

Creative Spaces Terms of Use & User Agreement

1. Purpose

The Shaker Heights Public Library Creative Spaces provide access to tools, technology, and equipment that support learning, creativity, and innovation. To ensure a safe and welcoming environment, all users must follow these rules and agree to the terms outlined below.

2. Eligibility & General Requirements

All users must read, understand, and agree to these Terms of Use before using Creative Space equipment.

- Users must have a Library card in good standing or be otherwise authorized by the library.
 - Use of the Creative Spaces equipment is expected to be self-directed.
 - Staff cannot design, make or complete projects for customers.
 - Use of the Creative Spaces are subject to staff availability, equipment availability, and space capacity.
 - Customers are responsible for saving their digital work to personal storage devices or their own cloud services.
 - The library reserves the right to refuse or revoke Creative Space access at any time for safety concerns, policy violations, or misuse of equipment.
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3. Training & Equipment Authorization

- **Required training or orientation** must be completed before using Makerspace equipment, as determined by Library staff.
 - Some equipment may require **additional, equipment-specific authorization**.
 - Users may only operate equipment for which they have been approved.
 - Library staff may deny or suspend equipment use if a user demonstrates unsafe behavior or fails to follow instructions.
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4. Age Requirements & Minors

- Minors must have a **signed Parent/Guardian Consent and Release** on file.

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- Parents or legal guardians are responsible for the conduct and safety of minors using the Creative Spaces.
 - Children 13 and under must be supervised by a responsible adult at all times while in the Creative Spaces.
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5. Safe Use Expectations

All users must:

- Follow posted rules and staff instructions.
 - Use equipment only as intended.
 - Wear required personal protective equipment.
 - Report accidents, injuries, or equipment issues immediately.
 - Keep the workspace clean and orderly.
 - Food and Drink are prohibited in the Creative Spaces.
 - Unsafe behavior may result in immediate removal from the Creative Spaces.
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6. Prohibited Uses

The Creative Spaces may **not** be used to:

- Create weapons, weapon components, or items prohibited by law.
 - Engage in illegal, unsafe, or hazardous activities.
 - Produce items that violate local, state, or federal laws.
 - Use equipment while impaired or under the influence of drugs or alcohol.
 - Use equipment for projects that are inappropriate in a public setting or that creates a disturbance.
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7. Intellectual Property

- Users retain ownership of original works they create.

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- Users are solely responsible for ensuring their projects do not infringe on copyrights, trademarks, patents, or other intellectual property rights.
 - The library is not responsible for intellectual property violations committed by Creative Space users.
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8. Fees, Materials & Damage

- Use of the Creative Spaces is free. Users may be responsible for material costs, consumables, or fees as established by the library.
 - Users may be charged for damage caused by misuse, negligence, or failure to follow instructions.
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9. Accessibility & Equity

Shaker Heights Public Library is committed to equitable access and will make reasonable accommodations when possible. However, safety requirements, equipment limitations, and staff capacity may limit certain uses or accommodations.

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Creative Space User Agreement, Assumption of Risk & Release

By signing below, I acknowledge and agree to the following:

Assumption of Risk

I understand that use of Shaker Heights Public Library's Creative Space tools, equipment, and materials—including but not limited to cutting tools, fabrication equipment, electrical devices, heat-producing tools, and chemicals—involves inherent risks, including personal injury, burns, cuts, electrical shock, or property damage.

I voluntarily assume all risks associated with Shaker Heights Public Library's Creative Space use.

Release & Hold Harmless

To the fullest extent permitted by Ohio law, I release and hold harmless Shaker Heights Public Library, its Board of Trustees, officers, employees, volunteers, and agents from any and all claims, demands, damages, or causes of action arising from my use of the Creative Spaces, except where caused by Shaker Library's willful misconduct.

Indemnification

I agree to indemnify and hold harmless Shaker Heights Public Library and its representatives from claims arising directly from:

- My misuse of Creative Space equipment
 - My failure to follow library rules or staff instructions
 - My violation of applicable laws or regulations
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Parent/Guardian Consent (If Applicable)

I certify that I am the parent or legal guardian of the minor named below and consent to their participation in Creative Space activities. I accept responsibility for the minor's actions and agree to the terms of this agreement on their behalf.

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Acknowledgment

I acknowledge that I have read, understand, and agree to follow the Creative Space Rules, Terms of Use, and User Agreement. I understand that failure to comply may result in loss of Creative Spaces privileges.

Name: _____ **Phone No.:** _____

Address: _____

Library Card No.: _____

Signature: _____ **Date:** _____

For minors, continue below

(Parent/Guardian Signature if applicable)

Parent/Guardian Full Name: _____

Parent/Guardian Library Card No.: _____

Parent/Guardian Signature: _____ **Date:** _____