

Broome County Public Library

Creation Station Agreement

Broome County Public Library
185 Court Street
Binghamton, NY 13901
<http://www.bclibrary.info/>

1. Prior to using the BCPL Creation Station, makers must (a) complete a Maker Agreement form; and (b) verify his/her identity with valid photo ID. A minor without valid photo ID may verify his/her identity with a valid photo ID of a parent/legal guardian.
2. Makers must “check in” with the staff member on duty, using their ID, and sign the guest book each time they use the BCPL Creation Station.
3. Makers must participate in mandatory safety trainings in order to use the sewing machines and Cricut; they may not use these tools until in-person “certification” training has been complete. When using a tool that does not require certification, the Maker is certifying that he/she is capable of using that item in a safe and proper manner. BCPL Creation Station staff is will make available upon request materials such as manuals.
4. Young children are the responsibility of their parents or caregivers and may not be left unattended in the Creation Station. Makers under age 14 or minors whose behavior requires supervision must be with their parents or caregivers in the Creation Station at all times. Children whose behavior is deemed unsafe or is disruptive will not be permitted to use the Creation Station without adult supervision.
5. The Maker agrees that the Broome County Public Library is not responsible for any manufacturing defects in the quality of workmanship or materials inherent in any of the tools or equipment.
6. The Maker agrees that if any tool or piece of equipment becomes unsafe or in a state of disrepair, he/she will immediately discontinue use of the tool and notify BCPL staff.
7. Makers must report any accident/incident that occurs on Creation Station premises to a staff member.
8. Most tools are available to Makers on a first come, first serve basis, for use in the Creation Station space.
9. Items used in the Creation Station or borrowed are to be returned in the same condition as they were issued, barring normal wear and tear. The Maker agrees to pay for the loss or damage to any items and further agrees to accept the Library staff’s assessment of fair restitution for damage, dirtiness, delinquency and/or loss of items in part or total.
10. Items used in the Creation Station must be returned by the Maker to their original location.
11. The Maker agrees to take precautions to avoid causing unnecessary mess or damage in the Creation Station. The Maker agrees to clean up his/her workspace following use. The Maker agrees to inform the Staff member in the case that they are unable to return a work surface, tool or equipment to its original state
12. The Maker acknowledges that the library is only able to provide consumable materials on a limited basis. The Maker agrees to avoid wasting consumable supplies and materials.
13. Use of the BCPL Creation Station is intended for discovery, learning, entertainment and prototyping purposes. Production of goods to be sold for profit is contrary to the library’s mission and will not occur in the Creation Station.

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

I, _____ (print name), do hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to use tools and equipment, waive any and all claims against the Broome County Public Library and County of Broome for any personal injury, illness, death, or liability resulting from or arising out of the carelessness, recklessness, negligence and/or fault of the Broome County Public Library and County of Broome.

I, _____ (print name), do hereby for myself, on behalf of my heirs, successors, and assigns, in consideration of being permitted to use tools and equipment, agree to release and indemnify and hold harmless and defend the Broome County Public Library, their offices, agents, volunteers, Board of Trustees, employees and County of Broome from any and all liability, loss, claims, and demands, actions, or cause of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in and from the maker or possession of tools, equipment or supplies I am using in the Creation Station. Any available appliance or equipment of the maker's shall be primary and for the Broome County Public Library be Non Contributory.

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 Broome, State of New York pursuant the laws of the State of New York.

If a court of law construes that any part of this release is 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 _____

Any maker under eighteen years of age must also obtain the following consent and release before using the Creation Station.

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

Parent/Guardian Signature _____ Date _____

_____ is certified to use the BCPL Creation Station sewing machine.	
Date: _____	Staff: _____
_____ is certified to use the BCPL Creation Station Cricut.	
Date: _____	Staff: _____