prior approval by EK's Art Barn staff to ensure safety and security
- In the unfortunate event that the Member's pottery piece damages the kiln shelves (resulting from glaze drips or runs or piece explosions) we ask that you replace our equipment:
 - Cost, if a piece melts to a shelf and requires maintenance – \$10
 - Cost for replacement of an extensively damaged half shelf – \$35
- Members acknowledge that EK's Art Barn may use their image and pictures of their work on social media and other forms in order to promote the studio. Members may give notice to the EK's Art Barn staff if they do not want their images to be posted.

Table 1: Members are required to choose one of these options for payment of dues.

Payment of Membership	Responsibility of Member and EK's Art Barn
Frequency / Rates	Member agrees to pay EK's Art Barn \$75 on the first of the month for firing and glazing through the month, as the kiln allows. <i>Please note that if your firing capacity is greater than the kiln capacity, you may be subject to a production status firing cost increase.</i>
Methods	Member agrees to pay EK's Art Barn per aforementioned rates via <ul style="list-style-type: none"> ● AutoPay ● Cash

*Monthly credit card charges are made automatically on a recurring basis on the same day of the month each month. Your payment made in the last week of the previous month will go towards your Membership for the following month. If you are starting Membership in the middle of the month, you will be invoiced a separate prorated amount for the rest of the month, to then begin at the first of the month to follow.

I am committed to a _____ month Kiln Rental Membership term, and have agreed to pay according to the following terms:

Recurring Credit Card Payment Authorization

You authorize regularly scheduled charges to your credit card. You will be charged the amount indicated below each billing period. A receipt for each payment will be provided to you and the charge will appear on your credit card statement. You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

I, _____, authorize EK's Art Barn / EK Studio to charge my Credit/Debit Card, indicated below, for \$75 on the 1st of each month. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify in writing of any changes in my account information or termination of this authorization at least 30 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I acknowledge that the origination of Credit/Debit Card transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this Credit/Debit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in this authorization form.

Cardholder Name _____

Last 4 Digits of Card Number _____ AMEX VISA MC DISCOVER

Expiration Date ____/____ CVV _____ Zip Code _____

Cardholder Signature: _____ Date: _____

As a Kiln Rental Member of EK's Art Barn, I _____, am aware of the risk of my participation. The risks are physical injury associated with working around studio tools and equipment and possible injury from working in the ceramic studio with clay. There is no guarantee for the quality or functionality of fired work. Every precaution will be taken to ensure the best possible outcome for my pieces. Mistakes and misfirings do happen, and EK's Art Barn is not responsible for any damage to my work. I agree to indemnify and hold harmless EK's Art Barn, its owner, employees, volunteers, members and representatives from any and all claims, demands, actions and costs which might arise out of my participation and working in the EK's Art Barn facility.

By my signature, I agree that I have read and understand the terms and conditions outlined herein and agree to follow all guidelines placed by EK Studio & EK's Art Barn.

Signature: _____ Date: _____

Printed Name: _____

Phone Number: _____

Email Address: _____

I have read and signed the General Safety Acknowledgments and Studio Expectations.