

Half Hollow Hills Community Library

Makerspace Policy

- Use of the Makerspace and its equipment is reserved for patrons of the Half Hollow Hills Community Library who are in good standing.
- Patrons seeking to use the Makerspace must first execute the Library's "Makerspace Agreement and Waiver." For Patrons under 18 years old, a qualifying parent/guardian must complete the waiver.
- Apart from library sponsored programs or as directed by Library staff, no food or drink is permitted in the Makerspace.
- Appointments to access the equipment are required. The Makerspace(s) is a shared space and an appointment to access any equipment does not constitute a reservation of the entire room.
- Parent/Guardian Supervision is required for patrons under the age of 13.
- Access to the Makerspace(s) and its related services will end 15 minutes before the library closes.
- With the exception of the equipment below, equipment in the Makerspace can only be operated by trained library staff. For patrons to use the equipment listed below, they must complete a mandatory safety training:
 - 3D pens
 - Sewing machines
 - Hot press(es)
 - Mug press(es)
 - Cricut(s)
- Aside from filament for 3D printers and paper for the Poster Printer, the library does not provide materials for patrons to use on Makerspace equipment (such as wood for the engraver or materials for the Cricut).
- Cost recovery will be implemented when using select equipment in Makerspace. When using this equipment, you acknowledge you are responsible for payment based on the payment scale below.
 - Usage of 3D-Printers: \$1 per **hour**
 - Usage of Laser-Engraver: \$0.20 per **minute**
 - Use of Poster-Printer:
 - \$3 per foot for 24" matte/glossy paper
 - \$5 per foot for 24" Vinyl or 42" matte/glossy paper
- Any creation is subject to a design fee of \$5.00 per-hour.
- Fees will be disclosed, and must be paid, upon completion of product.
- The Half Hollow Hills Community Library (and its staff) are not responsible for any lost or damaged items while creating or waiting for the patron to pick up the item. No refunds are available for lost or damaged items.
- After completion, finished products processed in the Makerspace will be held for seven (7) days at the Public Service Desk. If the patron fails to collect the item or calls for a time extension, the item will be discarded.
- All items/files intended for production in the Makerspace are subject to review by library staff before starting production.
- You will not knowingly create anything prohibited by local, state, or federal law; obscene, offensive, unsafe, or harmful; pornographic; pose a risk to or endanger others; weapons or components of weapons, weapon replicas, objects that could be considered weapons; or objects that would violate patents, copyrights, trademarks, registered designs, or any other proprietary objects. You understand and acknowledge that the library shall assume no responsibility to ensure compliance with any patent, trademark, or copyright restrictions.

All users of the Half Hollow Hills Community Library's Makerspace shall comply with all the Library's rules.

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I have read and agree to the terms set forth in this Makerspace Policy:

Patron Library Barcode Number: _____ Date: _____

Patron First and Last Name: _____

Patron or Parent/Guardian Signature: _____

Adopted by Board of Trustees on May 24, 2023

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Makerspace Agreement and Waiver

Welcome to *The Makerspace* at the Half Hollow Hills Community Library (the “Library” or “HHH”). Please review the policies and guidelines set forth below. Acceptance of and compliance with these provisions is required for use of The Makerspace, along with tools, equipment, and materials therein.

NAME _____ DOB _____

HHH Library Card#: _____

Phone #: (____) ____ - _____ Email: _____

Parent/Legal Guardian’s name (if user is under 18): _____

Phone #: (____) ____ - _____ Email: _____

Address: _____

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The Library's Makerspace Agreement and Waiver

1. Prior to using *The Makerspace*, users must complete this Agreement and Waiver form and verify their identity with valid photo ID and library card. If the user is a minor (i.e., under 18 years old), this form must be completed by the User's parent/legal guardian/caregiver ("Parent"), in which case the User and the User's parent/legal guardian/caregiver must display a valid photo ID or, a valid library card if the minor does not possess a valid ID.
2. Users must "check in" with staff members on duty, using their HHH library card, and sign the guest book before each time they use *The Makerspace*.
3. Young children are the responsibility of their parents/legal guardian/ caregiver and may not be left unattended in *The Makerspace*. All users under the age of 13, or other minors whose behavior requires supervision, must be with their parent, legal guardian or caregiver in *The Makerspace* at all times. Children and teens whose behavior is deemed unsafe will not be permitted to use *The Makerspace* without adult supervision. Parental supervision is recommended for all minors, as *The Makerspace* contains potentially dangerous tools, equipment and materials.
4. Users under the age of 16 must be accompanied by a Parent while using the laser cutter, 3D printers, cutting tools, including rotary cutters and any other sharp cutting implement.
5. The HHH Library provides the user with access to safety equipment, located in *The Makerspace*, including safety goggles, masks, gloves, first aid kits, and fire extinguishers. It is recommended that all users wear such safety equipment whenever using the tools in *The Makerspace*.
6. The user agrees that **the HHH Library is *not responsible*** for any manufacturing defects in the quality of workmanship or materials inherent in any of the tools or equipment and makes no warranties or guarantees in that regard.
7. The user agrees that if any tool or piece of equipment becomes unsafe or in a state of disrepair, they will immediately discontinue use of the tool or equipment and notify *The Makerspace* staff.
8. Users must promptly report any accident/incident that occurs on HHH Library's *Makerspace* premises to a staff member.
9. Users may only use one (1) piece of equipment at a time.

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10. Most tools are available for use on a first come, first serve basis in *The Makerspace*, if they are not previously reserved. Reservations for any equipment in *The Makerspace* should be made with HHH staff at least one (1) day prior to use.
11. Items used in *The Makerspace* are to be returned to their original location, and in the same condition as they were issued, barring normal wear and tear. The user agrees to pay for the loss or damage to any items or equipment and further agrees to accept the HHH staff's assessment of fair restitution for damage, dirtiness, delinquency and/or loss of items in part or total.
12. The user agrees to take precautions to avoid causing unnecessary mess or damage in *The Makerspace*. The user agrees to clean up their workspace in *The Makerspace* following use. The user agrees to inform the HHH staff in case they are unable to return a work surface, tool or equipment to its original state.
13. I hereby grant HHH Library all rights and consent to copyright, use, re-use, publish or re-publish, copy, exhibit or distribute all photographs and/or video of myself to be used for the HHH Library and any HHH Library educational, training or promotional electronic or printed material without restriction as to frequency or duration of usage and without compensation.
14. The user acknowledges that HHH is only able to provide consumable materials on a limited basis. The user agrees to avoid wasting consumable supplies and materials.
15. The use of *The Makerspace* is intended for discovery, exploration, learning, entertainment and prototyping purposes. Production of goods to be sold for profit is contrary to the HHH's mission and are prohibited. The production of dangerous items and weapons in *The Makerspace* is prohibited.
16. **The undersigned understands that *The Makerspace* has equipment and tools that can be hazardous and/or dangerous. The undersigned understands that activities that take place in *The Makerspace* spaces involve risks of accidents, injury (including serious personal injury), illness, permanent disability and even possibly death. The undersigned accepts these risks on their own behalf, and, if the undersigned is signing on behalf of a minor, accepts these risks on the minor's behalf, and assumes any and all risk inherent in the use of *The Makerspace* and activities within.**
17. The undersigned agrees that HHH provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using HHH's equipment, tools or materials.

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18. This waiver and agreement applies equally to any injuries caused by food allergies or sensitivities. It is the responsibility of the user and/or user's parent or guardian to take appropriate precautions concerning food allergies/sensitivities, particularly concerning cooking classes.

I, _____ (print name), affirm that the information I have provided on the *Makerspace* Agreement is current, true and correct. I understand that this information may be subject to verification.

I, _____ (print name), do hereby for myself, or on behalf of my child _____ (name of child), in consideration of being permitted to use *The Makerspace* hereby **indemnify, release, hold harmless and forever discharge** the Half Hollow Hills Community Library and its Board of Trustees, agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages or liabilities, of any kind or nature, whether known or unknown, in law or in equity, that I ever had or may have, arising from or in any way related to my, or my child's use of *The Makerspace*, provided, that this Authorization and Waiver does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I, _____ (print name), hereby for myself, or on behalf of my child _____ (name of child), and in consideration of being permitted to use *The Makerspace* understand and agree that this Agreement is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provisions of this Agreement and Waiver will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the HHH, whether by agreement, by operation of law, or otherwise. The parties intend each provision to be severable and separate and apart from one another.

The parties agree that any and all disputes resulting in litigation will be commenced, litigated and adjudicated only in the County of Suffolk, State of New York pursuant to the laws of the State of New York.

If a court of law construes any part of this release invalid, such construction shall not invalidate the remainder of this release.

I have read this release, have no questions about its meaning and voluntarily accept the terms of this release by signing my name below.

Signature _____ Date _____

Printed Name _____

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Any user under the age of eighteen years of age must also obtain the following consent and release before using *The Makerspace* at the HHH.

I, _____ (print name), am the parent or guardian of

_____ (print name). I consent to this and state that I have read the above release, have no questions about its meaning and voluntarily accept the terms of this release by signing my name below.

Signature _____ Date _____

Printed Name _____