

Artisan's Asylum Instructor Agreement

Artisan's Asylum, Inc. (the "Company"), a Massachusetts non-profit corporation, and the entity or person identified on the signature page of this agreement (the "Instructor"), hereby agree that the Company will provide facilities and services, and the Instructor will provide a class experience, as detailed in Class Proposal addendums to this agreement. The Company and Instructor agree as follows:



1. **Duration of Agreement & Termination:** This agreement allows for the Instructor to teach classes and receive compensation for said classes at Company facilities, subject to fully executed Class Proposals. Class Proposals shall be considered fully executed if agreed upon in writing by both a responsible Artisan's Asylum employee and the Instructor. This is not a guarantee that classes will be offered, but instead an agreement of behavior if proposed classes are offered.

The Instructor and Artisan's Asylum reserve the right to terminate this agreement at any time after the fulfillment of agreed-upon services detailed in executed Class Proposals. Artisan's Asylum reserves the right to terminate this agreement immediately if Instructors behave or encourage behavior that fails to comply with any provision of this agreement or Artisan's Asylum Policies and Procedures.

Artisan's Asylum reserves the right to amend the Policies and Procedures and Services Addendum from time-to-time and at its sole discretion. Artisan's Asylum will notify Instructors of any changes to said rules and regulations in writing and prior to such rule changes taking effect.

Upon the termination of this Agreement, Instructor shall thereafter have no further right to use Artisan's Asylum facilities in any manner and Instructor shall make no further use of Artisan's Asylum other than to remove personal items.

2. **Description of Services:** Artisan's Asylum agrees to provide the Instructor with access to manufacturing equipment and workshop facilities at such times and at a level of exclusivity as detailed in fully executed Class Proposals. Artisan's Asylum will strive to maintain clean shops, operational tools, and a quiet and professional atmosphere during class sessions, to the best of its ability given the collaborative workspace context. Artisan's Asylum will offer nonexclusive publicity and advertisement of classes, will handle student payment and ticketing, will be responsible for providing and collecting all appropriate student forms and waivers, and will provide compensation to the Instructor as detailed in executed Class Proposals.

3. **Instructor Obligations:** Instructors shall only use the facilities in accordance with Artisan's Asylum Policies and Procedures. The shared facilities shall be maintained in a neat, clean and attractive condition after classes. Instructor will not cause any damage to any part of Artisan's Asylum, including unreasonable or inappropriate wear on equipment or damage to the building in which Artisan's Asylum is located ("Building"). Instructor shall not disturb the use and enjoyment of the Services by any other Member of the Company or the use and enjoyment of the Building by any occupant of the Building, except for monopolization of the shop area and tools being utilized for their class, as detailed in executed Class Proposals. Instructor shall not use or encourage use of Artisan's Asylum facilities for any inappropriate or unlawful activity including obscenity and use of material protected by intellectual property laws.

Instructors shall provide the class experience detailed in the Class Proposal to the best of their abilities. Instructors shall be expected to be present and timely to all scheduled classes. Instructors shall not reschedule classes except in cases of emergency or completely unforeseen circumstances, and shall strive to give Artisan's Asylum and students as much notice of a need to reschedule as possible.

Instructors must offer a way for students to contact them outside of class for the duration of the class session. Instructors shall strive to be a role model to their students, and shall be safe, and respectful of equipment and space

usage, and behave according to Artisan's Asylum Policies and Procedures. Instructors shall always demonstrate proper safety techniques, and correct students when they are using incorrect techniques.

4. Payment: Instructors shall be paid compensation as detailed in executed Class Proposals. Payments will be issued by Direct Deposit within 14 days of the last class period, unless otherwise agreed upon by instructor and staff. The instructors covered by this agreement are not considered employees of Artisan's Asylum, but are considered independent contractors. Instructors that make more than the cutoff indicated by the IRS in a fiscal year will be served with a 1099 form for tax purposes. No taxes will be withheld from Instructor compensation by Artisan's Asylum.

5. Risk of Use: Instructor acknowledges that he/she is using the facilities at his/her own free will and decision. Instructor acknowledges that Artisan's Asylum does not have any liability with respect to Instructor's access, participation in, use of the facilities, or any loss resulting from such participation or use.

Artisan's Asylum and its respective board members, employees, volunteers, instructors, agents, contractors and officers shall not, to the extent permitted by law, be liable for, and the Instructor waives all right of recovery against Artisan's Asylum and such individuals for any damage or claim with respect to any injury to person or damage to, or loss or destruction of, any property of the Instructor, its contractors, employees and invitees due to any act, omission or occurrence in or about Artisan's Asylum or the Building. Except for the gross or willful misconduct by the Company, the Instructor agrees to indemnify, defend, protect and hold the Company and its respective board members, employees, volunteers, instructors, agents, contractors and officers harmless from and against all claims of whatever nature arising out of the Instructor's use of the facilities and occupancy of the Company.

6. Interruption of Service: Instructor acknowledges that due to the imperfect nature of electronic communications, utilities, equipment malfunctions and the like, Artisan's Asylum shall not be responsible for damages, direct or consequential, which may result for the failure of Artisan's Asylum to furnish any of the Services. The Company will, however, act in good faith and in a commercially reasonable manner in working to remedy any flaws in the facilities or equipment, or delays in providing access to the facilities or equipment to the Instructor. The Asylum will give the Instructor first preference in rescheduling class periods that are caused by interruptions of service, and will strive to offer as much notice as possible to the Instructor and students of any potential interruptions.

7. Partial Invalidity: If any one or more of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

8. Waiver: No delay or omission on the part of Artisan's Asylum in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of the Company, nor shall any waiver of such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion. The acceptance by Artisan's Asylum of any payment, or of a sum less than is due, shall not be construed as a waiver of any of the Company's rights unless such waiver is in writing.

Print Name

E-mail Address

Signature

Date