

Westlake Porter Public Library Makerspace Use Policy

The Westlake Porter Public Library Makerspace (“WPPL,” “Makerspace,” or the “Library”) is an innovate creative space that provides library patrons access to high quality, professional grade computer hardware, software, and equipment to support their entrepreneurial, educational, and personal endeavors.

ELIGIBILITY FOR USE OF THE MAKERSPACE

The WPPL 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 before using the Makerspace.

Users must complete and sign the Westlake Porter Public Library Makerspace Agreement before using the Makerspace.

RULES OF USE

Use of the WPPL Makerspace is subject to the rules in this policy, the Library Use Policy, the Public Internet and Computer Use Policy, 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. Further 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. Mandatory training may be required for certain pieces of equipment prior to first use. Applicable safety supplies will be available in the Makerspace to be used as directed. Any accident or injury that occurs in the Makerspace must be reported to a staff member. 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.

The computers located in the WPPL 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.

The Makerspace is a self-directed area, with the expectation that users will complete designs and projects mostly on their own, following initial guidance and information from Makerspace staff on the capabilities, safety, and basic operation of Makerspace equipment and software. Staff may not be experts on use or operation of everything that is available in the Makerspace. One-on-one appointments can be made with Makerspace staff to learn the more in-dept initial operation of Makerspace software and hardware.

No food or drinks of any kind are permitted in the WPPL Makerspace.

MAKER SPACE 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 Makerspace Fee Schedule. Users are responsible for paying for all use and material costs associated with use of the Makerspace, even if the project attempted fails or does not complete. Failure to self-report material usage and pay for use of equipment and/or material will result in suspension of Makerspace use privileges.

Select material, equipment, and tools may require a library card and/or valid, government-issued photo ID to check out. When using your photo ID to check out these items, your photo ID will be held and returned once all material and use fees have been paid and all equipment, tools, and unused materials have been returned.

If equipment breaks, please alert staff immediately. Patrons may be responsible for replacement costs for damage to equipment or the physical space incurred due to patron negligent usage or intentional misuse.

CHECKING IN, RESERVATIONS, AND SESSION LENGTH

Patrons are required to check-in with Makerspace staff prior to using equipment in the Makerspace to ensure a Makerspace Agreement has been completed and that equipment is available for use.

Reservations for Makerspace equipment are not required but are highly encouraged. 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 any Makerspace equipment is limited to two hours per day, which may be extended if no other patrons are waiting to use a piece of equipment. For equipment that can be shared between two users (e.g., vinyl cutter, CNC machine, etc.), attempts should be made to share access to the equipment. The Library reserves the right to extend or reduce session length at its sole discretion.

The WPPL Makerspace closes one hour 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.

LIMITATIONS ON USE

The WPPL Makerspace is designed for design, production and fabrication for entrepreneurial, creative, and recreational purposes. The space and equipment are not intended for significant production or manufacturing, and the Library reserves the right to refuse or limit the use of any equipment or service. The Makerspace equipment, including, but not limited to, 3D printers, craft and cutting machines, CNC machine, etc. may be used for lawful purposes only. Patrons are not permitted to use the Makerspace equipment for projects or to produce materials that:

1. Violate local, state, or federal laws or regulations;
2. Look like, function as, or appear to function as weapons, knives, or parts thereof;
3. Appear unsafe, harmful, dangerous, or that otherwise pose a threat to the health or safety of others;
4. May be construed as obscene or otherwise inappropriate for the Library environment; or

5. Potentially violate the intellectual property rights of another

The Westlake Porter Public Library reserves the right to limit use of Makerspace equipment and refuse to produce any projects, including, without limitation, those that it believes may violate this policy or any other applicable library policy, or that may result in legal action against the Library or its employees.

PROTECTION OF PATRON INTELLECTUAL PROPERTY

While the Westlake Porter Public Library encourages patrons to use its Makerspace equipment and services for innovation and invention, due to the public nature of its facilities, the Library cannot guarantee the security of patrons' intellectual property rights such as copyright or trade secrets. Projects may be produced within view of the public, and the Library may photograph and/or record the printing process and publish such photographs and/or recordings in any type of media now in existence or hereafter created, including, without limitation, print, social media, television, and the Internet. Patrons using the Library's Makerspace equipment and services must accept the risk that their intellectual property may be exposed to or copied by others. The Westlake Porter Public Library reserves the right to delete patrons' design, model, or files submitted to the library or saved on library computers at any time. By utilizing Makerspace equipment, submitting or requesting content or objects to be produced, the patron agrees to assume all responsibility for, and shall hold the Westlake Porter Public Library harmless in, all matters related to the production of that item, as set forth below.

3D PRINTING SERVICE

The WPPL Makerspace contains 3D printers that are reservable for direct use by patrons. In addition to this service, the Westlake Porter Public Library also accepts requests from patrons to print their 3D models for pickup later by the patron. Patrons do not have to have a Makerspace User Agreement on file for this service but must abide by all aspects of this and other library policies.

Westlake Porter Public Library staff have the sole discretion to determine the order in which 3D models are printed. Patrons are limited to printing one 3D item at a time and may have only one item in the print queue at a time. If a 3D model consists of multiple separate parts, each part will constitute a single item. Because of limited staff and hardware resources, Library staff cannot guarantee completion times. Library staff will contact patrons when printing is complete, and patrons must pick up completed models within three weeks of completion. If models are not picked up within three weeks following completion, then Library staff may dispose of them in any manner it deems appropriate.

The cost for 3D printing is based on the weight of plastic used and is determined after printing is complete. Library staff may estimate the price prior to printing the model, but the exact price will be given to patrons after printing is complete. All 3D models must be paid for in full before being released to patrons. The cost of 3D models not paid for and collected within three weeks following completion of the print may be charged as a fee against the patron's library card.

Because of inherent limitations with equipment, the Westlake Porter Public Library does not guarantee that any 3D model will print successfully. If a print fails due to Library staff error or hardware failure, the Library will attempt to reprint the object, and the patron will not be charged for the failed attempt, except as stated in the next paragraph. The Library may refuse to reprint the object after two unsuccessful attempts.

The Library may refuse to print 3D models that clearly contain errors or that are, as determined by Library staff, beyond the capabilities of the Library's equipment. The cost of failed prints due to errors

within the 3D model and 3D models that are beyond the equipment's capabilities may be charged to the patron. Library staff have sole discretion to make slight alterations such as adding supports to patrons' designs in an attempt to make them printable, but the Library does not guarantee that they will print successfully. Patrons are responsible for any extra cost associated with printing these alterations to their designs regardless of whether the print is successful.

Printing or supervising the printing of a patron's 3D model or item by Westlake Porter Public Library Public Library staff does not relieve a patron of the indemnification obligations discussed below and shall not expose the Westlake Porter Public Library to liability. Printing or supervising the printing of a patron's 3D model by Westlake Porter Public Library staff does not constitute an acknowledgment that the patron's 3D model comports with this policy, any other library policy, intellectual property laws or other laws, or that the 3D model is safe or fit for patron's specific purpose (and in fact the Westlake Porter Public Library expressly disclaims any knowledge thereof).

INDEMNIFICATION

By using the Library's Makerspace equipment and/or services, you agree to release from, indemnify, and hold harmless the Westlake Porter Public Library, its officers, employees, board members, agents, and representatives from and against any and all suits, claims, damages, losses, expenses (including reasonable attorney's fees), settlements, and judgments arising out of or relating to your use of Makerspace3D equipment and services, including, without limitation, any claims for personal injury and infringement or misappropriation of any copyright, trademark, or patent.

DISCLAIMER OF LIABILITY AND WARRANTY

By using the Library's Makerspace equipment and services, you agree to assume the risk of, and acknowledge that the Westlake Porter Public Library disclaims all liability for, any and all injuries (including death) resulting from use of equipment and/or items created using equipment owned by the Library. You also agree that objects produced may contain certain inherent weaknesses and limitations and may not be suitable for all applications, including, without limitation, those for which they are designed and intended. You further agree to assume the risk of, and acknowledge that the Westlake Porter Public Library disclaims all liability for, damages or claims for infringement of intellectual property rights arising from your use of the Library's Makerspace services.

THE WESTLAKE PORTER PUBLIC LIBRARY DISCLAIMS AND EXCLUDES ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ASSOCIATED WITH ITEMS PRODUCED AND/OR DESIGNED USING ITS EQUIPMENT.

Approved by the Board of Library Trustees December 21, 2022
Revised February 21, 2024

**Westlake Porter Public Library
Makerspace User Agreement**

Last Name: _____ **First Name:** _____

Address: _____ **Photo ID (Type & Number):** _____

I, _____ (name), have read the Westlake Porter Public Library (WPPL) Makerspace Use Policy and agree to follow all rules, policies, procedures, and restrictions relating to use of the WPPL 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 WPPL Makerspace, I shall defend, indemnify, and hold harmless the Westlake Porter 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 WPPL Makerspace.

I also understand and agree that I am financially responsible for any and all damage done to WPPL 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 negligent usage or intentional misuse.

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 the WPPL Makerspace. 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 WPPL Makerspace.

Signature: _____ **Date:** _____

Parent/Guardian Information (applicable only for individuals under the age of 18)

Parent or Legal Guardian Full Name: _____

Parent/Guardian Photo ID (Type & Number): _____

Parent or Legal Guardian Signature: _____ **Date:** _____