



## MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("Agreement") sets forth the agreement between Purple Crayon, LLC ("Purple Crayon"), a North Carolina limited liability company, and \_\_\_\_\_ ("Member") relative to Member's use of the property and facilities located at 9 Old Burnsville Road, Ste. 5, Asheville, NC 28804 ("Premises") and services provided by Purple Crayon in connection with Member's Purple Crayon membership.

- 1. MEMBERSHIP LEVEL AND SERVICES.** Member has purchased the \_\_\_\_\_ level membership ("Membership") as set forth in the Purple Crayon Membership Options ("Options") attached hereto. Purple Crayon will provide Member all services ("Services") relative to the Membership level as set forth in the Options.
- 2. CODE OF CONDUCT.** Member agrees to comply with the Purple Crayon Code of Conduct ("Code of Conduct"). The Code of Conduct may change from time to time in Purple Crayon's sole discretion. A copy of the current Code of Conduct is posted on the Premises and at the Purple Crayon website located at [www.purplecrayonavl.com](http://www.purplecrayonavl.com) ("Website").
- 3. ACCOUNT CREDENTIALS AND MEMBER PROFILE.** Member has the option to receive account credentials ("Account Credentials") to access the Website and gain access to the Purple Crayon member directory. The member directory will contain the name, contact information, and preferred artistic medium(s) for each Purple Crayon member ("Profile"). Member will be added to the member directory after the execution of this Agreement. Member should notify Purple Crayon to update information in her Profile as needed. Members may not use other members' personal information to further their own interests. Purple Crayon in its sole discretion may revoke Account Credentials and remove any Member's Profile and/or access to the Profiles for any reason.
- 4. FACEBOOK GROUP.** Purple Crayon is the sole administrator of a closed Facebook group ("Facebook Group") for current Purple Crayon members. Member may request access to the Facebook Group and share information with the Facebook Group at Member's discretion. Purple Crayon in its sole discretion may remove any posting by any member for any reason and/or remove any member from the Facebook Group for any reason in accordance with Facebook's Terms of Service.
- 5. RELEASE FROM LIABILITY.** To the fullest extent allowed by law, Member agrees to waive, discharge claims, and release from liability Purple Crayon, its officers, directors, employees, agents, and independent contractors from any and all liability on the account of or resulting from the Membership, Services, and/or use of the Premises, even if caused by the negligence of Purple Crayon.
- 6. INDEMNIFICATION.** Members agree to indemnify and hold harmless Purple Crayon against all claims, causes of action, damages, costs, or expenses, including attorneys' fees and other litigation costs, which may in any way arise from Member's and/or Member's guests' use of the Membership, Services, and/or Premises even if caused by the negligence of Purple Crayon.

7. **ACCESS TO THE INTERNET.** While on the Premises, Member may connect to Purple Crayon data network to access the internet. Member's access to the internet is at Purple Crayon's sole discretion. Member's access may be blocked, suspended, or terminated at any time and for any reason, including violation of this Agreement, disruption of access to other users or networks, or to otherwise protect Purple Crayon, its members, or other third parties.

Purple Crayon is not responsible for any interruptions or performance issues with the internet, or the underlying network(s), transmission equipment and systems. Network speed will vary based on your device configuration, location, compression, network congestion and other factors. Member is solely responsible for any devices, software, or other materials necessary for use of the internet.

**Privacy and Security.** Member agrees and acknowledges that no data network and internet-based communication is 100% secure; such communications could be intercepted by equipment and software, and no such communication should be considered private or protected.

Subject to applicable law and in accordance with our privacy policy, Purple Crayon also has the right, but not the obligation, to monitor, intercept and review, and disclose, without further notice, any transmissions over or use of its internet to comply with lawful process, orders, warrants or subpoenas, or to protect its rights, property, and users.

**Prohibited Uses.** Member agrees not to, and is prohibited from, accessing or using (or attempting to access or use) the internet or taking any action online that violates any applicable law or regulation or that could harm Purple Crayon or any third party or interfere with the operation of the data network to other members.

8. **SERVICE RESTRICTIONS.** The Membership is limited solely to Member. Member may not add additional members to the Membership or share Account Credentials, Member's fob(s), key(s), keycard(s), or other means of entry to our Premises (each, an "Access Device") with any other individual. Furthermore, Member is prohibited from using the Membership and Services or any space occupied in the Premises in a "retail" or other nature involving use by or visits from members of the public without the express prior approval of Purple Crayon.
9. **PAYMENTS.** By registering for a Membership and providing payment information, Member agrees to pay Purple Crayon the recurring or nonrecurring fees associated with Membership when Member registers for the Membership, or as updated by Purple Crayon from time to time upon notice to Member as set forth in this Section.

Member acknowledges and agrees that the payment method provided will be automatically charged the fees and any other amounts Member may incur or be liable for (including damages caused to any of our Premises) in connection with the Membership.

Purple Crayon requires a \$100 refundable deposit ("Deposit") to initiate any membership with a dedicated creation station (i.e., Orchid Membership and above). The Deposit will be returned to Member in full upon termination of the Membership provided Member has no outstanding account balances and that Member has left the Premises in the same condition as they were when Member joined Purple Crayon.

If payment for the Deposit (as applicable) or any other accrued and outstanding fee is not made within seven (7) days of when such payment is due, Member will be responsible for paying a late fee of ten (10%) percent of the outstanding invoice. If Member does not remedy the late payment within the seven (7) day grace period, Purple Crayon reserves the right to terminate the Membership immediately. If the Membership is terminated, Purple Crayon will immediately revoke the Account Credentials, disable the Profile, collect Member's Access Device(s), and remove Member's personal property from the Premises.

Upon receipt of funds from Member, Purple Crayon will first apply the funds to any balances that are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due.

The fees applicable to the Membership may be subject to modification from time to time, and such modifications will become effective upon Member's next subscription period. Member's continued use of the Premises and the Membership following notice of any such modifications, and through the next payment date, constitutes Member's agreement to such modified fees. Member may at any time cancel the Membership as set forth in Section 11 herein.

**10. MEMBERSHIP EXPERIENCE.** Purple Crayon wants its members to be fully satisfied with the Services and their memberships. If Member has any concerns with Member's experience at Purple Crayon, please email Pam Robbins at [pam@purplecrayonavl.com](mailto:pam@purplecrayonavl.com). Purple Crayon will make efforts in its sole discretion to address Member's concerns.

**11. MEMBERSHIP TERMINATION.** If Members fails to comply with any of the provisions of this Agreement and/or the Code of Conduct, or at any other time when Purple Crayon in its sole discretion sees fit to do so, Purple Crayon may restrict or terminate the Membership immediately and without prior notice. In the event that Purple Crayon terminates the Membership, Purple Crayon will revoke the Account Credentials, disable the Profile, collect Member's Access Device(s), and remove Member's personal property from the Premises. Purple Crayon will pro-rate and return Member's remaining Membership fees along with the Deposit (as applicable) to Member within ten (10) business days.

In addition, Purple Crayon may decline to renew the Membership at the end of the subscription period for any reason, or for no reason. In the event that Purple Crayon declines to renew the Member, Purple Crayon will return the Deposit (as applicable) to Member within ten (10) business days.

If Member wishes to terminate the Membership, Member may do so at any time by submitting a written request to [pam@purplecrayonavl.com](mailto:pam@purplecrayonavl.com). Member must give Purple Crayon at least thirty (30) days advance notice. Any remaining Membership fees, after the thirty (30) days advance notice, will be pro-rated.

**12. PERSONAL PROPERTY, INCLUDING ART PROJECTS.** Purple Crayon is not responsible for any of Member's personal property, including but not limited to, art projects, on the Premises. It is Member's sole responsibility to ensure that all personal property is secured or retrieved prior to leaving the Premises.

Unfinished art projects may be temporarily stored in one or more of Purple Crayon's communal storage units. However, Member is expected to remove projects from these units once the projects are complete. Purple Crayon reserves the right to discard the Member's project(s) within seven (7) days after attempting to contact the Member relative to the completed project.

After termination or expiration of the Membership, Member must remove all of Member's personal property, including art projects, from the Premises within seven (7) days, unless Purple Crayon has made prior arrangements with Member. After the seven (7) days, Purple Crayon reserves the right to dispose of any property, including art projects, remaining on the Premises in any manner it sees fit, and Members waives any claims or demands regarding such property or Purple Crayon's handling and/or disposal of such property. Member will be responsible for paying any fees reasonably incurred by Purple Crayon regarding such removal.

**13. SECURITY OF PREMISES.** Member may be required to present a valid, government-issued photo identification to gain access to our Premises. For security purposes, Purple Crayon may record via video certain areas of the Premises. Purple Crayon may disclose information about Member to satisfy applicable law, rule, regulation, legal process, or government request, or to protect Purple Crayon, its members, or other individuals, or any of Purple Crayon's or member's property.

**14. PASSWORDS AND ACCESS DEVICES.** Upon receipt of Account Credentials or receipt of an Access Device(s), Member agrees to not reveal the Account Credentials or transfer Member's Access Device(s) or Account Credentials to anyone else, and to not make copies of Member's Access Device(s).

Member is solely responsible for maintaining the confidentiality of the Account Credentials and security of Member's Access Device(s). Member must promptly notify Purple Crayon if Member suspects the Account Credentials or Access Device(s) have been compromised.

Member will be charged a \$25 replacement fee for any lost or damaged Access Devices.

Access Devices are the property of Purple Crayon, and must be returned immediately to Purple Crayon upon termination or expiration of the Membership. Failure to do so within seven (7) days of Membership termination or expiration will result in a \$25 replacement fee.

**15. USE OF PERSONAL INFORMATION.** Purple Crayon uses the personal information that Member provides Purple Crayon as necessary and appropriate for the following purposes:

- To provide the Services. Purple Crayon uses Member's personal information to provide Member with the Services Member has requested; to respond to inquiries Purple Crayon receives from Member; to verify Member's identity; in connection with a transaction that Member has initiated; to deliver notifications and other operational communications; and for troubleshooting.
- To improve the Services and to analyze how users navigate and use the Services and individual features.
- To manage the performance of the Services.
- For audit and reporting purposes, to perform accounting and administrative tasks, and to enforce or manage legal claims.
- To deliver communications from Purple Crayon relative to the Membership and/or Services.
- For security and to protect, enforce, or defend legal rights, privacy, safety or property, whether our own or that of our employees or agents or others, and to enforce compliance with Purple Crayon policies and to comply with applicable law and government requests.

**16. SHARING OF PERSONAL INFORMATION.** Purple Crayon may disclose Member's personal information in the following circumstances:

- Through its online communities, as specified in Sections 3 and 4 herein.
- To service providers. Purple Crayon relies on third-party service providers to perform a variety of services on its behalf. For example, Purple Crayon may rely on service providers to facilitate workshops, process payment or other transactions, etc.
- To other parties when required by law and as necessary to provide and protect our Services. There may be instances when Purple Crayon discloses Member's information to other parties:
  - To comply with the law or respond to legal process or a request for cooperation by a government entity or law enforcement;
  - To detect, suppress, and prevent fraud or verify and enforce compliance with the policies governing the Services; or
  - To protect Purple Crayon's rights, property, and safety, or that of any of our respective members, employees, affiliates, contractors, or third-party partners, and where otherwise required by law.
- To other parties in connection with a corporate transaction. Purple Crayon may disclose Member's personal information to an acquirer in the event Purple Crayon sells or transfers all or a portion of a business or assets to that third party, such as in connection with a merger or in the event of a bankruptcy, reorganization, or liquidation.
- To third-party partners, **with Member's consent**. Purple Crayon may request Member's consent to share personal information with third parties so that they may provide Member with special offers, promotional materials, and other materials that may be of interest to Member.
- The Website contains links to other sites that Purple Crayon does not own or operate. Purple Crayon provide links to these third-party sites as a convenience to our members. Said linked services are not intended as an endorsement of or referral to the linked services. The linked services are subject to their separate and independent privacy statements, notices, and terms. The collection, use, and disclosure of Member's personal information will be subject to the privacy policies of the third party and not this Agreement.

**17. SHARING AGGREGATED AND NON-PERSONAL INFORMATION.** Purple Crayon may also share with third parties information in a manner that does not identify particular individuals, for example, information that has been aggregated with other records.

**18. SAFEGUARDING PERSONAL INFORMATION.** Purple Crayon has various procedures to safeguard your information in place, however Purple Crayon cannot guarantee the absolute security of Member's personal or other information.

**19. REVIEWING AND UPDATING YOUR PERSONAL INFORMATION.** In accordance with applicable law, Member may have the right to access, update, or correct inaccuracies in personal information in Purple Crayon's custody and control, subject to certain exceptions prescribed by law. If Member would like to access, review, or update information, please email [pam@purplecrayonavl.com](mailto:pam@purplecrayonavl.com).

**20. PURPLE CRAYON INTELLECTUAL PROPERTY.** Purple Crayon is the sole owner of all intellectual property associated with "Purple Crayon."

**21. INTELLECTUAL PROPERTY OF OTHER MEMBERS AND GUESTS.** Member may not directly or indirectly take, copy, or use any intellectual property belonging to other members or their guests without express permission.

- 22. DAMAGE TO PREMISES.** Member is encouraged to cover work areas (e.g., tables and floor) prior to use to prevent damage. Member may be held liable (and do hereby authorize Purple Crayon to charge Member) for the repair cost for all damage to the Premises and items therein caused by Member and/or Member's guests.
- 23. MAIL.** Member may not receive mail or packages at the Premises without express approval of Purple Crayon.
- 24. ACTIONS OF OTHER MEMBERS AND GUESTS.** All Purple Crayon members and guests are subject to the Code of Conduct, however, Purple Crayon does not control and is not responsible for the actions of other members or any other third parties. If a dispute arises between members or their guests, Purple Crayon shall have no responsibility or obligation to participate, mediate, or indemnify any party.
- 25. CHANGES TO PREMISES, SERVICES, OR THIS AGREEMENT.** Without limiting the generality of the foregoing, Member acknowledges that the Premises, and the availability and scope of the Services Purple Crayon may offer at the Premises, is subject to change from time to time at Purple Crayon's sole discretion. From time to time, Purple Crayon may also make modifications, deletions, or additions to this Agreement.

Purple Crayon will provide Member with notice of changes to the Premises, Services, and/or this Agreement, that apply to Member by emailing the last email address provided by Member in the Profile and by posting a notice on the Facebook Group. Most changes will be effective immediately upon notice, except Membership fee changes, which will be effective upon Member's next subscription period.

If Member does not agree to the changes, Member may cancel the Purple Crayon Membership per the Membership Termination policy set forth in Section 11 herein. If Member cancels the Membership due to a Membership fee change, and the change causes the Membership fee to increase during the thirty (30) day advance-notice period, Member will not be charged the increase during this period.

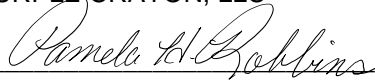
- 26. GOVERNING LAW.** This Agreement shall be governed and construed exclusively and in accordance with the laws of the State of North Carolina. Any action related to this Agreement shall be commence and prosecuted exclusively in the courts of Buncombe County, North Carolina. Purple Crayon and Member agree that any dispute relative to this Agreement, including but not limited to the enforcement of its rights and obligations hereunder, shall first be submitted to non-binding mediation in Asheville, North Carolina prior to commencing legal action.
- 27. ASSIGNMENT.** This Agreement may not be assigned by Member.
- 28. ATTORNEY FEE PROVISION.** In the event that either party must utilize legal representation to enforce his or her rights under this Agreement, the prevailing party shall recover attorneys' fees from the non-prevailing party, as well as other expenses related thereto.
- 29. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**30. ENTIRE AGREEMENT.** This Agreement, together with any exhibits, and other documents mentioned herein, contains the entire agreement between the parties. There are no other agreements, understandings, representations or warranties between the parties other than those that are set forth or referred to herein.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be signed as of June 20, 2018.

PURPLE CRAYON:

PURPLE CRAYON, LLC



By: Pamela H. Robbins, Manager

MEMBER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name