

**USE AGREEMENT: THE HIVE**

\_\_\_\_\_ (the “Maker”), and, if a minor under the age of eighteen, his/her parent or guardian, agree(s) to comply with the following guidelines when using the Library’s makerspace (“The Hive”):

**General Provisions**

The Hive is a collaborative space and learning environment focused on design and creation. Due to limited space, patrons working on maker projects will be given priority. Study rooms and meeting rooms are available elsewhere in the Library.

All machinery use is subject to age and safety requirements as outlined below.

Use of The Hive is intended for hobbyist and prototyping purposes. Mass production of goods cannot be supported in The Hive. The production of dangerous items and weapons is prohibited. No production on machinery in The Hive may violate U.S. or international copyright law.

The Maker agrees to take precautions to avoid unnecessary mess or damage in The Hive. The Maker agrees to clean up their workplace and return all borrowed items. The Maker agrees to inform the staff if they are unable to return a work surface, tool, or equipment to its original state.

The Maker acknowledges that the Library is only able to provide consumable materials on a limited basis for training or demonstration purposes, at the Library’s discretion. The Maker agrees to avoid wasting consumable supplies and materials.

When using materials and tools that do not require safety training, the Maker is acknowledging that they are capable of using the materials in a safe and proper manner.

**Machine usage**

Each Maker must sign the attached Liability for Use agreement.

Prior to using The Hive machinery that requires safety training, Makers must (a) complete a mandatory safety training for the specific type of equipment being used; and (b) present a valid full-privilege library card in good standing. Safety training will be required after a period of non-use, if proficient use is not demonstrated, if equipment changes, at regular intervals, or at any other time Library staff deems necessary. Safety training is required for use of the following machinery:

3D printers

Laser cutter

CNC mill

Sewing machines

Embroidery machine

Prior to using The Hive kits and/or The Hive machinery that does not require safety training, Makers must (a) present a valid full-privilege library card in good standing; and (b) acknowledge that they are capable of using the kits and/or machinery in a safe and proper manner.

Makers agree that when using The Hive kits and machinery, they will stay with said machine or kit for the duration of its use and never leave it unattended.

Only approved materials may be used on The Hive machinery. Some materials cause hazards such as caustic fumes or could damage the machinery. Please consult The Hive staff for a list of approved materials.

Makers agree that the Lewisville Public Library is not responsible for any manufacturing defects, issues with quality of workmanship, or flaws or failures in materials associated with the use of The Hive's machinery, tools, or other equipment. The Library recommends bringing extra materials for practice as not all attempted projects are successful.

The Maker agrees that if any machinery, tool, kit, or other piece of equipment becomes unsafe or in a state of disrepair, they will immediately discontinue use and notify The Hive staff.

Makers must report any accident/incident that occurs on The Hive premises to staff.

The Hive machinery, excluding the 3D printer, can be reserved or, if available, can be used on a first come, first serve basis. Reservations may not exceed 180 total minutes per week per machine type, or 120 total minutes per week for the laser. After a Maker's weekly reservation has been used, if available, Makers can use a machine on a first come, first serve basis. Since Makers are expected to monitor their projects at all times, only one machine may be reserved or checked out at a time. Initial session length is determined by the machine being used. Session lengths are set by Library Administration. A session can be renewed for an additional hour if no one is waiting to use the machinery.

The 3D printers will be run by Library staff and jobs will be run in the order they were submitted. However, Library staff may need to reorder the queue in order to complete jobs as successfully, efficiently, and quickly as possible. The Maker is responsible for submitting a 3D printing design. Staff reserves the right to rotate or add supports, rafts, or brims to print jobs in order to help the print succeed. Patrons must submit their 3D print job as an .STL file using the online form. Payment is required at time of pick-up. Repeated failure to claim a completed 3D print job may result in the loss of a Maker's privilege of 3D printing.

Barring normal wear and tear, the Maker agrees to accept financial responsibility for damage and/or loss of items in part or total.

**Additional Requirements for Minors**

Each Maker under the age of 18 must provide the attached Liability of Use form, signed by a parent or guardian. Supervision by a parent or adult caregiver is recommended for all minors.

All children under the age of 9 must be with their parents or adult caregivers in The Hive at all times, regardless of whether any tool, machinery, or equipment is being used by the child. Children under the age of 9 may not use or operate The Hive kits and machinery.

All Makers under the age of 18 must have written consent from a parent or guardian to use The Hive kits and machinery whether with or without supervision by a parent or guardian.

If attending a youth-oriented class in the Hive, Makers 9-13 years old may be in the space without supervision by a parent or adult caregiver.

Makers 9-13 years old must be assisted by a parent or adult caregiver when using The Hive kits and machinery.

Makers 14-17 years old may be in The Hive without adult supervision or written consent from a parent or guardian if attending a class or working independently in the collaboration space without using The Hive machinery or kits.

Makers 14-17 years old must have written consent from a parent or guardian to independently use all Hive machinery and kits.

Any minor Maker whose behavior is deemed unsafe will not be permitted to use The Hive without adult supervision.

**Failure to Follow Guidelines**

Library staff have the discretion to determine violations of these guidelines. Failure to observe these guidelines will result in loss of privileges in The Hive or a requirement for additional safety training.

Patron Last Name, First Initial \_\_\_\_\_

**MAKER:** I have read the guidelines for the use of The Hive at the Lewisville Public Library and agree to the terms outlined above.

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

Print Name: \_\_\_\_\_

Library Card Number: \_\_\_\_\_

**PARENT/GUARDIAN OF MINOR MAKER:** I have read the guidelines for the use of The Hive at the Lewisville Public Library and agree to the terms outlined above.

\_\_\_\_ My child/ward has my permission to use the following equipment in The Hive **with** supervision from a parent or other adult caregiver (*circle all approved*):

3D printers	tools
laser cutter	kits
CNC mill	button maker
sewing machines	CAMEO3
embroidery machine	Silhouette Mint

\_\_\_\_ My child/ward is 14 years of age or older, and has my permission to use following equipment in The Hive **without** supervision by a parent or other adult caregiver (*circle all approved*):

3D printers	tools
laser cutter	kits
CNC mill	button maker
sewing machines	CAMEO3
embroidery machine	Silhouette Mint

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if a minor under the age of 18)

Please Print Parent/Guardian Name: \_\_\_\_\_

**LIABILITY FOR USE FORM – THE HIVE**

**Liability for Use – Adult**

I understand and agree that the City of Lewisville, its members, officers, directors, agents and elected officials have no liability or responsibility of any nature for injuries or damage to any person or property which may be caused by my use of The Hive and any materials, machinery, or tools therein. I, for myself and my heirs, executors, administrators and assigns, hereby release, indemnify and hold harmless the City of Lewisville, its members, officers, directors, agents, elected officials, and their heirs, administrators, executors, successors, and representatives from all liability for and all risk of damage or bodily injury or death that may occur to me (including any injury based on negligence) now or hereafter in connection with my use of the Hive and any materials, machinery, or tools therein. I expressly agree that this release, waiver and indemnity is intended to be as broad and inclusive as permitted by the State of Texas and that if any portion is held invalid, the remainder shall continue in full force and effect.

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

Print Name: \_\_\_\_\_

**Liability for Use – Minor**

I am the parent of the below-listed minor child, and I understand and agree that the City of Lewisville, its members, officers, directors, agents and elected officials have no liability or responsibility of any nature for injuries or damage to any person or property which may be caused by the below-listed minor child's use of The Hive and any materials, machinery, or tools therein. I, for myself and my minor child and our heirs, executors, administrators and assigns, hereby release, indemnify and hold harmless the City of Lewisville, its members, officers, directors, agents, elected officials, and their heirs, administrators, executors, successors, and representatives from all liability for and all risk of damage or bodily injury or death that may occur to the below-listed minor child (including any injury based on negligence) now or hereafter in connection with my minor child's use of the Hive and any materials, machinery, or tools therein. I expressly agree that this release, waiver and indemnity is intended to be as broad and inclusive as permitted by the State of Texas and that if any portion is held invalid, the remainder shall continue in full force and effect.

Parent or Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(if a minor under the age of 18)

Please Print Parent/Guardian Name: \_\_\_\_\_

Please Print Minor Child's Name: \_\_\_\_\_