

ART GYM DENVER MEMBERSHIP AGREEMENT

MEMBERSHIP TYPE



START MM DD YY:	USER:	WEB PASSWORD:	BLDG ACCESS #:	LOCKER #:	ROLL CART #:	FLAT FILE #:
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MEMBER INFO

FIRST:	LAST:	ID:
ADDRESS:	EMAIL:	
CITY/STATE/ZIP:	ART AREA:	
PHONE:	WORK PHONE:	WEBSITE:
EMERGENCY CONTACT:	PHONE:	RELATIONSHIP:

Please contact me via: ☐ Email ☐ Text ☐ Phone ☐ Snail mail

COSTS

MEMBERSHIP TYPE:

_____ @ \$ _____ /mo

CONTRIBUTION ADD-ON: \$ _____ /mo

EXTRA ELEMENTS:

- ☐ Rolling Storage Cart @ \$ _____ /mo
☐ Flat File @ \$ _____ /mo
☐ Other: _____ \$ _____ /mo

TOTAL \$ _____ /mo

YOUR MEMBERSHIP COSTS:

I understand that my dues of \$ _____ will be automatically drafted from my credit card or checking account monthly, beginning _____, and will continue until I terminate this Agreement in writing by submitting a notice to the Art Gym Membership Director.

PAYMENT AUTHORIZATION:

I authorize Art Gym to process recurring payments, including monthly dues, storage fees and any past due amounts. Payment shall be made via PayPal.

INITIAL

PREPAID OPTIONS FOR FULL ACCESS MEMBERSHIP:

- ☐ 6 Months = _____ % discount \$ _____
☐ 1 Year = _____ % discount \$ _____

PREPAID PAYMENT AUTHORIZATION:

I understand that a one time payment of \$ _____ will be drafted from my credit card or checking account. After the prepaid period has expired, membership automatically converts to a month-to-month membership at current monthly rates unless a new prepaid period is paid prior to the expiration date. I understand that month to month membership will continue until I terminate this Agreement in writing by submitting a notice to the Art Gym Membership Director.

INITIAL

TO TERMINATE

membership agreement, submit written notice requesting termination to the address listed below or email to membership@artgymdenver.com. Once we have received and confirmed your request, membership will terminate within 3-5 business days.

You, the Member, may void this Agreement within three business days of its signing by submitting a signed written notice to Art Gym Denver specifying the election to cancel. Such written notice must be sent by certified mail to Art Gym Denver or emailed to membership@artgymdenver.com.

Auto pay cancellation notice must be submitted in writing to the the Art Gym Membership Director.

In the event of early cancellation of a prepaid account, refund of prepaid dues is calculated without application of discounts which were voided by the pre-term cancellation.

WEBSITE/MEDIA RELEASE:

I ☐ grant ☐ deny Art Gym permission to use my image and images of my artwork for use in Art Gym publications and website; including videos, email, recruiting brochures, newsletters, and other press and to use my image in electronic versions of the same publications or on the Art Gym website or other electronic forms of media.

WAIVER OF LIABILITY

HEALTH ASSESSMENT. I acknowledge that I have an obligation to judge the state of my physical health without relying on the assessment of others at Art Gym and to not enter Art Gym if I have reason to doubt my health or its impact upon other persons. I agree that if Art Gym managers or owners determine that I exhibit reasonable indicators of ill health or incapacity, I will remove myself from Art Gym until I no longer exhibit those indications. *Some reasonable indicators of ill health or incapacity: impaired movement, loss of smell or taste, chills, shortness of breath, abnormal coughing or body temperature.*

I take all risk of exposure to illness while on the AGD site whether effectively distanced from others or not and regardless of other individuals' vaccination status.

RISK OF USE. I acknowledge that I am responsible for understanding the risks of using the facility including harm posed by actions or ill health of other users, contractors, employees or owners. It is my responsibility to stay apprised of safety and health cautions verbalized or posted at Art Gym and (for Art Gym Members) on the Art Gym web site.

I acknowledge that Art Gym is a potentially hazardous environment due to the tools, materials and chemicals used to make art which may pose current or future risks to my health and safety. I indemnify Art Gym from any and all damages caused by exposure to hazardous materials/environments and agree to follow all posted hazardous materials guidelines for safety gear, use, storage and disposal.

HOLD HARMLESS. I acknowledge that by entering Art Gym, I do so at my own risk of illness, injury or other harm and **will not hold employees or owners liable for such except in the case of gross negligence.** This Waiver Of Liability shall be governed exclusively by the laws of Colorado and any lawsuit or legal proceeding relating to this Waiver of Liability shall be exclusively brought and litigated in the Denver County Court and/or the District Court of the state of Colorado.

INITIAL

TERMS OF YOUR MEMBERSHIP AGREEMENT

1. AUTHORITY TO ENTER AGREEMENT. Each Party signed below warrants that he/she has the actual legal power, right, and authority to make this Agreement and bind the other Party.

2. AMENDMENT, MODIFICATION, TERMINATION. No supplement, modification, or amendment of this Agreement shall be binding unless first executed in writing and signed by both Parties. Art Gym reserves the right to terminate this membership agreement at any time without notice at its sole discretion.

3. WAIVER: Art Gym may enforce any term of this Agreement, or exercise any right created by this Agreement, regardless of the number of times it has opted not to enforce the same term or exercise the same right in the past.

4. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

5. ENFORCEABILITY, SERVICEABILITY, AND REFORMATION. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Colorado law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Colorado law.

6. APPLICABLE LAW, EXCLUSIVE VENUE AND JURISDICTION. This Agreement shall be governed exclusively by the laws of Colorado, without regard to conflict of law provisions of law provisions.

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the Denver County Court and/or the District Court of the state of Colorado. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

7. ATTORNEYS' FEES AND COSTS. If any legal action or other proceeding is brought in connection with this Agreement, or acts or omission in or at Art Gym, and Art Gym is the prevailing party, Art Gym shall be entitled to recover its reasonable attorneys' fees and other related costs and expenses, in addition to any other relief to which it is entitled.

8. UPDATE EMERGENCY CONTACT RECORDS. Member agrees to provide prompt written notice to Art Gym of any changes in the Member's contact information furnished on this Agreement, including, but not limited to any changes in Member's current mailing address, billing information and emergency contact.

9. NOTICES. All notices required by this Agreement shall be tendered by email, postal service or delivery/courier service to Art Gym at 1460 Leyden St., Denver, CO 80220, or membership@artgymdenver.com unless Member receives written notice from Art Gym instructing otherwise.

10. GENERAL. The hours of operation will be set by Art Gym and may be changed at any time in its sole discretion. Art Gym expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. Membership does not confer on Member any ownership interest in Art Gym or any of its property.

11. RULES AND REGULATIONS: MEMBER AGREES TO FOLLOW ART GYM RULES. Violation of Art Gym rules may be the cause for suspension or cancellation of membership by Art Gym without a right to be refunded any prepaid fees and without relieving Member of any payment obligations set forth in this Agreement.

NOTICE TO MEMBER:

Do not sign this agreement until you have read it entirely (both pages 1 and 2). By signing below you acknowledge that you have read, understand and agree to be bound by all of its terms:

PARTIES TO AGREEMENT

DATE:	MEMBER (PARTY) PRINTED NAME:	MEMBER SIGNATURE:
DATE:	ART GYM (PARTY) EMPLOYEE RECEIPT PRINTED NAME:	ART GYM EMPLOYEE RECEIPT SIGNATURE:

Your Art Gym account info

NAME

YOUR ART AREA

YOUR MEMBERSHIP BEGINS

YOUR LOCKER #

ROLL CART #:

FLAT FILE #:

YOUR FEES

You will be billed your monthly membership fee of \$_____ every month beginning on _____.

Please give us notice of cancellation or temporary suspension by notifying the membership director.

YOUR BOOKING LOGIN

For workspace reservations and on-demand equipment bookings login to the MEMBER LOGIN page (<https://www.artgymdenver.com/members/booking-page/>) with:

YOUR USER NAME:

YOUR WEB PASSWORD:

WIFI PASSWORD

CAFE COUPON CODE

ART GYM STAFF

MEMBERSHIP/PROGRAM ADMINISTRATOR

For questions or concerns about your membership, please contact

Lindsey Bell

lindsey@artgymdenver.com

MEMBERSHIP/PROGRAMMING DIRECTOR

GALLERY CURATOR

For questions about our gallery or your art practice, please contact

Ilan Gutin

ilan@artgymdenver.com

MARKETING/COMMUNICATIONS DIRECTOR

Share your art related news with

Brady Smith

brady@artgymdenver.com

FRONT DESK

For general questions or concerns contact

Member Services

info@artgymdenver.com

303-320-8347

PRINT DIRECTOR

For questions or concerns about our printmaking workspace, please contact

Gregory Santos

gregory@artgymdenver.com

DIGITAL ART SERVICES

For questions or concerns about our digital equipment, please contact

Lesley Renner

lesley.artgym@gmail.com

CAFÉ MANAGER

For questions, concerns or suggestions for the café, please contact

Kim Holyk

kim@artgymdenver.com

DIRECTOR OF OPERATIONS

For general questions or concerns contact

Tyler Campbell

tyler@artgymdenver.com

FOUNDING ARTIST

METALSMITH/LAPIDARY ARTIST

For questions or concerns about our metalsmith/lapidary workspace, please contact **Vickie Stevenson**

vickie@artgymdenver.com

WE ARE HERE TO HELP!

Please speak with our member services team or contact: membership@artgymdenver.com.