

Membership Agreement

Create Together, Inc. d/b/a Create Together at Fletcher Farm
Ludlow, Vermont

Effective Date: November 1, 2025

Agreement to Terms

By purchasing a membership with Create Together at Fletcher Farm ("Create Together," "we," "us," or "our"), you ("Member," "you," or "your") agree to be bound by the terms and conditions set forth in this Membership Agreement. Please read these terms carefully before completing your membership purchase.

1. Membership Levels and Benefits

Create Together offers two membership levels:

Senior Member

Annual Fee: \$75 per year or \$7 per month

Benefits Include:

- Five (5) four-hour studio sessions per year (\$60 value)
- One (1) four-hour guest studio session per year (\$12 value)
- Reduced studio session fees for additional sessions beyond membership allocation
- Access to discounted bulk studio session packages
- Waterproof Create Together at Fletcher Farm sticker
- Periodic member newsletter
- Early registration access to classes and workshops
- Invitations to quarterly member mixers

Eligibility: Senior membership is available to individuals aged 65 and older.

Individual Member

Annual Fee: \$120 per year or \$11 per month

Benefits Include:

- Ten (10) four-hour studio sessions per year (\$120 value)
 - Two (2) four-hour guest studio sessions per year (\$24 value)
 - Reduced studio session fees for additional sessions beyond membership allocation
 - Access to discounted bulk studio session packages
 - Waterproof Create Together at Fletcher Farm sticker
 - Periodic member newsletter
 - Early registration access to classes and workshops
 - Invitations to quarterly member mixers
-

2. Membership Terms and Conditions

2.1 Membership Period

- **Annual Memberships:** Memberships run for twelve (12) months from the date of purchase, unless otherwise specified.
- **Monthly Memberships:** Memberships renew on a monthly basis on the anniversary of the initial purchase date.

2.2 Studio Session Usage

- Studio sessions must be scheduled in advance and are subject to availability.
- Sessions are four (4) hours in duration during designated open studio hours.
- Studio sessions expire at the end of the membership year (annual) or billing cycle (monthly) and cannot be carried forward, banked, or redeemed for cash value.
- Unused sessions have no cash value and are forfeited upon membership expiration or cancellation.
- Studio sessions are non-transferable except for the designated guest session.
- Members must cancel scheduled studio sessions at least 24 hours in advance or the session will be counted as used.

2.3 Guest Studio Sessions

- The guest studio session may be used by the member or gifted to one guest.
- Guests must be at least 15 years old unless accompanied by the member.
- Guests must complete a liability waiver before participating.
- Standard studio policies and rules apply to all guests.

2.4 Early Registration Access

- Members receive access to class and workshop registration 7 days before the general public.
- Early registration does not guarantee class availability.
- Standard class fees apply; membership does not include free class enrollment unless otherwise specified.

2.5 Quarterly Mixers

- Member mixers are scheduled approximately once per quarter and are subject to change.
 - RSVP may be required for planning purposes.
 - Members may bring one guest to mixers at Create Together's discretion.
-

3. Payment Terms

3.1 Membership Fees

- All fees are due in full at the time of membership purchase or renewal.
- Monthly memberships are billed automatically on the monthly anniversary of the initial purchase date.
- Fees are subject to change with thirty (30) days advance notice to members.

3.2 Payment Methods

- We accept major credit cards, debit cards, and ACH bank transfers for membership payments.
- By enrolling in a monthly membership, you authorize Create Together to automatically charge your payment method on file each billing cycle.
- Payment methods are only stored securely in our third-party registration software provider.

3.3 Failed Payments

- If a payment fails, we will attempt to process payment up to three (3) times over a ten (10) day period.
- If payment cannot be processed after three attempts, membership benefits will be suspended until payment is received.
- ~~A \$[Amount] administrative fee may be charged for failed payment transactions.~~

3.4 Automatic Renewal

- Annual memberships do NOT automatically renew. You will receive renewal reminders 30 days before expiration.
 - Monthly memberships automatically renew each month until cancelled by the member.
 - You may update your payment information or cancel auto-renewal at any time by logging into the registration software at <https://www.hisawyer.com/account/settings> or by contacting us at registration@CreateTogetherVT.org or 802.228.8770.
-

4. Cancellation and Refund Policy

Membership cancellations and refunds are governed by our Cancellation and Refund Policy, which is incorporated into this Agreement by reference. Key points include:

- **Annual Memberships:** May be cancelled within 30 days of purchase for a full refund if no benefits have been used. After 30 days, memberships are non-refundable but benefits remain active through the membership year.
- **Monthly Memberships:** May be cancelled at any time with at least five (5) business days notice before the next billing cycle. No refunds for the current billing period.
- **Benefit Expiration:** All membership benefits expire at the end of the membership period and have no cash value.

For complete cancellation terms, please review our full Cancellation and Refund Policy at www.CreateTogetherVT.org or request a copy at registration@CreateTogetherVT.org.

5. Member Responsibilities

5.1 Code of Conduct

Members agree to:

- Treat staff, volunteers, instructors, and fellow members with respect and courtesy
- Follow all posted studio rules and safety guidelines
- Use equipment and facilities responsibly and report any damage immediately
- Maintain a safe, inclusive, and welcoming environment for all community members
- Refrain from discriminatory, harassing, or threatening behavior of any kind.

5.2 Age Requirements

- Members must be at least 18 years old to hold an individual membership.
- Minors aged 15-17 may use member studio sessions if accompanied by a member or with written parental consent and a signed liability waiver.
- Children under 15 must be directly supervised by the member at all times and may not participate in open studio sessions.

5.3 Studio Policies

Members must:

- Sign in at the front desk for each studio visit
- Clean up work areas and return materials/equipment to proper storage
- Properly dispose of waste and hazardous materials according to posted guidelines
- Store personal projects in designated areas only
- Label all personal items and materials
- Not remove Create Together property, materials, or equipment from the premises

5.4 Safety and Equipment Use

- Members must complete any required safety orientations before using certain equipment.
- Members use all studio equipment and facilities at their own risk.
- Members must follow all safety protocols and use personal protective equipment as required.
- Unsafe behavior may result in immediate removal from the premises and membership termination.

6. Liability Waiver and Release

6.1 Assumption of Risk

Member acknowledges that participation in art activities and use of studio facilities and equipment involves inherent risks, including but not limited to risks of personal injury, property damage, or illness. Member voluntarily assumes all such risks associated with membership and facility use.

6.2 Release of Liability

To the fullest extent permitted by law, Member releases, waives, discharges, and covenants not to sue Create Together, Inc., its directors, officers, employees, volunteers, agents, and representatives (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury,

including death, that may be sustained by Member or Member's property while participating in activities or using facilities, whether caused by the negligence of the Released Parties or otherwise.

6.3 Indemnification

Member agrees to indemnify and hold harmless the Released Parties from any loss, liability, damage, or cost they may incur arising out of or related to Member's participation in activities or use of facilities, whether caused by the negligence of Member or otherwise.

6.4 Medical Treatment

Member authorizes Create Together staff to obtain emergency medical treatment if necessary and agrees to be financially responsible for any costs incurred as a result of such treatment. Member is responsible for ensuring adequate health insurance coverage.

7. Privacy and Communications

7.1 Personal Information

Create Together collects and maintains member contact information including name, address, email, and phone number. We use this information to:

- Administer membership benefits and communicate about your account
- Send periodic member newsletters and updates
- Provide information about classes, workshops, and events
- Improve our programs and services

7.2 Marketing Communications

By becoming a member, you consent to receive periodic emails about Create Together programs, events, and news. You may opt out of marketing emails at any time by clicking the unsubscribe link in any email or contacting us at registration@CreateTogetherVT.org. You cannot opt out of essential account-related communications.

7.3 Photo and Video Release

Create Together occasionally photographs and videos activities, classes, and events for promotional and educational purposes. By becoming a member, you grant Create Together permission to use photographs and videos in which you appear in promotional materials, social media, website, and publications without compensation. If you do not wish to be photographed or filmed, please notify staff in writing at [email].

7.4 Data Security

We implement reasonable security measures to protect your personal information. However, no data transmission or storage system can be guaranteed to be 100% secure. We do not sell or share your personal information with third parties except as necessary to process payments or as required by law.

8. Facility Access and Hours

8.1 Operating Hours

Studio access hours are posted on our website and at the facility. Hours are subject to change due to special events, weather, holidays, or facility maintenance. We will provide reasonable notice of changes when possible.

8.2 Closures

Create Together may temporarily close facilities for:

- Scheduled maintenance or improvements
- Private events or rentals
- Inclement weather or emergency situations
- Holidays (schedule posted)

Facility closures do not extend membership periods or entitle members to refunds.

8.3 Access Limitations

- Membership does not guarantee access to all areas of the facility at all times.
 - Some specialized equipment or studio spaces may require additional fees, reservations, or certifications.
 - During classes or private events, open studio access may be limited.
-

9. Modifications to Membership Terms

9.1 Right to Modify

Create Together reserves the right to modify membership benefits, fees, and terms at any time. Changes will be communicated to members via email at least thirty (30) days before taking effect.

9.2 Member Options

If we make material changes that negatively affect your membership benefits:

- Annual members may cancel for a prorated refund based on unused time remaining in their membership year
- Monthly members may cancel without penalty before the changes take effect

Continued use of membership benefits after changes take effect constitutes acceptance of the new terms.

10. Membership Termination

10.1 Termination by Member

Members may cancel their membership at any time in accordance with our Cancellation and Refund Policy. To cancel, contact us at registration@CreateTogetherVT.org or 802.228.8770.

10.2 Termination by Create Together

Create Together reserves the right to terminate or suspend membership immediately and without refund if a member:

- Violates this Agreement or any facility policies
- Engages in conduct that threatens the safety or well-being of others
- Damages property or equipment intentionally or through gross negligence
- Provides false information or uses membership fraudulently
- Fails to pay membership fees or other amounts owed

10.3 Effect of Termination

Upon termination:

- All membership benefits cease immediately
 - Member must return any Create Together property, including access cards or keys
 - Member remains responsible for any outstanding fees or damages
 - No refunds will be issued except as provided in the Cancellation and Refund Policy
-

11. General Provisions

11.1 Non-Transferability

Memberships are non-transferable and may not be sold, assigned, or shared except as specifically provided for household memberships and guest sessions.

11.2 Entire Agreement

This Agreement, together with the Cancellation and Refund Policy, constitutes the entire agreement between you and Create Together regarding membership and supersedes all prior understandings and agreements.

11.3 Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

11.4 Governing Law

This Agreement is governed by the laws of the State of Vermont without regard to conflict of law principles. Any disputes arising from this Agreement shall be resolved in the courts of Windsor County, Vermont.

11.5 Waiver

Failure by Create Together to enforce any provision of this Agreement does not waive our right to enforce that or any other provision in the future.

11.6 Tax-Deductible Status

Create Together, Inc. is a 501(c)(3) nonprofit organization (Tax ID: 03-6004107). The portion of membership fees exceeding the fair market value of benefits received may be tax-deductible. Consult your tax advisor for guidance. The fair market value of Individual Membership benefits is approximately \$80.

12. Contact Information

For questions about this Agreement or your membership, please contact:

Create Together, Inc.

d/b/a Create Together at Fletcher Farm

Meadowview Building

611 Route 103 S

Ludlow, Vermont 05149

Phone: 802.228.8770

Email: registration@CreateTogetherVT.org

Website: www.CreateTogetherVT.org

Acknowledgment and Acceptance

By purchasing a membership, you acknowledge that you have read, understood, and agree to be bound by this Membership Agreement and the Cancellation and Refund Policy.

Member Signature: _____ **Date:** _____

Printed Name: _____

Membership Type: ☐ Individual Annual ☐ Individual Monthly ☐ Household Annual ☐
Household Monthly

Membership Number: _____

Create Together, Inc. is a 501(c)(3) nonprofit organization.

Tax ID: 03-6004107