

1. PRIMARY MEMBER DETAILS

First Name: _____ Last Name: _____ Lot # _____

Address: _____ City _____ Zip _____

D.O.B. ____/____/____ Phone: _____ Email: _____

Emergency Contact Name: _____ Phone: _____

First Name: _____ Last Name: _____ Lot # _____

Address: _____ City _____ Zip _____

D.O.B. ____/____/____ Phone: _____ Email: _____

Emergency Contact Name: _____ Phone: _____

2. DESIGNATED HELPER DETAILS (Additional Helpers may be added on a separate sheet)

Please list all Designated Helpers who will be participating in training or block production. (Must be 14 years of age)

First Name: _____ Last Name: _____

Over 18 Years of Age 14 to 18 Years of Age Phone: _____

First Name: _____ Last Name: _____

Over 18 Years of Age 14 to 18 Years of Age Phone: _____

3. MEMBERSHIP DETAILS AND PAYMENT

Membership Start Date ____/____/____ Membership Expiration ____/____/____

 Five Year Membership with option to renew annually. Payment Received on ____/____/____ by _____

In the amount of \$ _____._____.

4. MEMBER DECLARATION

I understand that this is a non-refundable, non-transferable membership. Initial: _____

I _____ (print name) Have read and understand the terms and conditions of membership as defined in this contract. I understand that by signing this form I am bound by the terms and conditions of the membership agreement.

Primary Member Signature: _____ Date ____/____/____

Riverbed Earth Block Representative: _____ Date ____/____/____

MEMBERSHIP AGREEMENT

This Membership Agreement is effective as of the later date of the above signed parties or their agents, Riverbed Earth Block, LLC (hereinafter referred to as “REB”) and _____ of the address listed above (hereinafter referred to as “Primary Member”) for the term and the payment of the Membership Fee listed above.

MEMBERSHIP DEFINED

1. **PRIMARY MEMBERS.** Two individuals (either two spouses or two individuals living in the same household) sharing in one membership with REB, under whose Membership Agreement, Designated Helpers are permitted to participate in REB activities.
2. **DESIGNATED HELPER.** A Designated Helper is any person, 14 years or older, related or unrelated, living in your household or visiting with a family member, who wishes to attend training, and participate in block production on behalf of the member in this contract. Privileges of a Designated Helper do not extend to friends or extended family wishing to produce blocks or receive training for their own use.
 - a. All Designated Helpers are required to fill out and sign their own Participant Agreement prior to participating in any REB training and production activities.
 - b. Designated Helpers under the age of 18 require parental/guardian consent to participate in hands-on workshop and block production activities.
3. **ASSOCIATED MEMBER(S).** A term to reference both Primary Members and Designated Helpers as one group.

MEMBERSHIP BENEFITS

1. **EDUCATION.** Free admission to critical trainings and workshops, including:
 - a. Designing with Compressed Stabilized Earth Block (“CSEB”) & building a solid foundation.
 - b. Making Blocks.
 - c. Laying Block
2. **ACCESS.** Access to the production facility with completed training and supervision.
3. **SUPPORT.** One full day of on-site support while you lay the first row of blocks on your home. There is a list of requirements that must be met prior to scheduling this.
 - a. Blocks must be made, paid for and on-site.
 - b. List of materials and equipment needed must be available and on-site.
 - c. Must have completed the training on Designing with CSEB and Laying Block.
 - d. Foundation must be inspected and meet requirements for laying blocks.
4. **DISCOUNTED PRICES.** Purchase blocks and other materials at member-only discount prices (10% or more markup for non-members).
5. **PRIORITIZED ACCESS TO EQUIPMENT AND SUPPLIES.** Ability to rent equipment such as mixers and forms for earth glue and hempcrete at member discounts.
 - a. Block Production. Block production time is prioritized for families in the order that they join and pay for materials.
 - b. Production Limits. During the first year of membership block production orders are limited to 10,000 blocks until all member requests are met, then block production will be opened up to all members for additional blocks.

TERMS AND CONDITIONS OF MEMBERSHIP

1. ACCEPTANCE OF MEMBERSHIP. Riverbed Earth Block reserves the right to refuse any membership application in their absolute discretion.
2. INITIAL TERM. The initial Membership Agreement is a five-year term with an annual renewal term thereafter.
3. CANCELLATION AND REFUND.
 - a. Initial Term. I understand and agree that all new memberships have a 2 weeks cancellation and refund period from the date of signing this Membership Agreement.
 - b. Renewal Term. There are no refunds on membership renewal periods.
 - c. Request in Writing. Request for termination of membership during the refund period must be in writing.
 - d. Refund Amount. Refunds granted in the refund period will be any money paid minus administration and fees for any services rendered, materials purchased or rentals.
 - e. Exceptions. REB will only consider extraordinary requests for cancellation of memberships in limited circumstances such as permanent physical incapacity or major life change.
4. NON-TRANSFERABLE. I acknowledge and agree that after the initial 2 week cancellation and refund period, this contract is non-transferrable.
5. TERMINATING MEMBERSHIP. REB reserves the right to terminate any membership in their absolute discretion. An Associated Member may terminate their membership at any time. All obligations for the Associated Member to pay outstanding fees (assessments, outstanding product and service invoices) releases, waivers of liability and indemnity clauses will survive the termination of this Membership Agreement.
6. AGREEMENT TO PAY. I acknowledge and agree that except as otherwise specified in these Terms and Conditions that I am fully liable to make payment of all membership fees and other amounts payable under the members fees, for the materials used, services rendered and equipment rented
 - a. I understand that I may be required to pay in advance for all or part of the materials prior to scheduling production of blocks.
7. DEFAULT. If I fail to make any payments under this membership I agree to pay all reasonable legal costs (including attorney's fees), outlays and or debt collection fees incurred by REB.
8. MEMBERSHIP PARTICIPATION.
 - a. Block Production. I understand that I am responsible to show up for block production on the shifts that I sign up for and that failing to do so may result in the loss of my press use privileges. I also acknowledge that I am still responsible for the daily and hourly fees associated with Block Production even if I fail to show up.
 - b. Notice. I agree to give as much future notice as possible and no less than 24 hours notice if I am unable to fill a scheduled shift or find another person to take it. If I trade a scheduled shift with another Member, I agree to notify the scheduler of the changes in advance.
 - c. Company Discretion. In the case of emergencies and extenuating circumstances it is up to the sole discretion of REB to decide if my money will be refunded.
 - d. Service Requirement. I agree to contribute 20 hours of volunteer service per year of membership through activities, work and projects sponsored or authorized by REB. This may include work to benefit REB, the Member community, or to assist others in need as determined in the sole discretion of REB. I understand that I may not be

permitted to schedule block production if I fail to complete my volunteer hours during the previous calendar year.
Note: Designated Helpers' service hours will count toward a Primary Member annual requirement.

- e. Follow Instructions. I agree to all reasonable directions proved by REB and its staff including all signage as displayed from time to time and all verbal directions.
 - f. Block Pickup. I agree to pick up my blocks within 60 days of production. I understand that there may be a holding fee charged if I fail to pick up my blocks within 60 days.
 - g. Block Transportation. I understand that I am responsible for the pick up and transportation of my own blocks from the REB production site.
9. **BLOCK CURING PERIOD**. I understand that CSEB blocks require 28 days to fully cure and need to remain moist and above freezing during that time. I agree to follow the curing recommendations of REB and failure to follow these recommendations is a violation of quality and safety standards and may result in a poor quality or failed block. I agree to hold REB, its owners, heirs, representatives, or employees blameless for any losses or damages associated with any structural failure, bodily injury or any ancillary consequence to myself or any other person or property, if I do not allow my blocks to fully cure.
10. **SAFETY**. I agree to comply with staff recommendations and instructions regarding safety, machine use and body mechanics when lifting or operating equipment. I agree to be courteous and respectful to all other members and staff.
- a. Apparel and Gear. I understand that Riverbed Earth Block has the right to require the wearing of specific protective apparel or gear that they deem necessary for safe operations and I agree to comply with any such requirement.
 - b. Footwear. Appropriate covered footwear (i.e. closed toe and preferably reinforced toe) must be worn at all times in the production facility and any construction areas. Barefeet, flip flops or sandals are not permitted.
 - c. Member Provided. I agree to provide my own safety equipment when working in the block production facility, which may include reinforced toe shoes, hearing protection, safety goggles, dust mask or respirator, hard hat and gloves. I acknowledge that my failure to wear such protective apparel could result in injury and that REB is not liable for any injury sustained.
11. **CERTIFICATION OF HEALTH**. I certify that I have no existing or any prior injuries, illness, other disabilities or conditions which may be affected, aggravated or cause injury or damage to myself if I undertake lifting or strenuous activity at, or connected with REB. This includes activities undertaken at the production facility or an external activity where participation is on other private or public grounds. I will inform REB Management in writing immediately upon my becoming aware of any such injury or condition.
12. **MEMBER RECORDKEEPING**. I agree to record my hours of block production and all volunteer service hours. All members must register their attendance according to the system provided to receive credit for their block production and volunteer hours.
13. **PROMOTIONAL USES**. I understand and give permission to REB to use my image for advertising and/or promotional uses without compensation using various forms of print, electronic or video media.
14. **MEMBERSHIP DEFAULT**.
- a. Failure to Pay. Should payment of materials, operating, membership fees or other assessed fees not be paid in full or paid as agreed upon by the parties, I understand that I will not be permitted to pick up blocks from the production facility, until such time as all outstanding arrears have been received. I understand I will also be required to pay late fees as prescribed by management from time to time. Non-payment of fees will result in cancellation of membership and legal action to recover any outstanding monies owed to REB and I agree to pay reasonable collection and legal fees which include attorney's fees and costs.

- b. Failure to Follow Instructions. I agree to all reasonable directions proved by REB and its staff including all signage as displayed from time to time and all verbal directions.
 - c. Equipment. I agree to be trained and to use all equipment in a safe and prescribed manner as set forth by REB, that any modifications or misuse of any equipment will create liability and potential damage to equipment and injury to property and/or individuals. I agree to pay for any such damage arising from such damage to the equipment, or other members due to my actions. I agree to return all tools and other items to their designated place after use.
15. **RELEASE**. If an Associated Member has a dispute with one or more other Associated Members, the Associated Member shall release REB (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.
16. **WAIVER OF LIABILITY**. I agree to irrevocably and unconditionally release and indemnify REB and all of its employees, landlords, contractors or volunteer participants from and against all and any actions, claims, suits, demands, proceedings and causes of action, and any direct, indirect, resulting or consequential loss, cost, expense or damage of whatsoever kind which I may incur, suffer or sustain. This applies in respect to my person, property or otherwise, arising out of, or in connection with, my use, access to, presence of or supervision, instruction, evaluation of counseling by REB or any of the workers in connection with REB or by reason of or arising from negligence of REB management or any of its workers or associated members. This includes during organized activities or training, using other public or private properties.
- a. Loss or Damage to Personal Property. I acknowledge that while attending any training or production activity connected with REB that I am wholly responsible for my own property or person and I will not hold REB liable for any loss or damage to my property.
 - b. Participate at Sole Risk. I understand that my participation and any Designated Helper participation in any REB activity is at each Member's (or in the circumstance of a minor) sole risk and responsibility of that Member or their parent or legal guardian.
17. **NO WARRANTY OF SUITABILITY**. The REB grants no warranties, express or implied, by statute or otherwise, regarding the CSEB blocks, its fitness for any purpose, its quality, its merchantability, or otherwise.
18. **DO-IT-YOURSELF PROJECT**. I understand that building with CSEB through REB is a Do-It-Yourself ("DIY") project. REB provides me and my associated Designated Helpers training and an opportunity to make our own blocks. We are each responsible for the quality and outcomes of our own work.
19. **DAMAGES**. The liability of REB resulting in damages shall be limited to the amount paid by the Member for the services and materials purchased.
20. **INDEMNITY**. I agree to indemnify and hold REB (its officers, directors, agents, subsidiaries, joint ventures, employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of my breach (or the associated Designated Helpers of this Agreement) or violation of any law or the rights of a third party.
21. **NO AGENCY**. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Membership Agreement.
22. **AMENDMENTS**. REB reserves the right to amend the hours of operation, services offered, fees, charges, membership terms and conditions in accordance with the changing requirements of the organization. Notification of any material changes to the agreement will be provided to Members by email. Associated Members agree to abide by these updates or changes. If any material change impacts a Primary Member in a significant and material way the Primary Member has the right to notify REB of such impact within 30 days of the receipt of such notice to discuss the impact, otherwise the Associated Member has been deemed to have accepted such changes.
23. **MEDIATION AND ARBITRATION**. Any dispute arising under this contract shall be resolved first through mediation and

then under the commercial arbitration rules of the American Arbitration Association.

- 24. LAWSUIT. I understand and agree that if I threaten to file or file a lawsuit against REB my membership and correlating Designated Helperships will be terminated.
- 25. GOVERNING LAW. This Agreement shall be construed under and governed in accordance with the laws of the State of Utah.
- 26. HEADINGS: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

I, the undersigned, have read, understood and agreed to abide by the provisions of the above Membership Agreement.

Primary Member Signature

Date

4. PRIMARY MEMBER DETAILS

First Name: _____ Last Name: _____ Lot # _____

First Name: _____ Last Name: _____

5. DESIGNATED HELPER DETAILS

Please list all Designated Helpers who will be participating in training or block production. (Must be 14 years of age)

First Name: _____ Last Name: _____

Over 18 Years of Age 14 to 18 Years of Age Phone: _____

First Name: _____ Last Name: _____

Over 18 Years of Age 14 to 18 Years of Age Phone: _____

First Name: _____ Last Name: _____

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I _____ (print name) Have read and understand the terms and conditions of membership as defined in this contract. I understand that by signing this form I am bound by the terms and conditions of the membership agreement.

Primary Member Signature: _____ Date ____/____/____

Riverbed Earth Block Representative: _____ Date ____/____/____