

# **CLEVELAND PUBLIC LIBRARY TECHCENTRAL MAKERSPACE USER AGREEMENT**

The Cleveland Public Library offers the TechCentral MakerSpace as a way to provide Library patrons access to high quality, professional grade computer hardware, software, and equipment to support their educational, entrepreneurial, and personal endeavors.

## **ELIGIBILITY FOR USE OF THE TECHCENTRAL MAKERSPACE**

The TechCentral MakerSpace is available to Library patrons ages 13 and up. An adult must accompany users under age 13 at all times. Users 13-17 must have a parent or legal guardian sign the agreement form on their behalf. Users must have a library card in good standing to use the MakerSpace.

Users must complete and sign the TechCentral MakerSpace User Agreement before using the MakerSpace. Upon completion of the TechCentral MakerSpace User Agreement form, a MakerSpace ID will be issued to signify that the completed agreement form has been signed and filed by Library staff.

Select material, equipment, and tools require a MakerSpace ID or library card, and a valid, government-issued photo ID to check out. Your photo ID will be held during the use of these materials, equipment, and tools. Your photo ID will be returned once all material and use fees have been paid and all materials, equipment, and tools checked out have been returned.

## **RULES OF USE**

Use of the TechCentral MakerSpace is subject to the rules in this User Agreement, the Cleveland Public Library Policy on Patron Guidelines, the Cleveland Public Library Policy on Internet and Computer Use, as well as any other applicable Library policies and procedures. Failure to abide by all applicable policies and procedures will result in suspension or loss of MakerSpace use privileges.

Users of the Library's MakerSpace agree to respect any and all applicable copyright laws and licensing agreements. Furthermore, users agree not to use the MakerSpace in violation of any local, state, or federal ordinances, regulations, or laws.

Users agree to be courteous to other MakerSpace users and Library patrons.

Some of the equipment located in the MakerSpace may contain aspects, parts, or components that will cause injury to the user if all rules, policies, procedures, and restrictions are not followed. Users agree to release and hold the Library harmless from any claims for personal injury, property damage, or any other loss in connection with the use of the MakerSpace, including the equipment, tools, and materials therein.

The computers located in the TechCentral MakerSpace are intended for patrons utilizing the specialized software programs or equipment located in the MakerSpace. The Library reserves the right to reassign patrons to other computers in the Library if they are not utilizing the MakerSpace computers for their intended purpose.

Library staff will assist patrons using the TechCentral Makerspace to the extent that time, other duties, and patron demands will allow. One-on-one appointments can be made with

TechCentral staff to allow dedicated assistance at a time mutually convenient for the instructor and student.

The TechCentral MakerSpace utilizes some technology from the myCloud service, including the ability to save data to the myCloud system. The ability to save files and other data to the myCloud system is not guaranteed and can be removed at any time. Termination of a user's myCloud use rights will result in termination of MakerSpace use privileges.

No food or drinks of any kind are permitted in the TechCentral MakerSpace.

## **MAKERSPACE MATERIALS AND TOOLS**

There may be a charge for use of some MakerSpace equipment. Likewise, there may be a charge for use of some material and supplies used by some MakerSpace equipment. Any applicable costs are listed in the Library's Fines and Fees Schedule. Users are responsible for paying for all use and material costs associated with use of the MakerSpace. Failure to self-report material usage and pay for use of equipment and/or material will result in suspension of MakerSpace use privileges.

Certain equipment and tools for use in the MakerSpace must be checked out before use. A MakerSpace ID or library card and valid government-issued photo ID are required to check out these items. The patron's photo ID will be held during use of selected equipment and tools items until the items are returned in similar condition to Library staff.

Users agree to accept financial responsibility for any misuse or damage to TechCentral MakerSpace computers and equipment.

## **CHECKING IN, RESERVATIONS, AND SESSION LENGTH**

Patrons are required to check-in with TechCentral staff and present a MakerSpace ID or library card prior to entering the MakerSpace.

Reservations for MakerSpace equipment are not required but are highly encouraged. Same day reservations can be made by contacting TechCentral at 216-623-2980 or in-person at TechCentral. The Library reserves the right to make advanced reservations for special purposes and events. The Library does not guarantee the availability of any equipment in the MakerSpace.

Use of MakerSpace computers is limited to two hours per day. Use of any other MakerSpace equipment is limited to two hours per piece of equipment. Equipment may be utilized concurrently (e.g. camera and green screen) or consecutively (e.g laser engraver then vinyl cutter). Users may request additional time by speaking with a TechCentral staff member. The Library reserves the right to extend or reduce session length at its sole discretion.

The TechCentral MakerSpace closes 30 minutes before the Library closes. All work must be completed no later than 30 minutes before the Library closes. Projects, print jobs, 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. Patrons are responsible for all use and material costs associated with incomplete projects.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Library Card Number: \_\_\_\_\_ Photo ID (Type & Number): \_\_\_\_\_

I, \_\_\_\_\_ (name), have read the TechCentral MakerSpace User Agreement, and agree to follow all rules, policies, procedures, and restrictions relating to use of the TechCentral MakerSpace. I understand that these rules, policies, procedures, and restrictions may change at any time without notice and that I will make myself aware of all changes or modifications of said rules, policies, procedures, and restrictions.

I agree that by signing this agreement and/or utilizing the TechCentral MakerSpace, I shall defend, indemnify, and hold harmless the Cleveland Public Library, its officers, officials, employees, and volunteers from and against any and all claims, suits including attorney fees, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of my use of the TechCentral MakerSpace.

I also understand and agree that I am financially responsible for any and all damage done to TechCentral MakerSpace equipment resulting in my misuse or failure to follow all rules, policies, procedures, and restrictions. I understand that I am responsible for and agree to pay the repair and replacement costs of the equipment resulting from such actions.

I understand that I am fully responsible for any and all borrowed equipment and tools and for the safe and timely return of all equipment and tools to TechCentral, located at the Main Library. If the equipment or tools are damaged, lost or stolen or accessories are missing, or if late fees are incurred, I understand that I am responsible for and agree to pay the replacement costs of the device, all accessories plus all applicable fines, fees, and charges.

I agree to pay for any and all use and material fees involved in use of the TechCentral MakerSpace.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Parent/Guardian Information** (applicable only for minors)

Parent or Legal Guardian Full Name: \_\_\_\_\_

Parent/Guardian Library Card Number: \_\_\_\_\_

Parent/Guardian Photo ID (Type & Number): \_\_\_\_\_

Parent or Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Staff Use Only:**

MakerSpace ID Assigned: \_\_\_\_\_

Staff Initials: \_\_\_\_\_