

The Workshop Policies

Mission and Vision and Culture

Mission

The Workshop by TBK Bank provides the tools, knowledge, and connections to foster a community of creation, innovation, and success.

Vision

The Workshop by TBK Bank will serve the community by:

- Offering a safe, clean environment for members to learn and practice both traditional and high-tech shop skills
- Mentoring people, young and old, to help them discover their gifts
- Providing vocational training for workforce development in the skilled trades
- Promoting innovation and fostering the development of small businesses
- Training teachers so they can take their knowledge back to the classroom and inspire the next generation

Culture

The Workshop by TBK Bank will maintain an encouraging, collaborative culture by valuing everyone who walks through our doors.

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The Workshop General Policies and Procedures

The Workshop strives to provide a safe, productive and fun work environment for its members. In light of this mission, we ask you to obey the following policies and procedures for working in our facility. **Failure to obey these policies and procedures can make our facilities dangerous or unwelcoming to others, and such actions on your part may result in your license being terminated without notice.** Please take them seriously. We reserve the right to change these policies and procedures as needed with sufficient notice to members.

Individual Safety: Obey all posted signs and literature pertaining to safe use of our facilities. These include but are not limited to signs regarding appropriate shop clothing and protective gear, techniques for safe equipment use, material-specific precautions for equipment, and machine tool lockouts. Do not use equipment you are not comfortable with or trained to use. Our strong preference is that you not operate heavy machinery after normal hours without a partner in the facility; operate it individually at your own risk. Default to asking for help if uncertain.

Shared Safety: In a shared and open facility like ours, it is possible for less experienced members to operate equipment dangerously without knowing it. Please stay on the lookout for unsafe behavior, and approach and offer feedback to fellow members if you believe they are working unsafely. Please notify The Workshop Director, immediately if you believe any piece of equipment or infrastructure to be unsafe.

Respectful Behavior: In both in-person and electronic interactions, behave respectfully, courteously, and professionally to your fellow members. No discrimination, harassment, or hate speech shall be tolerated.

Courtesy of Individual Spaces. If you are licensing space from The Workshop, please keep the space orderly. Do not enter any individual work spaces that are not yours without explicit permission.

Courtesy of Shared Spaces: Keep noise levels to a respectful minimum for the comfort and enjoyment of those in the immediate area. No loud music, tool use or other noise will be permitted in the open areas without the explicit permission of the members around you. No fumes or flames are permitted in unventilated areas. Restore the shared spaces to be as clean as or cleaner than when you found them. Please respect and do not interrupt any official The Workshop activities or classes in the shared spaces.

Guests: Non-member guests are permitted in The Workshop as long as they do not use The Workshop equipment or shared areas or interfere with other members. Guests and their actions are the sole responsibility of the host member.

Tolerance of Feedback: Please be open to constructive feedback from fellow members, especially as it pertains to safe use of our equipment and disrespectful communications or behavior.

Use of Breakroom: Anything placed in the Kitchen's refrigerator must be labeled with name and date. The refrigerator will be cleaned out each Monday morning. You are responsible for cleaning up after yourself including washing any dishes or utensils used.

Document Update Log

| Date | Changes |
|----------|--|
| 9-15-19 | Draft |
| 11-15-19 | Updated after first review |
| 2-9-20 | Updated after 2 nd review and branched for major revisions after summer opening |
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Section 1: The Workshop Daily Operations

All members, guests, visitors, and students to the space must follow The Workshop's Code of Conduct & Anti-Harassment Policy. See Code of Conduct.

1 Membership Categories

1.1 Regular Memberships

A regular member is any member who regularly pays for access to The Workshop and is over the age of 18.

1.1.1 Individual Membership

- An Individual Membership applies to one person.
- An Individual Membership can be subscribed to using a 1-month or 12-month payment period; however, these memberships will be ongoing and it will be up to the member to cancel the membership.
- Consumables will be charged at the current rate listed in the Fee and Consumable Schedule.

1.1.2 Family Membership

- The term "family member" applies to two adults, and all children and grandchildren residing at the same address.
- A Family Membership can be subscribed to using a 1-month or 12-month payment period; however, these memberships will be ongoing and it will be up to the member to cancel the membership.

1.2 Nonmembers

- A Nonmember is simply anyone else who comes to The Workshop. Most commonly, nonmembers come to The Workshop to take a tour, to attend a class offered to the community at large, or because they were invited for a meeting at the space.
- A Nonmember must always be accompanied by The Workshop staff, a member, or an instructor. This individual is responsible for the nonmember's actions and compliance with policies; the staff or member is held personally responsible for the actions of the nonmember under their aegis.
- Nonmembers may not use any equipment, unless it is specifically part of the class or training, and are only in the space to observe.
- Nonmembers must sign the standard liability waivers before entering the space.

1.3 After-Hours Access

1.3.1 Regular Members

- Regular members of The Workshop can access the space after hours.
- Regular members must fill out and sign the Access Code Agreement (See Access Code and Card Agreement).
- One code is issued for each member and may not be shared.

1.4 Member Infraction Policy

All regular members are held to these infraction policies. All others will be warned or asked to leave at the discretion of the Director or other The Workshop Staff present.

1.4.1 Infraction notification

- Members will be notified verbally about infractions and will be asked to sign a form stating they have been informed of the specific infraction(s). See Policy Infraction Form
- Paperwork will be kept permanently with their record.

1.4.2 Member grievance policy

- If a member does not believe the infraction(s) was/were justified, they may bring their grievance to the next regularly scheduled board meeting.
- The board may elect to have the infraction stay on their record, or be removed.

1.4.3 Zero tolerance policy

The Workshop has zero tolerance for the following infractions

- Drug or alcohol possession at the space
 - Exceptions for alcohol at special events can be made only at the discretion of the Board of Directors
- Allowing unauthorized access to under age individuals
- Unauthorized sharing of an access code
- Sexual Harassment or Discrimination of any kind as defined in the Code of Conduct. See Code of Conduct
- Sleeping at The Workshop overnight
- Lewd Behavior

Infractions of this nature will result in the individual's membership being cancelled, with no refund. Any funds paid to The Workshop prior to restrictions being applied are forfeited and cannot be applied to later access, materials fees, rentals, etc.

1.4.4 Two-Strikes Policy

All other infractions of The Workshop Policies, including unsafe tool usage, will be held to a two-strike policy.

- Single violations result in restrictions. See Restrictions .
- Any repeated violation of a single policy will result in membership termination.
- Two violations against different policies within the span of two months will result in the member being required to review The Workshop Policies Document to ensure all policies are known and understood.
- Infractions in this category can include, but are not limited to:
 - Foul language
 - Monopolizing tools and machinery
 - Causing unnecessary conflict
 - Discriminatory behavior
 - Designing/making lewd or crude-themed projects

1.4.5 Restrictions

Not all policies hold the same consequences if violated; therefore, several levels of restriction are possible and the level and duration will be determined by the Director for all violations except those for which there is the zero-tolerance policy. Restrictions may include, but not be limited to:

- After-hours restriction: access cards for after-hours access are invalidated for the period of the punishment.
- All hour restriction: A member is not permitted into The Workshop even during open hours for the period of the punishment.
- Equipment restriction: A member will not be permitted to operate certain equipment for the period of the punishment.
- Permanent restrictions.

1.4.6 Permanent Restrictions

- After losing your access privileges twice or violation of the Zero-Tolerance Policy, use of The Workshop will be revoked and may not be reinstated.

1.4.7 Removal of restrictions or reinstatement of membership

- It will be up to the discretion of the board to determine whether membership privileges will be reinstated.
- Privileges will be restricted for a minimum of 30 days before an appeal may be brought before the board.
- The member whose privileges have been restricted or revoked is responsible for requesting reinstatement. Requests may be made in writing or in person at a regularly held board meeting.

2 Rentals

- A renter is required to initial each paragraph of the rental agreement to acknowledge that the renter has read, understood, and accepts each condition.
- Rentals may include, but are not limited to Studios, Lockers, Desks, Shelf Space, and Conference Rooms.

2.1 Storage Space

- The Workshop offers and lockers, shelf space, studios, and desks for lease on a monthly basis to members in good standing.
- Refer to the Space Rental Agreement for current terms and condition.
- Refer to the Fee and Consumable Schedule **Error! Reference source not found.** for current rates and fees.
- Locks must be provided by the renters
- No refunds for early termination of leases
- Only The Workshop members can lease locker space

2.1.1 Agreement Summary

- Payments automatically renew unless the renter gives notice at least 30 days prior to the end of renting or The Workshop gives written notice to the renter at least 30 days prior.
- Rent is paid in monthly installments after the first quarterly payment. Rate changes must be communicated to the renter at least 30 days prior to change.
- The renter must not store any combustible, flammable, hazardous, or perishable material or anything that would result in a violation of any law or regulation. The Workshop reserves the right to act to remove such items at the members' expense.
- The Workshop is not responsible for loss of any items of value, the locker units were never designed for protection or security of such items.
- The renter must provide their own lock for securing their locker and is the sole owner of the locker contents. The renter retains the right to remove any other locks on their rental.
- The renter must keep the locker clean and in good order and may not make any alterations to the locker without express written authorization. Renter cannot store any material outside of the locker, studio, shelf, or desk area; anything stored outside will be considered lost and may be disposed of by The Workshop.
- The Workshop is not obligated to commit higher levels of care for locker rentals than any other space.
- The Workshop also reserves the right to access the locker, studio, shelf space, and/or desk area, if necessary for larger building repair.
- The Workshop does not maintain insurance for the renter.
- The Renter agrees to indemnify and hold harmless The Workshop.
- If, upon termination, the renter has not removed all the contents of the locker, studio, shelf space, and/or desk area before the termination date The Workshop may empty the locker and dispose of the contents.
- Written consent is required by The Workshop to transfer the renter's rights under the agreement to any other person or allow another to use the locker, studio, shelf space, or desk area.

2.2 Conference Room Rental

- The Workshop will have full control over the use and reservation of the conference room

2.2.1 Release, Indemnification, and Hold Harmless Agreement Summary

- The Workshop and anyone associated with the organization will be held harmless.
- The applicant will not file any claims, demands, complaints, suits, or other legal or administrative complaints against The Workshop.
- The applicant will provide, upon request, any additional information which The Workshop may deem necessary to make a fair and informed decision regarding use of the facility.
- The Workshop reserves the right to deny requests for use of the space and the right to revoke approval later at any time and without notice based on facts brought to their attention indicating that the use was not in compliance with any User Policy.

2.2.2 Renter's Responsibilities

- The renter is responsible for the setup and cleanup of the room(s) they have contracted to rent.
- The room must be cleaned, including tables, chairs, floors, and any other rooms or equipment used.
- Renter is responsible for all members of their event. These members are not allowed to use The Workshop equipment or other facilities unless they are explicitly mentioned in the rental agreement.

2.2.3 Agreement Summary

- Studio and co-work desk renters are required to be mindful of other renters in terms of volume and fragrances.
- Guests are welcome to be by the space; however, they are required to adhere to the Studio and Co-work Desk Rental Agreement and the renter who invites them is responsible for them.
- Anything placed in the Kitchen's refrigerator must be labeled with name and date – and will be cleaned out each Monday morning.
- Working late is permitted, but sleeping is not allowed.
- Renters are responsible for cleaning their own space.
- Internet is a shared commodity, and no person or group shall use the bandwidth to such an extent that it limits the access of others.
- The Workshop retains the right to terminate the rental if the renter is not following all policies as outlined in the rental agreement.
- Certain practices are prohibited, including contests, pyramids schemes, multilevel marketing, chain letters, junk email, spamming, and anything illegal. See Studio and Co-work Desk Rental Agreement for full listing.
- The Workshop is not liable for Studio and co-work desk property. The applicant also agrees to indemnify and hold harmless The Workshop.

3 Equipment

- Members cannot take equipment from the space without prior board approval.
- Director may take equipment from the space at their discretion for purposes beneficial to The Workshop, such as booths at events or to lend to our partners.

3.1 Computers

- Members have access to a computer for The Workshop projects while at the space.
- No software should be installed on the computer without permission from the Director.
- The Workshop is not responsible for any files saved on The Workshop's computers. Members should be prepared to save any files on personal devices if the files are important.

3.2 Certified Equipment

- Members are required to take the safety course and safety test associated with all equipment before they have access to the equipment.

3.2.1 Safety Tests for Certified Equipment

- Safety tests will expire on an eroding basis.
- Safety tests can be taken within one month of expiration.
- Safety classes must be taken prior to taking the safety test, unless otherwise authorized by the Director.

3.3 Reserving Equipment

Most of the time, scheduling use is not a problem; however, if reservations are desired or required, the following policies dictate the process.

- It is strongly encouraged that projects be fully planned out prior to reservation to ensure that the time is not wasted.
- Reservation requests must be submitted to the Director. Or online calendar for each piece of equipment?
- The Director has final authority over schedule for all equipment
- Abuse of the reservation system will be handled on a case by case basis

3.3.1 Class 1: Class Set Equipment

- This category of equipment includes any equipment for which The Workshop has multiple copies, thus allowing more users at the same time to access equipment.
- The equipment may be requested to be reserved for use over multiple days (up to a week) so long as not more than 30% of the available equipment is already reserved, there is no waiting list, and it will not interfere with an upcoming class or event.
- Requests for reservation can be made the week prior to the desired usage and is granted on a first come first served basis.
- Certified equipment can only be reserved by members who have passed the safety test.

3.3.2 Class 2: Single Piece Equipment

- This category of equipment includes any equipment for which The Workshop has only one copy.
- The equipment may be scheduled for one 2-hour blocks of time, every six hours.
- If there is no one waiting at the conclusion of the reserved block of time, the user may continue to use the equipment to complete the project. If there is someone waiting or a reservation, the current user must finish up at their earliest stopping point and complete the project later.
- This equipment may be reserved no later than 24 hours in advance.

3.3.3 Class 3: Heavy Equipment

- This category of equipment includes heavy equipment for which The Workshop has only one copy, and projects tend to be time consuming:
- The equipment may be reserved no later than five days in advance.
- The best estimate for project time must be included in the reservation request.
- The equipment must be clear of use two hours prior to a scheduled class.

3.4 Materials

- On some pieces of equipment, members are provided with allotments on time or materials. For amounts and details, see the member descriptions Materials and Guidelines.
- Certain materials are prohibited for use with certain equipment, as noted in the Materials and Guidelines. Any unlisted materials that a member wants to use must be submitted with a material safety data sheet (MSDS) to the Director.
- Some materials may be purchased at The Workshop, other material must be brought in by the members for their projects.

3.5 Equipment Use Policies

3.5.1 Equipment Cleaning

- It is the responsibility of the member to maintain the spaces they use and leave them in a clean and orderly state.
- Proper cleaning supplies will be provided for use by the members to clean equipment.

3.5.2 Equipment Maintenance

- Maintenance will be the responsibility of the Director
- Equipment may be taken offline for regularly scheduled maintenance
- Regularly scheduled maintenance should be communicated in email blasts and posted on or near the equipment. Communications will be done in a reasonable time frame.
- Unscheduled maintenance should be communicated in email blasts and posted on or near the equipment as soon as possible
 - Any disruption in scheduled equipment usage due to unscheduled maintenance may require rescheduling of individuals, with first priority being given to the individual who was interrupted earliest, and cascade down the calendar. Rescheduling will be done by the Director.

3.5.3 Reporting Equipment Issues

- All equipment issues must be reported to The Workshop to the Director or online.
- Any member of The Workshop who created harm to a piece of equipment and did not report it, is subject to Member Infraction Policies.

3.5.4 Other Equipment Policies

- For most tools and equipment, The Workshop will have a shop-set of tooling including drill bits, router bits, etc. However, there is no guarantee that they will always be sharp and or usable. Members are encouraged to have their own sets of small tooling.
- Tooling for CNC equipment will be the responsibility of members.
- Filament for the 3D Printers can be brought in by members, so long as it is compatible with The Workshop printers.

4 Classes and Workshops

4.1 Cost

- Costs for each class will be determined on a per-class basis and approved by the Director.
- Non-members will generally be charged a premium to take classes.

4.2 Instructors

4.2.1 Background Checks

- The Workshop will have a formal background check involving a third party for all instructors teaching courses for persons 16 and under.
- Background checks are only conducted for instructors who are 18 years of age and older.
- The cost of background checks will be covered by The Workshop.

4.2.2 Pay

- Instructors will be paid an agreed upon flat fee prior to advertising the class and will be responsible for any tax implications.
- The content from completely volunteer instructors is owned by the instructor unless otherwise donated to The Workshop.
- The content from paid instructors is owned by the instructor; however, The Workshop retains the right to request the content and associated documentation so that the class can be offered again in the future and materials provided to students who enrolled in the class at a future point in time.

4.3 New Classes or Programs

Any newly proposed classes must be assessed and approved by the Director. Other requirements are detailed below.

- The Instructor must run the project on their own ahead of time to ensure it will run smoothly, this must be done at least two weeks early, but ideally five weeks ahead of the scheduled time.
- If the instructor is new, they must have a background check conducted as stated above. See Background Checks.
- If the new class or program will require a safety test for students to complete their project later, on their own time, without the instructor present, the test must be assembled by the instructor with the aid and approval of the Director prior to general class approval.
- Anyone interested in offering a new program/class must complete the New Program Form which will provide The Workshop with the information it needs to properly prepare for and advertise the program.

5 Selling Items

- Items made at The Workshop can be sold. However, the projects must follow all legal guidelines relating to the item.
 - For example, when printing a 3D model found on thingiverse, you must determine whether the original creator has provided rights for it. If there is ambiguity, it is the member's responsibility to contact the creator and find out.
- The Workshop was never set up for mass production; therefore, it is at the Director's discretion as to when an organization has grown to the point that it must move beyond the space.

6 Security

6.1 Open Hours

- Everyone accessing The Workshop is required to use their access card
- During Open Hours it is the responsibility of The Workshop staff to keep an eye on the space and the equipment.
- Closing the space, it is the responsibility of The Workshop staff to check the doors, windows, and equipment to ensure they are in a safe state.

6.2 After Hours

- Everyone accessing The Workshop after hours is required to use their access code
- Paying members have after-hours access to The Workshop following the completion of Required classes
- Members are expected to take care of themselves, make sure all doors and/or windows they opened are closed and locked, all equipment is shut down and put back, and that the front door is locked behind them.

6.3 Security Cameras

- The security camera records are only checked when there is cause for suspicion, if something goes missing, or something is damaged without being reported.
- Security footage is retained for a reasonable period of time
- Any person found disrupting the cameras will be subject to the Member Infraction Policy
- Any person found purposefully avoiding cameras may be subject to the Member Infraction Policy

Section 2: The Workshop Management

7 Director

The Workshop Director is responsible for managing The Workshop and overseeing the day to day operations of the space.

8 Fiscal Policies

8.1 Member Dues

- Memberships are not pro-rated.
- New memberships begin on the first of the next month and can be purchased for the remainder of the current month.
- Memberships must be paid in full at time of registering.
- Renewals notices are sent out on the first of the month and members have 15 days to renew before their membership is terminated. Exceptions can be made at Director's discretion.
- For Membership Type breakdown and amounts, see Fee and Consumables Schedule
- Additional consumables can be purchased from The Workshop based on availability
- See Fee and Consumables Schedule for current pricing.
- Pricing can be updated at the discretion of the Director without notice

8.2 Donations

- In-kind donations are accepted on a case by case basis.
- The Workshop reserves the right to sell any in-kind donation.
- The Workshop cannot place a monetary value on in-kind donations, therefore receipts for in-kind donations will be determined by the party donating the material.
- Memberships are paid services and therefore cannot be made by a donation.

8.3 Grants

- Director may elect to apply for grants.
- The Workshop cannot provide grants to other individuals or entities.

8.4 Late fees for Studios, desks, and storage rentals

- Late fees will be assessed as outlined in the rental agreements
- For a current set of late fees, see the current Fee and Consumables Schedule

9 Building

- 2501 & 2505 Burbank are owned by Viceroy LP. Viceroy LP will not be held liable in any way for any risk, danger, injury, or damages incurred on the property by the operation of The Workshop
- The Workshop is responsible for maintaining the entire premises.
- The Workshop is required to comply with all applicable local, state, or federal environmental laws.

9.1 Insurance

- The workshop will carry the following types of insurance with limits as required by law and landlord and more if required or desired:
 - Fire and Casualty:
 - Premises Liability:
 - Personal Property:
 - Business Loss or Interruption:

10 Publicity

10.1 Member Photographs

- As part of the Membership Agreement, everyone who makes use of The Workshop consents to having pictures of them in and around The Workshop used for promotional purposes.

10.2 Project Photographs

- The Workshop staff must specifically ask a member's consent to include that member's project in The Workshop promotional material. This will help protect the member's intellectual property rights.

11 Corporate Relationships

The Workshop may develop relationships with partners.

11.1 Partners

A partner is defined as an organization that collaborates with The Workshop on one of the following activities to further the mission of both organizations. A partnership may or may not include a financial aspect and the specifics of the partnership are detailed in a Memorandum of Understanding (MOU).

- Course offerings
- Community Project
- Collaborative Event

12 Amending Documents

- The Workshop Policies documents may be updated at any time without notice. Any changes to policies will be communicated to members in a timely manner.

Appendices

- I. Code of Conduct
- II. Policy Infractions Form
- III. Access Code and Card Agreement
- IV. Space Rental Agreement
- V. Fee and Consumables Schedule
- VI. New Program Form

The Workshop

Code of Conduct & Anti-Harassment Policy

Change log

| DATE | Description of changes |
|---------|------------------------|
| 9-15-19 | |
| | |
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| | |

The Workshop is dedicated to providing a harassment-free experience for everyone, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, or religion. We do not tolerate harassment of participants in any form.

This code of conduct applies to all The Workshop sponsored spaces, both online and off. Anyone who violates this code of conduct may be sanctioned or expelled from these spaces at the discretion of The Workshop board.

Some The Workshop sponsored spaces may have additional rules in place, which will be made clearly available to participants. Participants are responsible for knowing and abiding by these rules.

Definitions

Harassment includes:

- Offensive comments related to gender, gender identity and expression, sexual orientation, disability, mental illness, physical appearance, body size, race, or religion
- Unwelcome comments regarding a person's lifestyle choices and practices, including those related to food, health, parenting, drugs, and employment.
- Gratuitous or off-topic sexual images or behavior in spaces where they're not appropriate
- Threats of violence
- Incitement of violence towards any individual, including encouraging a person to commit suicide or to engage in self-harm
- Deliberate intimidation
- Stalking or following
- Harassing photography or recording, including logging online activity for harassment purposes
- Sustained disruption of discussion
- Unwelcome sexual attention and physical contact
- Pattern of inappropriate social contact, such as requesting/assuming inappropriate levels of intimacy with others
- Continued one-on-one communication after requests to cease
- Publication of non-harassing private communication

- Possession of any form of weapon at the space

Reporting

If you are being harassed by a member of The Workshop or its community, notice that someone else is being harassed, or have any other concerns, please submit to the director or any Board Member. You may report harassment anonymously, or you can choose to include your contact information if you would like The Workshop to follow up with you for further investigation or to communicate actions that have been taken.

Reports will be handled by The Workshop board of directors. If the person who is harassing you is on the board, they will recuse themselves from handling your incident.

We will respond within 3 weeks of your report, and sooner if at all possible. We reserve the right to reject any report we believe to have been made in bad faith.

Jurisdiction

This code of conduct applies to The Workshop sponsored spaces. The board reserves the right to exclude people from The Workshop community based on their past behavior, including behavior outside The Workshop spaces and behavior towards people who are not in The Workshop community.

Confidentiality

We will respect confidentiality requests for the purpose of protecting victims of abuse. At our discretion, we may publicly name a person about whom we've received harassment complaints, or privately warn third parties about them, if we believe that doing so will increase the safety of The Workshop members or the general public. We will not name harassment victims without their affirmative consent.

Consequences

Participants asked to stop any harassing behavior are expected to comply immediately.

If a participant engages in harassing behavior, The Workshop may take any action they deem appropriate, including expulsion from all The Workshop spaces and identification of the participant as a harasser to other DU members or the general public.

The Workshop

Policy Infraction Form

Change log

| Date | List of changes made |
|---------|----------------------|
| 9-15-19 | draft |
| 1-16-20 | Second draft |
| | |
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| | |
| | |

Member Name: _____

As we discussed in our meeting _____ (date and time) the following infractions of The Workshop Policies have occurred.

There often are mitigating conditions that cause us to break policy from time to time, but when the behavior is frequent, it causes a hardship on other members and decreases overall use of the space.

Please consider this a formal warning that this behavior can no longer be tolerated. We value our members and if there is something we can do to help the situation, please let me know. In the meantime, I will expect you to abide by The Workshop policies moving forward.

The following action is to be taken as a remedy and/or reminder of the infraction:

The remedy will be in place until:

At this time the following adverse consequences of the infraction are known. There may be others that are determined as further investigation is completed. This is by no means to be interpreted as a complete notation of the issues:

Please sign this acknowledging that you received this letter.

Written name: _____

Signed name: _____ Date: _____

Regards,

Failure to Comply with Safety Rules

If any member of The Workshop is found in violation of The Workshop safety rules, procedures, or Standard Operating Procedures (SOPs) as found on The Workshop safety web site, policies, or procedures, the following steps shall be taken. [By "member of The Workspace" is meant anyone (visitor, staff, volunteer, studio renter, or storage space renter) who has been granted access to The Workshop. If the violator is a guest of a member of The Workshop, then the procedures shall be applied to the host.]

Upon the first violation, the guilty party will receive written notification of:

- His/her specific violation
- A written description of the penalty for a repeat violation of that same rule procedure or SOP
- The details of the violation will be placed in that person's safety record file. At a minimum, the details will contain
 - A description of the infraction
 - The date of the infraction
 - Action taken because of the infraction
 - Any adverse consequences (such as injury to that person or anyone else) of the infraction

The guilty party will be placed on probation for 6 months. If no repetition of the same violation occurs during the probation period, the probation shall be lifted. However, the record of the infraction shall remain in that person's safety record file. Upon the second violation of the same safety rule, procedure, or SOP during the probationary period, the guilty party will receive written notification of his/her violation, and will be summoned to appear before the Safety Committee to explain his/her actions. The violator will then be given a written description of the possible penalties for a further repetition of the violation. The details of the violation will be placed in the guilty party's safety record file. (Details are as in the first violation.) The guilty party's probation will be extended by 6 months from the time of the second infraction.

Upon the third violation of the safety rule, procedure, or SOP during the probationary period, the guilty party will receive written notification of his/her violation, and will be summoned to appear before the Safety Committee to explain his/her actions. The committee will then decide upon the appropriate punishment. Sanctions may include all or part of the following:

- Banishment from The Workshop for a period of time depending on the severity of the infraction.
- Loss of pay during a period of time depending on the severity of the infraction.
- Permanent dismissal from The Workshop.

The recommended punitive action will be forwarded to The Workshop Director who will either choose to follow the committee recommendation, or implement his/her own punitive action.

In either case, details of the infraction will once again be placed in the guilty party's safety file. Also placed in the file will be the recommended penalty, and the penalty actually applied by The Workshop Director. The guilty party will be placed on a 1-year probation, starting from the time of the end of the imposed penalty period. At any time following any infraction of any safety rule, procedure, or SOP, the accused may appeal the decision of the Safety Committee. The safety committee will then form a

separate appeals panel consisting of one (1) member of the Safety Committee, The Workshop Director, and one other member consisting of another The Workshop member holding a position similar to the appealing personnel. The Appeal panel will hear the arguments of the accused and make its recommendation to the Safety Committee whether to dismiss the appeal or to dismiss the accusation. In the event the accusation is dismissed, details of that violation will be expunged from the file of the accused.

If The Workshop member accused of a violation for a third time while still under probation is a member of the Safety Committee, then he/she may not sit in judgment of his/her offense, and a substitute (temporary) Safety Committee member will be selected by The Workshop Director to take the place of the accused during proceedings outlined above.

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The Workshop Access Code & Card Agreement

| DATE | Description of changes |
|---------|------------------------|
| 9-15-19 | Initial Draft |
| 1-16-20 | Second draft |
| 2-9-20 | Third draft |
| | |
| | |

Member Access:

Members in good standing may elect to have an access code for building access and an access card for machine use.

Access Codes

- Access codes and cards are not to be shared.
- One code and card will be provided per individual.
- Only those members older than 18 or approved by The Workshop Director for access without a responsible party are allowed to use the access codes for entry.
- There will be zero tolerance to breaking the age access policy.
- Access codes and cards will work 7 days a week, 24 hours a day.
- At the beginning of each month, all non-active members' codes and cards will be deactivated.

Behavior

- No sleeping overnight in the building.
- Members may not let anyone else in.
- Members may not prop doors open.
- Members are expected to leave the space clean when they exit the building.
- Zero tolerance on breaking the no alcohol policy.
- Zero tolerance for manipulating or blocking cameras and other security equipment.
- Zero tolerance for manipulating equipment access controls.
- Members are not to leave working equipment unattended.

The Workshop Agreement for Rental of Storage Space

UNIT # _____

Payment: \$5/mo .

If not a Makerspace Member, complete the following:

AGREEMENT FOR RENTAL OF LOCKER

This Agreement is made as of the date stated below between The Workshop (“Landlord”) and the undersigned resident (“Renter”) of a locker at 2501 Burbank St. Dallas, TX 75235.

Whereas Renter desires to lease from the Landlord a lockable storage unit and whereas the Landlord has installed and is willing to provide such a unit to the Renter upon the terms and conditions set forth herein,

For and in consideration of the mutual promises and covenants hereinafter set forth, the Landlord and the Renter agree as follow:

1. Renter of Locker: Rental Period. The Landlord hereby leases the lockable storage unit numbered _____ (the “Locker”) to Renter for a one quarter period (the “Rental Period”), upon the terms and conditions set forth herein. The first Rental Period shall start on the date of this Agreement. Each Rental Period shall be automatically renewed for one month unless (a) the Renter gives written notice to the Landlord that the Renter will not renew the lease of Locker at least 30 days prior to the end of the Rental Period and the Renter removes the contents of the Locker or (b) the Landlord gives written notice to the Renter at least 30 days prior to the end of the Rental Period that the Landlord will not renew the lease of the Locker.
2. Rent. The Renter shall pay the rent to the Landlord in equal monthly installments for the Locker in advance and agrees to the charge of \$5 to be billed to their account on the first day of each month. The Rent shall be fixed by the Board of Directors of the Landlord and communicated to the Renter not later than 30 days prior to the effective date of change of Rental charge. If Renter is unwilling to pay the increased Rent it may terminate this Rental Agreement at the start of the next rental period.
3. The Renter must not store in the Locker:
 - (a) Any combustible, inflammable or hazardous materials or substances.
 - (b) Any food or any other items that may have an objectionable odor or that may decay.
 - (c) Any item that would result in a violation of any law or regulation applicable to the Landlord and the Building, and
 - (d) Any item that the Board of Directors or the Landlord has determined to be unsuitable for storage in the locker.

(Initials)

(Initials)

(Initials)

LAST NAME:

In the event that the Renter uses the Locker in any way that creates a fire hazard or other serious Risk to the safety of the storage area or to the Building, the Landlord may take action necessary to eliminate such hazard or risk including termination of the rental agreement.

_____ (Initials)
4. Storage of Items of Value. It being understood by the Renter that the Locker was not designed for the protection or security of such items having intrinsic monetary value; collectible items or other irreplaceable items and that the Landlord affords no such protection or security. Storage of Renter's belongings is understood to be at Renter's own risk.

_____ (Initials)
5. Custody and Control of the Locker. The Renter shall provide a lock for securing the Locker, and the Renter shall be deemed to have sole custody, care, and control of the contents of the Locker. The Landlord shall not have, or be deemed to have, custody, care or control of the contents of the Locker, nor shall the Landlord be deemed to be a bailee of the contents of the Locker. Tenant warrants that all items placed by Tenant in the storage space shall be Tenant's own property or property which tenant is legally entitled to possess. Tenant must keep Tenant's storage space locked and provide his own lock and key. Tenant may place only one lock on the storage space and hereby authorized landlord to remove any additional locks on the storage space.

_____ (Initials)
6. Renter's Care of the Locker. The Renter shall keep the Renter's Locker clean and in good order. The Renter shall keep the Locker locked except when placing items in or removing items from the Locker. The Renter shall not make any alteration to the Locker without the express written authorization of the Landlord, and may not designate the Locker in any way. Tenant shall not place any property or material outside the Storage Space. Any property or material found outside the Storage Space shall be conclusively presumed to be abandoned and may be disposed of by Landlord without notice or liability to Tenant. Tenant shall not make any alterations to the Storage Space nor post any signs without the express written consent of Landlord

_____ (Initials)
7. Locker Access. Renter may access their locker during normal open business hours for The Workshop. If Renter has card access with their The Workshop membership, they may access their locker during non-business hours.

_____ (Initials)
8. Landlord's Duty of Care. The Landlord is providing the lockable storage units to its tenants as an accommodation, and the Landlord undertakes no special duties of care with respect to such units. The Renter acknowledges that the Landlord's obligation is to maintain the area of the Building in which storage units are installed with no greater care than the Landlord exercises for those areas of the basement in which no storage units are installed. Nor shall the Landlord be liable for any damages or loss to the Renter with respect to the contents of the Locker as a result of theft, disappearance, vandalism, fire, water, leaking pipes, hurricane, rain, electrical malfunction, explosion, any act of God or any other situation out of the control of the landlord. The Landlord shall be liable only for any intentional acts committed by a building employee resulting in damage or loss to the contents of the Locker. The Renter also acknowledges that the Landlord shall have the right to open and if necessary empty the Locker if access is required to make repairs to the Building or Building systems and equipment that may be in or near the Renter's locker necessitating access from within the Renter's locker.

_____ (Initials) 9. Assumption of Risk: Insurance. The Renter acknowledges that the Landlord does not maintain insurance for the Renter against loss of the contents of the Renter's Locker.

_____ (Initials) 10. Landlord's Regulations for Storage Areas. The Renter agrees that the Renter will comply with the Landlord's Rules and Regulations for the use of the Locker and the storage areas in the Building.

_____ (Initials) 11. Indemnification and Release of the Landlord. The Renter agrees to indemnify and hold harmless the Landlord from and against any and all claims, losses, damages, expenses (including reasonable attorney's fees) and liabilities incurred by the Landlord as a result of the Renter's failure to comply, by act or omission, with any of the requirements of this Agreement. The Renter hereby releases the Landlord, its directors, offices, employees, and agents from any and all claims the Renter may have at any time against the Landlord with respect to the items stored in the Locker except such claims as may result from any intentional acts of the Landlord or its employees resulting in damage to the contents of the Locker.

_____ (Initials) 12. Termination of Agreement. This Agreement may be terminated by the Landlord upon any of the following events: (a) The failure of the Renter to pay to the Landlord any rental charge due for the Locker. (b) The failure of the Renter to pay the Landlord any other charge billed to the Renter. (c) A decision by the Board of Directors of the Landlord to use the space occupied by the storage lockers for another corporate purpose of the Landlord. (d) Before the end of a Rental Period, if the Landlord gives written notice to the Renter at least 30 days before the end of the Annual Rental Period that it is terminating this agreement.

_____ (Initials) 13. Removal of Locker Contents. In the event of the termination of this Agreement, whether by Landlord or Renter, the Renter shall remove the contents of the Locker no later than the date in which such termination is effective. If the Renter does not empty the Locker, the Landlord may empty the Locker and may dispose of the contents as if the contents were abandoned property of no value.

_____ (Initials) 14. Landlord's Entry of Locker. If the Landlord believes the Locker is being used to store items in violation of this agreement, the Landlord may require the Renter to permit the Landlord or their agent access to the Locker for an examination of its contents. The Renter shall remove any contents the Landlord deems are in violation of this agreement. If the Renter fails to permit the Landlord access to the Locker, the Landlord may break open the Renter's lock to gain access, may remove items determined not to be authorized items for storage in the Locker and may dispose of such items as if the items were abandoned property of no value. The Renter shall reimburse the Landlord for time and materials incurred to break open Renter's lock securing the Locker.

_____ (Initials) 15. Modification of Agreement. Any modification of this agreement must be in writing and it may not be modified orally.

16. Assignment of Locker. The Renter may not, without the prior written consent of the Landlord, assign this Agreement, transfer the Renter's rights under this Agreement to any person, or allow any other person to use the Locker.

(Initials)

LANDLORD: The Workshop

By _____ President / Managing Agent

RENTER (Print Name) _____

RENTER: _____ Date _____

| DATE | Change |
|---------|--------|
| 9-15-19 | Draft |
| | |
| | |
| | |

The Workshop

Fee and Consumables Schedule

Contents

- Memberships 2
- Consumables 3
- Studio Rates 3
- Time Based Fees..... 3
- Storage 3

Memberships

There are a range of membership types made available to the public. Some limit the access of the space to regularly scheduled open hours, while other provide 24 hour access. Membership access does not guarantee access to equipment, and some equipment may require safety training and testing before use.

Day passes, of which only a limited number of day passes will be issued per day, and Open Hours Membership grant access only during regularly scheduled open business hours when there is Workshop staff on duty.

24 hour membership types include the range of Hacker, individual, Family, Corporate, and business incubator rates. Hacker memberships are available on a case by case basis for students, veterans, and skills trainees. Family membership are for families who reside at the same address, require at least one adult to be present and actively supervising dependents under the age of 18.

Business Incubators are entities in their first few years of existence, still working to establish themselves and their clientele, and developing their business practice.

These fees may be changed at any time by The Workshop. Users will be given reasonable notice for all changes.

| Type | 1 month | 3 month | Annual |
|----------------------------|-------------------------|-------------------------|--------|
| Open Hours Access Only | | | |
| Day Pass | Not currently available | | |
| Individual (Open Hours) | Not currently available | | |
| 24 Hour Access Memberships | | | |
| Individual (24 hours) | \$75 | Not currently available | |
| Family | \$125 | Not currently available | |
| Studio | Not currently available | | |
| Co-work Desk | Not currently available | | |
| Corporate | *ask for current rate | | |
| Hacker | *ask for current rate | | |
| Business Incubator | Not currently available | | |

Replacement of lost card: \$5

Consumables

3D Printer Filament – Free for 2020 (within reason)

All others – ask! Most areas will require you bring your own materials/consumables.

Studio Rates

Not available at this time

Time Based Fees

Free for 2020 – within reason!

Storage

Lockers - \$5/month

The Workshop

New Program Form

Thank you for your interest in offering a class at The Workshop. Please fill the following information and email it to info@tbkworkshop.com . The programming committee will get back to you about your class proposal so that it can get scheduled.

Thank you!

Class Title:

Brief class description (this is something that would show up on a flyer or a facebook post)

Student target age range (write none if any age is fine)

Number of hours the class is in length

Preferred date and time for the class

Does this class meet more than once? If so, how often when (i.e. weekly or daily until its conclusion)

How many days before the class is offered do you need to know how many students you have. This is the pre-registration deadline

Materials fee being charged to the students:

What materials are being purchased?

What The Workshop equipment and materials are being used for this class?

What personal equipment/supplies with the instructor be bringing?

Minimum and maximum number of students to make it worthwhile to offer the class

Are there any safety precautions or concerns we need to take into consideration when offering the class (i.e there is spray painting, so we need some outside space or well ventilated space to offer this class)? If so, what should we be aware of?

What pre-requisite skills do your students need to enjoy and be successful at this activity?

Instructor Name:

Phone number:

Email address:

Fee you would like to be paid for teaching this class: