

MakerSpace Policy and User Agreement

07/19/2022 Board Approved

Purpose: The Pemberville Public Library (the “Library”) provides MakerSpace services to its Patrons as part of its mission to provide up-to-date technology to the communities in the Library’s service district. The MakerSpace is located within the Luckey Branch Library and is available for all Library patrons to create, innovate, and experiment using new and emerging technologies.

Policy

Access: Access to the Library’s MakerSpace equipment is free and available to Library Patrons. All Patrons must complete and sign the MakerSpace User Agreement (“User Agreement”) before using the MakerSpace. All Patrons under the age of 18 must have a parent or legal guardian sign the User Agreement on their behalf. A parent or legal guardian must accompany Patron Users under age 13 at all times, and the parent or legal guardian will be considered the primary User. A legal guardian must accompany Patron Users over the age of 18 (Wards) if they are subject to a guardianship, and the legal guardian will be considered the primary User. Upon completion of the User Agreement, a note will be issued on the Patron Users library account to signify that the User Agreement has been signed and filed by Library staff.

The Library may impose time limits on MakerSpace equipment and facility use in order to ensure equitable access. The Library reserves the right to change MakerSpace hours at any time without notice. Patrons may make reservations for using the equipment, which will be given priority over walk-in users. During scheduled library programs, access to MakerSpace equipment, materials, and facilities may be restricted to registered program attendees.

All projects must be completed no later than 30 minutes before the Library closes. Projects, prints, etc. cannot be left running or suspended while the Library is closed. The Library assumes no responsibility for projects that are unable to be completed within this time frame. Patron Users are responsible for all use and material costs associated with complete and incomplete projects.

The Library is providing its Patrons with technology and forums to create, innovate, experiment, and share their own content; however, the provision of these resources does not constitute an endorsement of the content or the views expressed by the creators, any more than the inclusion of content in the library’s collection constitutes an endorsement of the content or the views of its creators.

The Library is a limited public forum. The MakerSpace equipment and the production of all projects are readily viewable by the public.

Materials/Supplies: Patron Users will need to provide their own materials to use with most of the equipment, and these materials must be approved by the Library Staff prior to using the equipment. The Library reserves the right to prohibit the use of any materials or tools that are deemed hazardous to facilities, equipment, users, and/or staff. Some equipment requires specific materials to work properly; the Library has these types of materials available for purchase at the Circulation Desk. A list of materials compatible with each machine and prices for supplies for purchase at the Library can be found on the Library's website.

When possible, the Library will provide a cost estimate prior to the Patron's MakerSpace use. This is only an estimate and the exact and final cost will be determined after the Patron's MakerSpace use. All associated costs must be paid for before a Patron User is permitted to remove the product of their MakerSpace use from the Library.

Sometimes designs can fail. The Library does not guarantee that any and all projects will be successfully completed, to include without limitation: printing, cutting, etching, etc. The Library will not be held responsible for design failure. If failure occurs, the Library Staff may provide the reason(s) for failure and offer suggestions for design improvement. If a design fails to complete due to Library Staff error or hardware failure, the Library will attempt to rerun the project without additional charge to the patron, except as stated in the next paragraph. The Library may refuse to rerun the project after two unsuccessful attempts.

The Library may refuse to rerun projects that clearly contain errors or that are, as determined by Library staff, beyond the capabilities of the Library's equipment. The cost of failed projects due to errors within the model/project that are beyond the equipment's capabilities may be charged to the Patron User. Patron Users are responsible for any extra cost associated with alterations to their designs regardless of whether the print is successful.

Projects created with MakerSpace services are provided "as-is" and without warranties of any kind, whether express or implied. Pemberville Public Library disclaims any responsibility for the fitness to any purpose of the service and its objects.

Facility Use and Expectations: Patrons are required to follow the Library's Standards of Library Behavior Policy and the Computer and Internet Policy. No food or drinks of any kind are permitted in the MakerSpace areas.

The MakerSpace services are not intended for production or manufacturing, and the Library reserves the right to refuse projects creating large numbers of identical objects.

Patron Users are responsible for returning all materials and equipment to their appropriate locations and for cleaning up after themselves. Patron Users may not leave personal materials and projects in the Library between sessions without explicit permission from Library Staff. The Library is not responsible for any personal items left in the Library.

Patron Users are expected to report broken equipment, as well as improper or unsafe use of MakerSpace equipment and facilities, to Library staff. Patron Users agree to accept financial responsibility for any misuse or damage to MakerSpace computers and equipment.

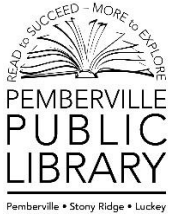
Unacceptable use of the facilities and equipment includes, but is not limited to, the following:

- Violating applicable local, State, and Federal rules, regulations, statutes, and ordinances
- Interfering with or disrupting other Patrons
- Tampering with or damaging other Patrons' projects or files
- Tampering with or damaging equipment, hardware, or security settings
- Displaying, printing, or otherwise fabricating text or graphics which may reasonably be construed as obscene or inappropriate for the library environment
- Using equipment to fabricate or design anything that is illegal, harmful, dangerous, or not otherwise permitted on Library property including but not limited to printing or fabricating guns, knives, or other dangerous ordinances
- Using equipment in a way that could cause harm to Library Patrons, Staff, equipment, or facilities
- Using equipment in a way that violates intellectual property laws, including patent and copyright law
- Bringing food or beverages into the MakerSpace areas

The Library reserves the right to immediately and indefinitely suspend the library privileges of any person found using MakerSpace equipment in a way that causes harm or intends to cause harm to MakerSpace equipment, facilities, patrons, or Library Staff. Violations of the MakerSpace Policy will result in the following:

- Warning
- Two-week suspension of MakerSpace privileges
- A one-month suspension of MakerSpace privileges
- Permanent revocation of MakerSpace privileges

Violations of local, State, and Federal rules, regulations, statutes, and ordinances will be reported to the appropriate authority.



MakerSpace User Agreement and Release of Liability (the "Agreement")

07/19/2022 Board Approved

In order to use the MakerSpace facilities and equipment, each adult user (a patron who is aged 18 or older) ("Adult User") must review this Agreement, provide the Adult User information requested in Section 1 below, and sign and comply with this Agreement. If the Adult User has a legal guardian or other person legally responsible to sign documents such as this, the guardian/legally responsible person ("Responsible Party") must review this Agreement, provide the information requested in Section 3 below, and sign this Agreement in the area designated at the bottom of the document.

In order for a minor patron (under 18 years of age) ("Minor User") to use the MakerSpace facilities and equipment, a parent or guardian of the Minor User or other person with legal authority to enter into this Agreement on the Minor User's behalf (the "Responsible Party") must review this Agreement, provide the information requested in Sections 2 and 3 below, and sign this Agreement in the area designated at the bottom of the document.

Please note that this document includes a Release of Liability that releases Pemberville Public Library system (the "Library") and others related to it from liability for personal injuries and other losses resulting from the use of the MakerSpace facilities and equipment. Please read carefully.

1. Adult User Information:

Name: _____

Library Card Number: _____ Phone Number: _____

Email Address: _____

Emergency Contact Name and Telephone Number: _____

2. Minor User Information:

Name: _____ Birth Date: _____

Library Card Number: _____ Phone Number: _____

Email Address: _____

3. Responsible Party Information:

Name: _____

Library Card Number: _____ Phone Number: _____

Email Address: _____

Relationship to Patron User: _____

Emergency Contact Name and Telephone Number: _____

4. **Conditions of Use:** By signing below, the User or Responsible Party affirms and agrees that: (1) User is capable of participating in the MakerSpace Activities (as defined below); (2) User has received and read the Pemberville Public Library's MakerSpace Policy and agrees to comply with all of the Library's policies and procedures, including all MakerSpace policies, guidelines, and instructions; (3) User and/or Responsible Party shall be responsible to pay any charges or fees for use of MakerSpace tools, equipment, and materials, and for damage, loss, or clean-up of Library property, which may be valued and billed to User's and/or Responsible Party's library account or by other means, in the Library's discretion; and (4) all insurance of the User or Responsible Party applicable to any injuries or claims arising out of the MakerSpace Activities (defined below) shall be primary.
5. **MakerSpace Activities Assumption of Risk:** The Library's MakerSpace facilities and equipment include, but are not limited to: CNC laser cutter engraver, 3-dimensional copying and printing machines, computer equipment, plastic materials, sewing machines, button maker, audiovisual recording equipment, and finishing tools and equipment. While some tools, equipment and supplies will be provided by the Library, on occasion some items will be supplied by Users. Users may work alone or share MakerSpace work space, tools, and equipment with other Users and Library staff. The Library may require Users to wear specified safety gear and undergo training, but safety gear and training may not always be available. Surfaces of floors, work benches, and tables in MakerSpace areas may have debris, dust, liquids, and sharp objects. While the Library will strive to supervise MakerSpace areas, not all activities of User(s) can be supervised at all times. All above-referenced and other use of MakerSpace work areas, facilities, tools, and equipment, whether alone or with others, whether supervised or not, and whether performed according to Library policies, procedures, and safety rules, or not, shall be referred to as the "MakerSpace Activities."

The undersigned User(s) and/or Responsible Party understands and agrees that the MakerSpace Activities involve various hazards, dangers, and risks, including without limitation, by way of example: the risk of trips, slips, and falls; cuts, broken bones, burns, and other wounds to hands, head, feet, eyes, and other body parts; electrical shock; exposure to dust, fumes, smoke, noise, and vibrations; accidents due to negligence to include the negligence of other Users, Library staff, or vendors; or accidents due to defective or inadequate facilities, equipment, tools, machinery, or due to inadequate maintenance or repair, training, instructions, supervision, first aid and medical treatment, or safety gear. The risks also include other risks arising from User's involvement in the MakerSpace Activities, including unpredictable risks and risks inherent in the use of the work areas, facilities, tools, and equipment used in MakerSpace Activities. Each User and/or Responsible Party agrees that such User's participation in MakerSpace Activities involves the risk of accidents, injury to property, personal injury including but not limited to serious injury, illness, paralysis, permanent disability, and death. All above-referenced risks and other risks, not identified herein, arising from the MakerSpace Activities are referred to heretofore as the "Risks."

The undersigned User(s) and/or Responsible Party expressly assumes, for such User, and for such User's heirs, family and estate, executors, administrators, assigns, and personal representatives, all Risks arising from the User's participation in MakerSpace Activities, whether those Risks are known or unknown, or are predictable or unpredictable, or are Risks inherent in the MakerSpace Activities.

6. **Release of Liability and Indemnification of Claims of User:** In consideration for the privilege granted to the User to participate in the MakerSpace Activities, and with full awareness and appreciation of the Risks involved, the undersigned User and/or Responsible Party, for and on behalf of the User and User's heirs, family and estate, executors, administrators, assigns, and personal representatives,

hereby releases and agrees to indemnify and hold harmless the Pemberville Public Library, its Board of Trustees, officers, officials, employees, and volunteers, and all organizations related to the Library and its related organizations' affiliates, directors, officers, trustees, employees, volunteers, contractors, agents, representatives, and successors and assigns (the "Released Parties") of and from any and all claims, demands, liabilities, and causes of action that may arise from or could be made against or incurred by the Released Parties or any of them with respect to any and all property damage, economic loss, medical expense, personal care expense, disability, disease, personal injury or illness whether physical or mental in nature, and/or death, whether caused by negligence or otherwise, suffered by the User and arising from the User's participation in MakerSpace Activities, and the Risks, including all claims of the undersigned User and/or Responsible Party. This Release and Indemnification includes all damages, costs, expense, attorneys' fees, and economic and other losses which may be sought in any such claims.

7. **Consent to Medical Treatment:** If User is injured or becomes ill while involved in MakerSpace Activities, reasonable efforts will be made to contact User's parent/guardian or emergency contact. In the event no contact can be made, the User and/or Responsible Party hereby authorizes the Library and its employees, volunteers, agents, and representatives to obtain and consent to, on the User's behalf, medical care, including without limitation, medical treatment, hospitalization, ambulance transportation, anesthesia, and X-ray and other exams and tests. The undersigned User and/or Responsible Party agrees to pay all costs of such medical care and transportation.
8. **Miscellaneous:**
- The User and/or Responsible Party agrees that the Library provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using library equipment, tools, or materials.
 - If any section, subsection, sentence, clause, phrase, or portion of this Agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.
 - Any alteration or modification of the terms or conditions of this document must be signed by the User and/or Responsible Party and the Director of the Pemberville Public Library.
 - Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
 - This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the state and/or federal courts located in the State of Ohio. The Parties agree that the applicable statute of limitations for the laws of the State of Ohio apply to all causes of actions brought under the terms of this Agreement.

By my signature below, User acknowledges that having carefully read this Agreement and the MakerSpace Policy in its entirety and understood it, and User voluntarily agrees to all statements and provisions of this Agreement, including the Assumption of Risk, Release of Liability and Indemnification of Sections 5 and 6. I am sufficiently informed about the MakerSpace Activities and Risks involved to decide whether to sign the Agreement. I attest that I am eighteen (18) years of age or older.

User Signature: _____

Printed Name: _____ Date: _____

By my signature below, I acknowledge that I have carefully read this Agreement and the MakerSpace Policy in its entirety and understand it, and I voluntarily agree to all statements and provisions of this Agreement, including the Assumption of Risk, Release of Liability and Indemnification of Sections 5 and 6, on my behalf and on behalf of the User. I am sufficiently informed about the MakerSpace Activities in which the User may or will participate and the Risks involved to decide whether to sign this Agreement. I authorize the User to participate in the MakerSpace Activities. I am eighteen (18) years of age or older, and am the parent or legal guardian, or otherwise responsible person, of the User with full authority under the law to sign and enter into this Agreement for myself and the User. If more than one User is identified above, all provisions of this Agreement apply to each User listed.

Responsible Party Signature: _____

Printed Name: _____ Date: _____