



Forge Theater: Collaborative Community & Studio Space
3000 Packard St., Suite B, Ann Arbor MI, 48108
734-219-9434, manager@forgetheatercollaborative.com

Membership Agreement

This Membership Agreement (Agreement) begins on the first day of the month immediately following payment of membership fees. The Agreement is between Forge Theater (Company) and any dues paying member (Member).

Forge Theater is a doing-business-as-name for Pass the Hat Promotions, LLC, operating at 3000 Packard St., Suite B, Ann Arbor MI 48108 and created under the laws of the state of Michigan. The company runs a membership program (Program) for individuals wishing to use its services and any individuals wishing to support its services.

1. Membership
 - a. The Company allows the Member to join the Program. The membership cannot be shared or transferred to anyone else.
 - b. The membership will start on the first day of the month immediately following this Agreement and will continue for 12 months.
 - c. Members will have an option to renew at the end of 12 months with the understanding that terms and conditions of future agreements may change.
2. Member Responsibilities: The Member promises to follow all the rules and conditions of this Agreement and Program. These include, but are not limited to:
 - a. Respecting other member's rights and guidelines about the use of shared resources.
 - b. Not engaging in any activities that are illegal or prohibited by any and all Program guidelines.
 - c. Not engaging in any activities that could harm the reputation of the Program or the Company.
 - d. Complying with any and all other conditions outlined in this Agreement or in the Program guidelines.
3. Company's Responsibilities: The Company promises to let the Member access the Program and perform its duties. These duties include:
 - a. Provide the agreed services outlined in this Agreement.
 - b. Maintain the quality of the Program as promised to the Member.
 - c. Provide necessary support to the Member to access services.
 - d. Provide each Member with an individual access code to the space.
4. Costs

- a. Membership Fees: The Member will pay the Company a membership fee. This fee, amounting to \$225, is to be paid in full, prior to any Program services being rendered.
 - b. Additional Costs: The Member may accrue additional costs, including but not limited to:
 - i. Discounted rental fees for space beyond Member benefit of monthly free space reservations.
 - ii. Damage to facilities or property beyond normal wear and tear.
5. Member Services
- a. The Member receives up to 6 hours of credit per month.
 - i. Space must be reserved in time blocks per bookings schedule.
 - ii. This benefit can be reserved up to 3 months in advance except by special arrangement.
 - iii. This benefit does not accumulate month to month.
 - iv. This benefit cannot be shared or transferred.
 - b. The Member receives lobby drop-in privileges 8am to 5:30pm, Monday to Friday.
 - c. The Member receives a 50% discount on additional time blocks per month.
 - i. This benefit can be reserved up to 3 months in advance.
 - ii. The Member may offset costs for additional time blocks needed for ticketed or other revenue generating activities by forgoing the percentage of sales due, by mutual agreement with the Company.
 - iii. This benefit cannot be shared or transferred.
 - d. The Member receives a 15% discount on individual tickets for Member sponsored events.
 - i. This benefit does not include tickets for non-member/renter events.
 - ii. This benefit cannot be transferred or shared.
 - e. The Member receives invitations to annual appreciation events and artists mixers.
 - f. The Member receives support from Forge Theater in producing ticketed events, performances and classes/workshops, as well as other events. This includes:
 - i. Online ticketing management.
 - ii. House management.
 - iii. Marketing through calendar, digital newsletter, postering, and other promotions.
 - g. Percentage of sales: The Member receives 50% of all revenue collected for their projects at Forge Theater.
 - i. This includes money from ticket sales for productions and performances and fees from classes/workshops/camps.
 - ii. The Member and the Company, by mutual agreement, may use an independent contractor agreement for workshops/classes/camps.

- iii. This percentage of sales does not include concessions or Forge merchandise.
 - h. The Member retains any and all rights to any and all original work developed, devised or created during the Program.
- 6. Liability and Indemnification
 - a. Liability Limitation: The Company is not responsible for any indirect or unexpected damages, including lost profits, to the Member, due to participation in the Program.
 - b. Indemnification: The Member will cover Company costs related to any legal action resulting from Member's participation in the Program or failure to perform the Duties and Responsibilities outlined in this agreement.
- 7. Data Privacy and Security
 - a. Data Collection and Use: The Company will collect, store and use the Member's data in line with the Company's Privacy Policy. This policy includes:
 - i. The Member's personal data is used by the Company in the provision of Program services, including, but not limited to:
 - 1. Improve the Program.
 - 2. Communicate with the Member.
 - 3. Comply with legal requirements and protect Company's legal rights.
 - ii. The Member's personal data is never shared with an outside party or for any purposes outside provision of Program services.
 - b. Data Security: The Company will do its best to protect the Member's data from being accessed, changed or disclosed without permission. It will do this using appropriate technical and organizational members.
 - c. Data Breach: If there is a data breach involving the Member's data, the Company will let the Member know as quickly as possible and will take steps to limit the harm caused by the breach.
- 8. Ending the Agreement
 - a. Termination: The agreement terminates automatically after 12 months. At which time, the Member and Company may enter into a new Agreement. Additionally,
 - i. The Company can terminate the Agreement for cause, including, but not limited to:
 - 1. Failure to comply with the Agreement guidelines.
 - 2. Reserving Studio space and failing to use it, such that other Members' rights to shared use are not respected.
 - 3. Illegal activities in or near the Studio by the Member..
 - ii. The Member can terminate the Agreement for cause, including
 - 1. The Company's failure to enforce guidelines or otherwise provide Program services.

iii. Refunds of membership fees will be provided on a prorated basis.

9. Applicable Law

- a. Governing Law: This Agreement will be governed by the laws of the State of Michigan.

10. Agreement

- a. Entire Agreement: This Agreement is the full agreement between the Company and the Member about the program.

This Agreement is made official by checking the box on the Membership form online and payment of membership fees.

A hard copy of this Agreement must be signed by the Member and the Company, either by mail or at Forge Theater, 3000 Packard St., Ann Arbor, MI 48108.

Revised: November 8, 2025