YLAB Membership Agreement

Ylab Inc. ("Ylab") operates a maker space located in the historic and awesome administration building of the David Dunlap Observatory in Richmond Hill, Ontario, Canada ("the DDO"), under an agreement with the Royal Astronomical Society of Canada – Toronto Centre (RASC-TC), the operators and custodians of the DDO.

Section 1. Membership Types.

Ylab is incorporated as a Canadian non-profit organisation, and is completely run by unpaid volunteer members. The only exception to the "unpaid" rule is for some instructors of classes, who may be compensated with portion of the class fees.

Board members. We are governed by a volunteer board that was formed to help guide the creation and establishment of the group, as required for the incorporation of a non-profit.

1. **At inception,** board members are not required at this time to be members of Ylab. Unless they are paid members of Ylab, they do not get any of the membership benefits or facilities access. As membership increases, we anticipate a shift to member-elected board members.
2. **At the close of the first fiscal year of Ylab,** board members will be subject to election or re-election by the Core Members of Ylab. A majority consisting of 50% +1 of members of the board will be required to be Core Members of Ylab.

Class A: Core members. Core members are the group collectively responsible for running and maintaining the space and running the space and activities. Members have access to the space during all scheduled opening times, and determine how the space is operated: the people who create and run the space as well as use it. The core members get priority use of the space, as well as free or significantly reduced price classes and workshops. Core memberships are available on an annual basis, at the price specified in Schedule D. Obtaining a core membership requires:

- During the initial three months of operation of the space, approval by at least two board members
- Following the initial three months:
    - Class B membership for a minimum of three months
    - Recommendation by at least two Core members.

Class B: Associate members. Associate members, also referred to as Class B members, require less of a commitment, for those people in the community who want to participate but not at the full membership level. Associate membership get access to facility resources, e.g. using the tools, using the space for events, displaying works in gallery events. You also get a discount for many classes and workshops. Associate members get access to the facility at the prices and times specified in Schedule D. Associate memberships are available on a quarterly or annual basis. Obtaining an associate membership requires:

- Attendance at at least two open-house evenings
- Recommendation by at least two Core members

Section 2: Membership Conditions

Subject to the articles, there shall be two classes of members in the Corporation, namely, Class A members and Class B members. The board of directors of the Corporation may, by resolution,approve the admission of the members of the Corporation. Members may also be admitted in such other manner as may be prescribed by the board by resolution. The following conditions of membership shall apply:

Voting and membership rights. Because of the particular requirements of initial establishment of the Ylab non-for-profit corporation and its board, member rights on votes, calling meetings, changing rules and other board-related activities will only enter into effect 60 days prior to the completion of the first fiscal year for rules, regulations and positions that are effective starting the first day of the second fiscal year.

Mandatory policies. All members will abide by the policies and rules of Schedules A, B and C, comprising the Facilities and Equipment usage policies, the Code of Conduct, and the Release and Waiver of Liability.

Changes to policies and fees. Changes to these policies and fees of this agreement and its Schedules, upon adoption by the board, are immediately in effect upon notification by email to the members. This may include fee increases to existing membership agreements for the remainder of the membership period. Any member unwilling or unable to abide by the policy can only do so by returning or resigning their membership. On resignation, refunds of any fees will be pro-rated for the remaining complete calendar months of the membership period, less the value determined by the board of any additional member benefits used or obtained during the membership period.

Criminal background check may be requested of any member prior to acceptance or during term of membership

Class A Members

i. Class A voting membership shall be available to persons who have applied and have been accepted for Class A voting membership in the Corporation.
ii. The term of membership of a Class A voting member shall be annual, subject to renewal in accordance with the policies of the Corporation.
iii. As set out in the articles, each Class A voting member is entitled to receive notice of, attend and vote at all meetings of members and each such Class A voting member shall be entitled to one (1) vote at such meetings.

Class B Members

i. Class B non-voting membership shall be available to persons who have applied and have been accepted for Class B non-voting membership in the Corporation.
ii. The term of membership of a Class B non-voting member shall be monthly, subject to renewal in accordance with the policies of the Corporation.
iii. Subject to the Act and the articles, a Class B non-voting member shall not be entitled to receive notice of, attend or vote at meetings of the members of the Corporation.

Section 3: Membership Transferability

A membership may only be transferred to the Corporation. A special resolution of the members is required to make any amendment to add, change or delete this section of the by-laws.

Section 4: Notice of Members Meeting

Notice of the time and place of a meeting of members shall be given to each member entitled to vote at the meeting by telephonic, electronic or other communication facility to each member entitled to vote at the meeting, during a period of 21 to 35 days before the day on which the meeting is to be held. If a member requests that the notice be given by non-electronic means, the notice will be sent by mail, courier or personal delivery.

A special resolution of the members is required to make any amendment to the by-laws of the Corporation to change the manner of giving notice to members entitled to vote at a meeting of members.

Section 5: Members Calling a Members' Meeting

The board of directors shall call a special meeting of members in accordance with Section 167 of the Act, on written requisition of members carrying not less than 5% of the voting rights. If the directors do not call a meeting within twenty-one (21) days of receiving the requisition, any member who signed the requisition may call the meeting.

Section 6: Membership Dues

Members shall be notified by electronic means of the membership dues at any time payable by them and, if any are not paid within one (1) calendar month of the membership renewal date the members in default shall automatically cease to be members of the Corporation.

Section 7: Termination of Membership

A membership in the Corporation is terminated when:

- the member dies, or, in the case of a member that is a corporation, the corporation is dissolved;
- a member fails to maintain any qualifications for membership described in the section on membership conditions of these by-laws;
- the member resigns by delivering a written resignation to the chair of the board of the Corporation in which case such resignation shall be effective on the date specified in the resignation;
- the member is expelled in accordance with any discipline of members section or is otherwise terminated in accordance with the articles or by-laws;
- the member's term of membership expires; or
- the Corporation is liquidated or dissolved under the Act.

Section 8: Effect of Termination of Membership

Subject to the articles, upon any termination of membership, the rights of the member, including any rights in the property of the Corporation, automatically cease to exist.

Section 9: Discipline of Members

The board shall have authority to suspend or expel any member from the Corporation for any one or more of the following grounds:

- violating any provision of the articles, by-laws, or written policies of the Corporation;
- carrying out any conduct which may be detrimental to the Corporation as determined by the board in its sole discretion;
- for any other reason that the board in its sole and absolute discretion considers to be reasonable, having regard to the purpose of the Corporation.

In the event that the board determines that a member should be expelled or suspended from membership in the Corporation, the president, or such other officer as may be designated by the board, shall provide twenty (20) days' notice of suspension or expulsion to the member and shall provide reasons for the proposed suspension or expulsion. The member may make written submissions to the president, or such other officer as may be designated by the board, in response to the notice received within such twenty (20) day period. In the event that no written submissions are received by the president, the president, or such other officer as may be designated by the board, may proceed to notify the member that the member is suspended or expelled from membership in the Corporation. If written submissions are received in accordance with this section, the board will consider such submissions in arriving at a final decision and shall notify the member concerning such final decision within a further twenty (20) days from the date of receipt of the submissions. The board's decision shall be final and binding on the member, without any further right of appeal.

Membership type requested (See Schedule D): _____

Printed Name of Participant: _____

Address:_____

Phone: _____ Email:_____

Participant's Signature (age 18 or over): _____

Date: _____

Member recommendation:

Name:_____ Signature_____

Date: _____

Name:_____ Signature_____

Date: _____