



420 Ponderosa Trail  
Dallas, GA

## MEMBERSHIP AGREEMENT

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

**Term:** Member agrees to Membership for a term of their choosing, based on Table 1, for a minimum of 3 months. Discounts are offered for auto-paid Memberships. 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. Members that wish to pause their memberships and return after a pause will be subject to a signing fee. Signing fees are waived for all first-time Members.

**Membership:** Members are entitled to the following privileges:

- 24/7 access to the EK's Art Barn (with 48-hour notice of arrival)
- 1 FREE bag of clay upon initiation of **first-time Membership status**
- Designated shelf space for storage of personal tools, materials, equipment, and work
- Bisque and glaze firing, within the scope of the kiln's capacity (Ask the Owner or Manager for specifics)
- Designated studio glazes
- Member rates for classes and workshops, and use of Open Studio during classes and workshops for personal projects (as space allows)
- Friends and family guests for a discounted drop-in rate, by appointment
- Opportunity to purchase materials at bulk pricing
- Invitation to sell wares in Events and Shows hosted by EK's Art Barn throughout the year

**Payment:** Members will make monthly Membership payments according to Table 1 to EK's Art Barn on the first of each month. Refer to Table 1 for bundle rates and payment options. Member will review and sign the Acknowledgments and Expectations of both the Member and EK's Art Barn. Payment must be paid to EK's Art Barn by the 5th of the month, or a late fee of \$10 / week will be charged to the Member, in addition to their monthly dues. If the Member becomes 1 month delinquent in Membership dues, their Membership status may be revoked until payment is issued. If the Member is delinquent for over a month and does not return to vacate the shelf, 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. Memberships can

begin at the start of the month, or on the 15th for a prorated amount until the 1st of the following month.

**Confidentiality:** EK's Art Barn will keep credit card information confidential and will be deleted when the Membership has ended. If the Member pays by recurring payment, it is the Member's responsibility to stop automatic payments if they are no longer a Member.

**Membership Termination:** A Member may terminate their Membership by giving a month's notice to the staff of EK's Art Barn. If the Member vacates their shelf, all past-due payments owed to the studio are still required. 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)
- Seeking assistance before using unfamiliar equipment
- Cleaning workspace, tools, and equipment after use, before departure
- During scheduled class times, Members will use designated space not in use by the class.
- 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
- Using equipment only for their intended (or artistic) uses
- 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	<p>Member agrees to pay EK's Art Barn <u>on or before the 1st</u> of every month at <b>\$135 / month</b> for a minimum of 3 months.</p> <p><i>Members returning after pausing their memberships will owe a \$35 membership reinstatement fee in addition to their membership dues.</i></p> <p>Memberships will be subject to a discount for the month of December, annually.</p>
Discounts	<p>Senior discounts are offered to Members ages 65+ for a monthly rate of \$125 / month.</p> <p>Children (under the age of 16) can be added onto a single adult membership for \$30 / child.</p> <p>Non-Member guests are welcome to drop-in with a Member patron for just \$25.</p> <p>KSU Student discounts are offered to Student Members for a monthly rate of \$125 / month.</p>

Methods	Member agrees to pay EK's Art Barn per aforementioned rates via <ul style="list-style-type: none"> <li>• AutoPay / Credit Card</li> <li>• Cash</li> </ul>
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\*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.

As a 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.

**I am committed to a \_\_\_\_ month Membership term, and have agreed to pay according to the following terms:**

- Starting Auto-Pay Monthly @ \$135**                      **EXPIRES: \_\_\_\_/\_\_\_\_/\_\_\_\_**
  - Includes 1st bag of clay\*
  - Signing fee is waived
  
- Senior Discount @ \$125 / month**                      **EXPIRES: \_\_\_\_/\_\_\_\_/\_\_\_\_**
  - Includes 1st bag of clay\*
  - 1 FREE T-Shirt
  
- KSU Student Discount @ \$125 / month**                      **EXPIRES: \_\_\_\_/\_\_\_\_/\_\_\_\_**
  - Includes 1st bag of clay\*
  - 1 FREE T-Shirt
  
- ADD ON: \$30 / month / child      **x \_\_\_\_ child(ren) = \$ \_\_\_\_\_**
  
- ADD ON: Pro-Rated \$35 / week      **x \_\_\_\_ weeks = \$ \_\_\_\_\_**

*\*Please note the fee for each subsequent bag of clay amounts to \$20/bag and can be purchased at any time. Members re-instating their prior membership status will not receive any free clay. Members returning after pausing their memberships will owe a \$35 membership reinstatement fee in addition to their membership dues.*

## 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 \$\_\_\_\_\_ 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: \_\_\_\_\_

**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.**

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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