

# SOUNDCOLOR STUDIOS

## Member Agreement

### 1. Studio:

- a. Soundcolor Studios is located at 215 E Lewis St, suite 301 and suite 206, Livingston, MT.
- b. The studio is a shared space, intended to be used for projects created by its members or the clients of its members. Media created at the studio includes Art, Film, and Music.
- c. Projects taking place at the studio must be scheduled in advance on the studio calendar, so as not to interfere with other projects. In the event of scheduling conflicts, the first reserved takes precedence.
- d. Members and guests may not play drums, amplified instruments, or loud music before 5:30 pm on weekdays out of respect for other tenants in the building.
- e. Use of the Soundcolor Studios likelihood or trademark may not be used without consent by the Administrator or Director.
- f. There shall be no advertising or promotion of any business other than Soundcolor Studios within the studio space.

### 2. Mission Statement:

The goal of our studio is to inspire and foster creativity in our community. The studio serves as a platform for teaching valuable and marketable skills to fellow artists. We cater to the DIY culture, saving members thousands of dollars by providing the necessary resources for members to produce their own projects from start to finish. The intention is to produce projects in a marketable and profitable way, generating income for its members and for reinvestment into the studio.

### 3. President (Administrator):

- a. Administrator is defined as the managing member of the studio..
- b. Administrator has the right to make decisions that directly alter or affect the physical studio space, as well as organize, update, and maintain the company structure.
- c. Any decisions that directly alter the direction of the studio as a company must be unanimously decided by all voting members.
- d. An administrator's involvement in the studio cannot be revoked, unless by voluntary actions.
- e. Administrator is responsible for organizing and hosting member meetings
- f. Administrator is responsible for overseeing all other members, ensuring that they are adhering to the Member Agreement.
- g. Administrator is also defined as a Member and is bound by the same rules ( *excluding 6. - k.* )
- h. Administrator has the right to use the studio pool without consent by voting members **only** for the purchase of goods that directly contribute to the integrity of the studio space. Such purchases must not exceed \$150 in a 30 day period. Purchases by the Administrator that exceed \$150 must be approved by voting members.
- i. In the event that the Secretary is not able to distribute payments from the Studio Pool for balances due by the studio, the Administrator has the authority to make such payments in place thereof.
- j. Administrator is responsible for overseeing the actions of both Director and Secretary to ensure proper management of studio affairs. Any issues pertaining to mismanagement must be brought before all voting members for proper resolution.

The current Administrator is: Michael Boise

### 4. Director:

- a. Director is responsible for managing business conducted by the studio as a whole, including interaction with clients of the studio and public representation of the studio as a whole.
- b. Director is responsible for creating and distributing estimates and invoices to clients of the studio.
- c. Director is responsible for overseeing the actions of both Administrator and Secretary to ensure proper management of studio affairs. Any issues pertaining to mismanagement must be brought before all voting members for proper resolution.
- d. Director's involvement in the studio cannot be revoked, unless by voluntary actions.
- e. Director is also defined as a Member and is bound by the same rules ( *excluding 6. - k.* )

The current Director is: Abram Boise

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## 5. Secretary:

- a. The Secretary is defined as the financial director for the studio, handling all business transactions involving the Studio Pool.
  - b. The Secretary ensures that money flow is handled properly and fairly distributed to members.
  - c. Secretary is responsible for recording and logging notes for each member meeting.
  - d. Secretary is responsible for handling accounts associated with the Studio Pool as well as distribution of payments owed by the studio.
  - e. Secretary is responsible for recording and logging cash flow at the end of each month and at the end of each tax period.
  - f. All profitable projects completed by Soundcolor Studios must be signed off by the Secretary to ensure proper distribution of funds received.
  - g. All fund requests submitted to the studio must be signed off by the Secretary after the vote has passed and before payment may be distributed.
  - h. Secretary is responsible for ensuring that members adhere to the rules regarding the Studio Pool.
  - i. Secretary is responsible for collecting member dues and 15% of profits from studio and member projects.
  - j. Secretary is responsible for overseeing purchases made by the Administrator, ensuring that purchases made without a vote adhere to the rules of the Member Agreement.
  - k. Secretary's position or involvement in the studio can only be revoked by voluntary action or unanimous decision by all remaining voting members.
  - l. Secretary is also defined as a Member and is bound by the same rules
- The current Secretary is: David Matlow

## 6. Membership:

- a. A Member is defined as a party that has been approved to join the studio by unanimous vote from all Voting Members and is current on their dues.
- b. Each member has a keycode to the studio and is trusted to respect the space, other members, and equipment. Members are responsible for locking the studio and main entrance of the building if they are the last to leave the studio or building.
- c. Members must clean up after themselves and put away equipment after each use of the studio..
- d. **At least one member must always be present when a non member is present.**
- e. No parties or social events are permitted in the studio without consent of the Administrator or Director.
- f. No smoking or use of illegal substances of any kind is permitted in the studio.
- g. There is absolutely no farting allowed in the isolation booth.
- h. Unless employed by Soundcolor Studios Inc, Members are NOT legally bound to Soundcolor Studios Inc. Members are regarded as private entities, and therefore independent contractors. Soundcolor Studios is regarded as ONLY the production space and assumes no responsibility for its members.
- i. Members accept full responsibility for their own actions and any liabilities related to their actions.
- j. Members are responsible for recovery or replacement of any stolen or damaged equipment in their possession or at the studio, caused either by themselves or an accompanied guest at the time of occurrence.
- k. A member's involvement in the studio may be revoked at any time only by a unanimous vote by all remaining voting members or by violation of this agreement.
- l. Soundcolor Studios is not liable for lost, stolen or damaged property of Members.
- m. Members may not file lawsuit or seek compensation from Soundcolor Studios for loss of personal property that resides within the studio.
- n. Members are responsible for their own well being and may not file lawsuit or seek compensation from Soundcolor Studios for injuries sustained while on the premise or under the care of Soundcolor Studios.
- o. Any issues involving or fostered by members must be brought before all voting members for a fair resolution.
- p. The addition of a new member may be proposed by any existing member. A new member may not become active until all Voting Members have unanimously voted in favor of adding said member.
- q. A person must be over the age of 18 to qualify for membership. Exceptions may be made if a suitable co-signer is approved by all voting members.

## 7. Officer (Voting Member):

- a. There may only be a total of five voting members at any given time.
- b. A Voting Member is defined as an active member who contributes to decisions made by the studio that require a vote to proceed.
- c. A Member must be involved in the studio for a minimum of 12 months before they may become a Voting Member
- d. Voting Members may revoke their role as a board member by voluntary action.
- e. A Voting Member's right to vote may be involuntarily revoked if they have violated terms of the contract. Decision to revoke member's voting ability shall be determined by all remaining voting members.
- f. A Voting Member's right to vote may be involuntarily revoked if they are more than 60 days late on dues. Decision to revoke member's voting ability shall be determined by all remaining voting members.
- g. In the case that the position of a voting member is available, the remaining voting members may appoint an existing Member to replace them. g. A Voting Member is also defined as a Member and is bound by the same rules.

The current Voting Members are: Abram Boise, Dan Shapiro, David Matlow, Hunter D'Antuono, Michael Boise

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## 8. Member Dues

- a. Member dues are set at \$70 per month and require recurring auto-pay to be initiated at the time a key code is issued.
- b. If a member is not able to set up auto-pay, they must pay 3 months in advance at \$75 per month.
- c. A new member must pay a \$50 deposit before a key to the building is issued. The deposit will be returned to the member when their key is returned. If the member owes a balance to the studio at the time the key is returned, the amount owed will be deducted from the member's deposit.
- d. Members are required to pay dues at the beginning of each month in order to be considered active.
- e. Member dues must be received by the 10th of every month. Dues received after the 10th of each month are subject to an additional \$5 charge.
- f. Members that have not paid dues by the end of the month will be subject to an automatic suspension of their membership. After the first day of the following month, the subjected member's keycode to the studio will be suspended.
- g. Members who are no longer involved in the studio either by voluntary or involuntary actions are responsible for returning their key to the Administrator or Director.
- h. Members who have paid dues late more than 4 months in the year are required to initiate auto-pay to continue as an active member
- i. If one wishes to reinstate their membership after forfeiture due to nonpayment of dues, they must reinstate auto-pay and pay a new key deposit.
- j. If a member loses a key to the building, their original deposit will be forfeited and they must pay an additional \$50 deposit in order to receive a new key.
- k. Members who are no longer involved in the studio and still possess a key must pay 10\$ per month until their key is returned.
- l. Members may sign up to have monthly dues automatically deducted from their paypal account every month by visiting the following link [www.soundcolor.org/membership](http://www.soundcolor.org/membership) . The auto-pay feature includes a \$5 discount per month.
- m. Members may pay one year in advance by visiting the following link: [www.soundcolor.org/membership](http://www.soundcolor.org/membership) . Membership dues paid a year in advance are discounted \$180 from the annual cost.
- n. Members may freeze their membership at any given time for a maximum of 3 months within a 12 month period. Members are responsible for paying \$10 per month until they wish to return as an active member. Member must sign up for automatic payments under the "Freeze Membership" tab at [www.soundcolor.org/membership](http://www.soundcolor.org/membership) During the freeze period, their code will be removed from the locks.
- o. The co-signer of a member under the age of 21 is regarded as an existing member and is bound by the same rules.
- p. The co-signer of a member under the age of 21 is responsible for all actions of that member.
- q. Members who require a co-signer must pay an additional \$25 per month to offset the cost of a split membership with their co-signer.
- r. If an underage member is terminated from the studio, their co-signer shall be terminated as well and vice versa.

## 9. Projects:

- a. Each profitable project created at Soundcolor Studios must have one member as the lead, meaning that they are solely responsible for delegation, execution and completion of the project. Exact percentage of responsibility, ownership, and deadlines of a project shall be determined by involved members before the project begins.
- b. Percentage of profits from the project will be divided according to the predetermined percentages.
- c. 10% of all profits from projects that utilize Soundcolor Studios' trademark or likelihood must be paid to Soundcolor Studios.
- d. Members have the option of billing clients for an additional Studio Overage Fee of 10%, to avoid having the respective amount deducted from their personal payout.
- e. Payments made directly to Soundcolor Studios Inc. by clients, for member projects, may be paid out to the respective members without a vote, as long as payment adheres to the predetermined guidelines from the given Project Form.
- f. Members that are not listed on a project form, but feel they have a contributive claim to a project must first seek resolution with the project lead. If a resolution is not found, it must be brought before all voting members to determine a resolution.
- g. 10% of profits will automatically be deducted for payments made directly to Soundcolor Studios, unless it has already been deducted in a Studio Overage Fee for the project as a whole.
- h. Payments made directly to members by clients for work done at or through the studio are acceptable.
- i. If changes in percentage of member involvement occur before completion of a project, all affected members must agree and sign a Project Amendment prior to payout of project.
- j. Each member may take on as many projects as they desire as long as it does not inhibit other members from having access to the space for an extended period of time.
- k. Absolutely no kissing or hugging after midnight.
- l. All members are encouraged to cross train each other and to promote member projects and the studio as a whole.
- m. If a member submits any material created at Soundcolor Studios to a competition, grant, etc. They must fill out a new Project Form that addresses the specific use of the given media, and addresses proper credit to all involved on the new project.
- n. If a member possesses the necessary skill set, they have the right of first choice for involvement in profitable projects commissioned by studio.
- o. Members may not use the Soundcolor Studios' name, trademark, or likelihood for personal projects without prior consent from the studio administrator or director.

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## 10. Property:

- a. All equipment purchased through the studio pool is available to all members. Ownership of such equipment belongs to Soundcolor Studios.
- b. Members must check out equipment from the Administrator or Director if they wish to use it outside of the studio**
- c. Equipment left at the studio by a member belongs to the member. Access to personal equipment is available to all members as long as it resides within the studio space.
- d. If a member wishes to donate equipment or materials to the studio, they must submit as a donation on the Fund Request form to be signed by the Treasurer. The member understands that equipment donated to the studio no longer belongs to them and is available for all members to use.
- e. Recovery from damage, loss, or theft of studio equipment in a member's possession is the responsibility of the member(s) present at that time, including any non member(s) present during the incident, with the exception of circumstances beyond their control. In such cases, all Voting Members may decide to file an insurance claim to recover losses.
- f. Personal property left at the studio for more than 90 days after termination of membership shall become property of Soundcolor Studios.
- g. Insurance for lost, stolen, or damaged equipment will only cover assets that belong to the studio.
- h. Soundcolor Studios is not responsible for personal property left at the studio and assumes no liability for such equipment.

## 11. Studio Pool:

- a. The Studio Pool is a savings (rainy day) and checking (budget) account under the name Soundcolor Studios Inc. 10% of profits, including royalties, go into the pool and are split 10% savings, 90% budget account. All fees, donations, and excess money retained from studio projects will go to this account.
- b. Members may fill out a Fund Request form if they wish to use funds from this account for reimbursement, sale of items, or to fund a project, as long as it is beneficial to the studio.
- c. All withdrawals from the account must be unanimously decided by all voting members . ( *exception 3. - h.* )
- d. Funds withdrawn from the Studio Pool may only be handled by the Treasurer or a third party that has been agreed upon by consent of all voting members. ( *exception 3. - i.* )
- e. A minimum of \$500 must remain in the Studio Savings account at all times, with the exception of an emergency that would require a unanimous decision by all voting members to use funds.
- f. A minimum of \$200 must remain in the Studio Budget account at all times.
- g. Any unauthorized funds withdrawn from the account must be repaid by the member responsible for withdrawing said funds within 30 days.
- h. Members who withdraw funds without authorization are responsible for repaying a 25% fine on top of repayment of funds.
- i. If responsible member does not repay all expenses for unauthorized withdrawals within 30 days of the transaction, or make alternative arrangements that all other voting members agree upon, their privilege as a member will be revoked immediately and they must return their studio key.
- j. Members may submit a fund request form for reimbursement of personal equipment they wish to sell to the studio. If a fund request is approved, the said equipment then belongs to the studio.

## 12. Online Presence:

- a. [www.soundcolorstudios.com](http://www.soundcolorstudios.com) and [www.soundcolor.org](http://www.soundcolor.org) are linked to the same url and serve as the platform for the studio's online content.
- b. Members may pick one project to showcase on the Member Projects page of the website. The project may be changed, removed or updated by request of the given member.
- c. Members may submit original writing to the Blog for publication on the Projects page of the Studio website.
- d. Members may sell products on the Store page of the studio website. Products sold on the studio website will be charged a 15% commission fee from profit made.
- e. Members may submit videos to be published on Soundcolor Studios' YouTube account, only if the content is produced by or in conjunction with Soundcolor Studios.
- f. Members may submit events or posts they wish to publish on Soundcolor Studios' Facebook page.
- g. Members may submit photos to be published on Soundcolor's Instagram page.
- h. Members must submit all work to the Administrator in order to have it showcased online by Soundcolor Studios.
- i. The Administrator reserves the right to refuse to publish content they believe is inappropriate or does not accurately represent Soundcolor Studios.
- j. All royalties paid for monetized videos published on Soundcolor Studios' YouTube account shall go to the Studio Pool.

**I have read the agreement in its entirety and agree to adhere to the rules of the Member Agreement**

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

