

**FLPC Wood Shop
Membership Agreement**

**Forest Lake Presbyterian Church (FLPC)
6500 North Trenholm Road
Columbia, SC 29206**

May 3, 2023

FLPC Wood Shop Membership Agreement

This FLPC Wood Shop Membership Agreement (the Agreement) is effective on the date of _____ by and between the Forest Lake Presbyterian Church Wood Shop, hereinafter referred to as FLPC Wood Shop with its facilities located at 6500 North Trenholm Road, Columbia, SC 29206 and _____, located at _____

hereinafter referred to as Member.

WHEREAS Forest Lake Presbyterian Church has a Wood shop that allows its members, guests, and other individuals in the community to use their Wood Shop to learn or enhance their woodworking skills and complete woodworking projects,

And

Whereas the individual set forth above wants to become a Member of the FLPC Wood Shop, to learn new or enhance their woodworking skills, the parties agree to the definitions, terms, and conditions contained in this Agreement.

1. Definitions

The following terms will have the stated meanings for purposes of this Agreement:

1. **Forest Lake Presbyterian Church**—Forest Lake Presbyterian Church is the Presbyterian Church located at 6500 North Trenholm Road, Columbia, SC 29206 and shall be referred to in this Agreement as "FLPC".
2. **FLPC Property**—The FLPC Property includes all of the FLPC Buildings, parking lots, play grounds, etc. located at 6500 north Trenholm Road, Columbia, SC 29206.
3. **FLPC Wood Shop Waiver of Liability, Assumption of Risk, and Indemnity Agreement**—Said Agreement defines the FLPC Wood Shop Member's and their Guest(s) assumption of risk and releases FLPC, the FLPC Wood Shop Steering Team, and all other Volunteers from Liability associated with accidents, injuries, or any other type of incident that occurs in the FLPC Wood Shop in accordance with the terms and conditions set forth in said Agreement.

The FLPC Wood Shop Waiver of Liability, Assumption of Risk, and Indemnity Agreement is hereby incorporated by way of reference and made a part hereof, including the definitions contained therein.

4. **FLPC Safety and Operations Manual**–The FLPC Safety and Operations Manual is the document that mandates the policies and procedures necessary for using the FLPC Wood Shop and the tools and equipment contained therein and its material is subject to be included in the test given prior to admission to membership. It sets forth in detail the following:
 - a. Wood Shop Mission
 - b. Definition of Terms used in the FLPC Safety and Operations Manual and this Agreement.
 - c. Safety policies and procedures for shop, tools, and equipment use.
 - d. Procedures for Opening and Closing the FLPC Wood Shop. This includes tool relocation and shop cleanup.
 - e. Procedure for Tool Control.
 - f. Procedure for dealing with and reporting Accidents or Fires in the Wood Shop.
 - g. Definition of the types of Materials that can and cannot be used in the FLPC Wood Shop.
 - h. Procedures for setup and operation of Standard Tools and Equipment.
 - i. Procedures for Setup and operation of Specialized Equipment. rules and procedures for safety and the safe setup and operation procedures for each of the power tools/equipment in the FLPC Work Shop. This manual was developed by the FLPC Wood Shop Steering Team and approved by the FLPC Property Committee and FLPC Session.

The FLPC Safety and Operations Manual is hereby incorporated by way of reference and made a part hereof, including the definitions contained therein.

5. **FLPC Wood Shop Membership Agreement**–The FLPC Wood Shop Membership Agreement, FLPC Safety and Operations Manual, and FLPC Wood Shop Waiver of Liability, Assumption of Risk, and Indemnity Agreement define the terms and conditions under which an FLPC Wood Shop Member, or their supervised Guests, can use the FLPC Wood Shop and the Tools and Equipment contained therein.
6. **FLPC Wood Shop Member**–An FLPC Wood Shop Member is an individual that has been certified by one of the members of the FLPC Wood Shop Steering Team to be able to use the FLPC Wood Shop and the Standard Tools/Equipment defined in Section 5.1 of The FLPC

Wood Shop Safety and Operations Manual without supervision during standard Wood Shop Operating Hours once they know how to safely setup and operate said tools/equipment.

7. **Wood Shop Members with Special Endorsements**—Is an Individual who is an FLPC Wood Shop Member who has received a Special Endorsement(s) from a member of the FLPC Wood Shop Steering Team to use one or more of the Specialized pieces of Equipment listed in Section 5.2 of the FLPC Wood Shop Safety Manual without supervision during standard Wood Shop Operating Hours.
8. **FLPC Wood Shop Guest**—Any individual that is not a Member of the FLPC Wood Shop over the age of 11 can work in the FLPC Wood Shop as a Guest under the supervision of a Member of the FLPC Wood Shop. No Guest can work in the FLPC Wood Shop unsupervised whether they are an adult over the age of 18 or a minor. Provided however, before any Guest can work in the FLPC Wood Shop the Guest or their legal guardian, if they are a minor, must complete and execute FLPC Wood Shop Waiver of Liability, Assumption of Risk, and Indemnity Agreement. The Member supervising the Guest(s) is responsible for turning the executed Wood Shop Waiver of Liability, Assumption of Risk, and Indemnity Agreement in to one of the FLPC Wood Shop Steering Team Members.

2. **FLPC Wood Shop Membership and Specialized Equipment Endorsements**

This section describes the steps necessary to become a member of the FLPC. This section also describes how a Member of the FLPC Wood Shop can be obtain an Endorsement to use the Specialized Equipment in the FLPC Wood Shop during normal Wood Shop Hours.

2.1 **Becoming an FLPC Certified Wood Shop Member**

To become an FLPC Wood Shop Member, and individual must:

- Be at least 18 years old
- Review and execute a Wood Shop Waiver of Liability Agreement
- Attend at least one Wood Shop Orientation
- Review the Training Videos for the Standard Equipment
- Pass the FLPC Wood Shop Certification Test
- Review and execute this Wood Shop Member Agreement.

- Receive Certification from one of the FLPC Wood Shop Steering Team that the individual requesting certification has met all of the requirements set forth in Section 2.1 of this Agreement.
- **Note:** An individual does not have to be a member of FLPC to be a Member of the FLPC Wood Shop

Once an individual is certified as a FLPC Wood Shop Member they will be given the security code to the FLPC Wood Shop and can in accordance with this Membership Agreement and the FLPC Wood Shop Safety and Operations Manual:

- Open the FLPC Wood Shop
- Use all of the Standard Tools/Equipment in the FLPC Wood shop that they know how to set up and operate safely.
- Supervise 1-2 guests at a time, to use the tools and equipment in the FLPC Wood Shop that said Member knows how to setup and operate safely.
- Close the FLPC Wood Shop.

It is recommended but not required that a Wood Shop Member have someone with them when they are working in the FLPC Wood Shop.

2.2 Member Endorsement to use Specialized Equipment

In order to setup and operate any piece of Specialized Equipment in the FLPC Wood Shop, an FLPC Wood Shop Member must obtain an endorsement for each piece of Specialized Equipment that they want to setup and operate from one of the FLPC Wood Shop Steering Team. In order to obtain an Endorsement for each piece of Specialized Equipment the individual must:

- Be a Certified Member of the FLPC Wood Shop
- Review the Safety and Operations Manual for the piece of equipment the Member wants to be Endorsed to setup and operate.
- Watch the Training Video for said piece of equipment.
- Pass a written Endorsement Test on said piece of equipment
- Demonstrate to one of the FLPC Wood Shop Steering Team that the Member can safely set up and operate the piece of Specialized Equipment that they have requested an Endorsement for.

Once the FLPC Wood Shop Steering Team Member issues the Endorsement for said piece of Specialized Equipment, the Member can setup and operate said piece of equipment under the terms and conditions of this Agreement, using the Safety Policies and Procedures defined in FLPC Wood Shop Safety and Operations Manual.

It is recommended but not required that a Wood Shop Member have someone with them when they are working in the FLPC Wood Shop.

2.3 Wood Shop Membership Benefits

This section of the Agreement defines the benefits of FLPC Wood Shop Members.

- **FLPC Wood Shop Access**—All FLPC Wood Shop Members will have access to the FLPC Wood Shop during the Standard Wood Shop Hours set forth in this Agreement.
- **Guests**—Any FLPC Wood Shop Member may allow 1-2 Guests of their choosing to use the FLPC Wood Shop and the Standard Equipment therein that they are qualified to set up and operate in accordance with this Agreement. Provided however, that the Member allowing Guests to use the FLPC Work Shop and tools and equipment therein is responsible for:
 - Providing their Guests with a FLPC Wood Shop Orientation
 - Supervising their guest(s) activities at all times
 - Not allowing their Guests to use any Standard Equipment that they cannot safely setup and operate themselves.
 - Not allowing them to use any equipment requiring a Special Endorsement from the FLPC Steering Team.
- **Assistance**—A Member or Guest can request assistance from one of the FLPC Wood Shop Steering Team Members or from other FLPC Wood Shop Members who can safely setup and operate the Tool or piece of Equipment that the Member or Guests needs help with.

Said assistance and guidance to Members and Guests will be provided on an as available basis. The FLPC Wood Shop Members or other FLPC Wood Shop Members can provide general guidance or advice to Members and Guests on their projects on an as available basis.
- **Tools and Equipment**—FLPC Wood Shop Members will have access to all of the Standard Equipment in the FLPC Wood Shop. In addition, Members with Special Endorsements will have access to all of the Specialized Equipment that they have been Endorsed to use.
- **Tools and Equipment Availability**—Tools and equipment are available to Members on a first-come, first-served basis, and Members are asked to be cognizant and courteous to share with other Members.

- **Equipment Downtime**—Any of the FLPC Wood Shop Team Members or their designated representatives may place equipment in an inoperable state due to damage or a safety issue. The FLPC Wood Shop makes no guarantees about the uptime of any equipment, but will make best effort to repair or provide access to a reasonable alternative.
- **Shared Scraps and Consumables**—In the spirit of sharing, Members have access to scraps and consumables located in the FLPC Wood Shop or FLPC Wood Shop Storage Area. Unless otherwise marked or tagged as belonging to another Member, scraps and consumables are available for use by any Member or Guest.
- **Unclaimed Materials**—Member materials or projects left in the FLPC Wood Shop that are not tagged and properly stored in designated Member storage areas for longer than 10-days may be designated as scrap and moved to the FLPC Wood Storage Area. Said material is then available to other Members to use at no cost.
- **Non-Exclusivity**—Member agrees and understands that the FLPC Wood Shop is for use of all Members and their Guests. No Member may designate or claim any portion of the FLPC Wood Shop or the Tools and Equipment contained therein.
- **Storage of Non-Project Materials**—Members may not store anything in the FLPC Wood Shop other than materials for their projects.

3. General Terms and Conditions

This section defines the General Terms and Conditions that the FLPC Wood Shop Member is agreeing to by executing this agreement.

1. **Member Code of Conduct**—In addition to above, Member agrees to the following terms:
 - a. Member will use the FLPC Wood Shop in a safe and reasonable manner and will report any unsafe behavior by anyone to FLPC Wood Shop Steering Team.
 - b. Member will make best effort to take reasonable precautions not to damage any equipment or other items in the FLPC Wood Shop or FLPC Property.
 - c. Member will make no alterations or additions to the FLPC Wood Shop Equipment or FLPC property without the express written permission of FLPC Wood Shop Steering Team.
 - d. Member will not engage in any activities in or around the Education Building, Wood Shop, or any other FLPC Church Property that are unlawful, illegal, or unreasonably dangerous.

- e. Member will notify FLPC Wood Shop Steering Team in writing, immediately, of any damage, injury, or other reportable incident.
 - f. Member will not waste utilities or other resources.
2. **Intellectual Property**–The FLPC Wood Shop makes no claims on the intellectual property of the Members or other individuals who utilize the FLPC Wood shop.
3. **Food and Beverages**–Drinks are welcome in the FLPC Wood Shop. Provided however that no drinks can be set on any of the Equipment located in the FLPC Wood Shop. Food is not permitted in the FLPC Wood Shop, unless otherwise authorized by FLPC Wood Shop Steering Team.
4. **Lawful Purposes**–All equipment in the FLPC Wood Shop can only be used for lawful purposes. No Member or Guest(s) under their supervision will be permitted to use Wood Shop equipment to create material that is:
 - a. Prohibited by local, state or federal law.
 - b. Unsafe, harmful, dangerous or poses an immediate threat to the well-being of others. (Such use may violate the terms of use of the manufacturer.)
 - c. In violation of another's intellectual property rights. For example, using equipment to replicate someone else's designs or articles of manufacture may infringe the copyright or patent in those materials.
5. **Right to Halt Work**–The FLPC Wood Shop Steering Team reserves the right to halt, delete, or disallow the creation of items that violate the FLPC Wood Shop policies, including the creation of weapons, obscene materials, or illegal items. Production of Weapons and Weapon parts is prohibited.
6. **Minors**–Minors have various levels of access to the FLPC Wood Shop depending on their age. Children under 18 years of age must be accompanied by an adult at all times. A parent or legal guardian must sign a Waiver of Liability Agreement for FLPC Wood Shop Guests under the age of 18.
7. **Music**–Headphones are not permitted to be used in the FLPC Wood Shop for safety reasons.
8. **Security Cameras**–In order to promote the safety of Members, FLPC Wood Shop Steering Team, FLPC Wood Shop Members, and Guests, as well as the security of its facilities, FLPC conducts video surveillance in the FLPC Wood Shop, in the Wood Shop parking area, and in a variety of other areas on the FLPC Property. Provided however, that

FLPC does not use video surveillance in private areas of its facilities such as restrooms.

4. Specific Terms and Conditions

This section defines the Safety Terms and Conditions for the Members of the FLPC Wood Shop.

1. **Authority of the FLPC Wood Shop Procedures and Steering Team**– Member agrees to follow the safety and operations procedures set forth in the FLPC Wood Shop Safety and Operations Manual. The Member also agrees to follow any instructions and/or directives issued by an FLPC Wood Shop Steering Team Member or their designated representative. The FLPC Wood Shop Steering team represents the final authority on all issues associated with the FLPC Wood Shop.
2. **FLPC Wood Shop**–The Member agrees to only use the FLPC Wood Shop in accordance with the terms and conditions set forth in this Agreement and those set forth in the FLPC Wood Shop Safety and Operations Manual.
3. **Material Use**–The Member agrees to only use the tools and equipment in the FLPC Wood Shop to work on the types of authorized Materials set forth in the FLPC Wood Shop Safety and Operations Manual.
4. **Safety Equipment**–The Member agrees to use the safety equipment require to safely setup and operate a piece of equipment in the FLPC Wood Shop which is defined in the FLPC Wood Shop Safety and Operations manual for each power tool and piece of equipment. However, the FLPC Wood Shop Steering Team recommends that Members and their guests use hearing protection, dust masks, and safety glasses at all times in the Wood Shop when more than one Member is using the Wood Shop.
5. **Clothing, Hair, and Jewelry**–The Member agrees to abide by the rules set forth for Clothing, Hair, and Jewelry set forth in the FLPC Wood Shop Safety and Operations Manual.
6. **Standard Equipment Use**–The Member agrees to setup and operate all of the Standard Tools/Equipment in accordance with the FLPC Wood Shop Safety and Operations Manual. The Member further agrees not to use any of the Standard Tools/Equipment that they cannot setup and operate without supervision until they are confident that they can safely set up and operate said piece of equipment and/or tool on their own.
7. **Specialized Equipment Use**– The Member agrees not to use any of the Specialized Equipment until they receive an Endorsement form one

of the FLPC Wood Shop Steering Team Members for said piece of equipment. The Member further agrees to setup and operate all of the Specialized Equipment in accordance with the FLPC Wood Shop Safety and Operations Manual.

8. **Getting Help**–The Member agrees to ask for help from another Member or one of the FLPC Wood Shop Steering Team Members who can safely setup and operate said tool or piece of equipment if they not confident of their ability to do so.
9. **Tools/Equipment Removal**–The Member agrees that the Member or their Guest(s) will not remove equipment, tools, or any other items from the FLPC Wood Shop.
10. **Equipment Damage**–The Member agrees to report any tool or piece of equipment that is unsafe or in a state of disrepair to the FLPC Wood Shop Steering Team, and shall discontinue use immediately of any malfunctioning Tool or piece of Equipment.
11. **Accidents**–The Member agrees that if an accident occurs in the FLPC Wood Shop, that cannot be treated with basic first aid, that they will immediately:
 - a. Summon help by using their cell phone to call 911 or pulling the fire alarm located by the FLPC Wood Shop door.
 - b. Open the FLPC Wood Shop Door so that the first responders can get in.
 - c. If possible, treat any wound(s) with basic first aid, using one of the first aid kits located by the Wood Shop Door, to treat the wound until help arrives.
 - d. Report all accidents, minor or major, to the FLPC Wood Shop Steering Team.
12. **Fire**–The Member agrees that if fire occurs in the FLPC Wood Shop, that cannot be put out quickly using the fire extinguisher located by the Wood Shop door, that they will immediately:
 - a. Summon help by using their cell phone to call 911 or pulling the fire alarm located by the FLPC Wood Shop door.
 - b. Exit the FLPC Wood Shop and wait for the Fire Department to arrive.
 - c. Provide the Fire Department with any information that they request.
 - d. Report all fires, minor or major, to the FLPC Wood Shop Steering Team.
13. **Opening and Closing the FLPC Wood Shop**–Member agrees to follow the procedures contained in the FLPC Safety and Operations Manual when opening and closing the FLPC Wood Shop.

14. **Safety Violations**—Members understands that if they do not setup and operate the tools in accordance with the FLPC Wood Shop Safety and Operations Manual, that they will receive a verbal and/or written warning from one of the FLPC Wood Shop Steering Team members or their designated representatives. A major violation or more than 3 minor violations will result in the decertification of the Member and they will no longer be allowed to use the FLPC Wood Shop.

5. **FLPC Property or Equipment Damage**

This section describes the Member or their Guest's responsibility if they damage FLPC Property or equipment through willful or negligent conduct while working in the FLPC Wood Shop or on the FLPC Property.

1. **Damage to Equipment**—All FLPC Wood Shop equipment must be operated in accordance with FLPC Wood Shop Safety and Operations Manual, shop training, and best practices at all times. Member will be responsible for all cost to repair and/or replace damage to the equipment or tools caused by their willful or negligent conduct. This includes the Member and/or Guest(s) under Member's direction or control. This excludes nominal "wear and tear" or equipment malfunction outside of the control or influence of the Member.
2. **Damage to FLPC Property**—Member will be responsible for the cost to repair or replace any FLPC Property damaged by the willful or negligent conduct of said Member, or Guests under Member's direction or control. This does not include nominal "wear and tear" damage.
3. **Damage or Injury to Member or Member's Property**—The FLPC Wood Shop and/or FLPC Wood Shop Steering Team shall not be responsible for any injury or damage to a Member or Member's property not caused by a willful or negligent act or failure to act by an FLPC Wood Shop Steering Team or their designated representatives. The FLPC Wood Shop is further not responsible for any of Member's property that may be lost or stolen anywhere on the FLPC Property.

6. **Cancellation**

An individual's membership can be cancelled for any reason at any time, either voluntarily by the Member or involuntarily by the FLPC Wood Shop Steering Team.

1. **Voluntary Termination by Member**—Members may cancel their FLPC Wood Shop Membership at any time. The Membership cancellation will be effective the date the request for termination is received by the FLPC Wood Shop Steering Team.

2. **Involuntary Termination by FLPC Wood Shop Steering Team**—The FLPC Wood Shop Steering Team can terminate a Membership Agreement at any time for any cause determined by the steering committee in its sole discretion to be in the best interest of the FLPC Wood Shop or FLPC.
3. **Involuntary Membership Termination Resolution**—In the event of any involuntary termination, a prior Member may remit a written statement of reconsideration addressed to the FLPC Wood Shop Steering Team at Forest Lake Presbyterian Church, 6500 North Trenholm Road, Columbia, SC 29206. The FLPC Wood Shop Steering Team will review the statement of reconsideration and notify the individual submitting said request, in writing, of their decision as to whether or not to reinstate the Member. The decision of the FLPC Wood Shop Steering Team is final.

7. Other Provisions

This section defines the other provisions set forth in this Agreement.

1. **Governing Law**—This agreement shall be construed under and governed by the laws of the state of South Carolina.
2. **Arbitration**—Any dispute arising under this Agreement shall be resolved under the commercial arbitration rules of the American Arbitration Association.
3. **Notices Or Demands**—A notice or demand shall be transmitted to a Member or to the FLPC Wood Shop Steering Team as follows:
 - a. **Member Notice or Demand**—May be handed to the Member, mailed to the Member at their physical address or emailed to the Member at the address as set forth herein.
 - b. **FLPC Wood Shop Notice or Demand**—May be:
 - Mailed to the FLPC Wood Shop Steering Team at Forest Lake Presbyterian Church, 6500 North Trenholm Road, Columbia, SC 29206.
 - Emailed to FLPC Wood Shop at the following Email Address: "FLPCwoodshop@flpc.org".
4. **Changes to this Agreement**—Any changes to the terms or conditions of this Agreement must be agreed to in writing by both the FLPC Wood Shop Steering Team and Member.

5. **Entire Agreement**–This Agreement represents the entire agreement of the parties and shall not become effective until executed by both parties. No change in, or additions to, or waiver of any of the terms and/or provisions herein, shall be binding upon the FLPC Wood Shop or Member unless approved in writing by their authorized representative.
6. **Indemnification**–Member and its Guests shall indemnify, defend, hold harmless, protect, and exonerate Forest Lake Presbyterian Church, the FLPC Wood Shop Steering Team and each of FLPC’s officers, agents, employees, volunteers, and representatives, both in their official and in their individual capacities from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorneys' fees, arising out of or caused by Member and its' Guests, partners, principals, officers, agents, employees and representatives related to action or inactions of Member, its partners, principals, officers, agents, employees and representatives. At Forest Lake Presbyterian Church’s sole discretion, Member may be allowed to control the defence of any such claim, suit, etc., but in such an event, Member shall use legal counsel acceptable to Forest Lake Presbyterian Church. Member shall be solely responsible for all costs and/or expenses associated with such defence and Forest Lake Presbyterian Church shall be entitled to participate in said defence. Member shall not settle any claim, suits, etc., without Forest Lake Presbyterian Church's written concurrence, which concurrence Forests Lake Presbyterian Church shall not unreasonably withhold.
7. **Severability**–The undersigned further expressly agrees that the foregoing Waiver and Assumption of Risk Agreement is intended to be as broad and inclusive as is permitted by the law of the State of South Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.