

Recording Room Policy and User Agreement

07/19/2022 Board Approved

Purpose: The Pemberville Public Library (the “Library”) provides an Audio and Video Recording equipment and software (the “Recording Room”) to its Patrons as part of its mission to provide up-to-date technology to the communities in the Library’s service district. The Recording Room is located within the Luckey Branch Library and is available for all Library Patron “Users” to create, innovate, and experiment using new and emerging technologies.

Policy

Access: Access to the Library’s Recording Room is free, and available to Library Patrons. All Patrons must complete and sign the Recording Room User Agreement (“User Agreement”) before using the Recording Room. All Patron Users under the age of 18 must have a parent or legal guardian sign the User Agreement on their behalf. A parent or legal guardian must accompany Patron Users under age 13 at all times, and the parent or legal guardian will be considered the primary User. A legal guardian must accompany Patron Users over the age of 18 (Wards) if they are subject to a guardianship, and the legal guardian will be considered the primary User. Upon completion of the User Agreement form, a note will be issued on the Patron User’s library account to signify that the User Agreement form has been signed and filed by Library staff.

The Recording Room is open during branch hours and can be reserved in two-hour increments. The Recording Room closes 30 minutes prior to closing. The Library reserves the right to change Recording Room hours at any time without notice. During scheduled library programs, access to the Recording Room may be restricted to registered program attendees or unavailable. Patrons may make reservations for using the equipment, which will be given priority over walk-in users. Reservations for the Recording Room may be made up to two months in advance. Patron Users are limited to two reservations per day, for a total of four hours per day. If no one has booked the Recording Room after a scheduled session, the session may be extended one hour at a time, with permission from Library Staff. Patron Users should include enough time to set-up, take down, and clean the space within their scheduled reservation time. The Recording Room will not be available prior to the Patron User’s scheduled start time and/or after the scheduled end time. Please note reservation limits may not be circumvented by different individuals using their names to register the same group, or by a group using different names.

If Patron Users do not arrive within 15-minutes of the start of their scheduled session, the Library reserves the right to make the space available to others on a first-come, first-served basis. Please be courteous and advise the Library of cancellations as soon as possible, so others may use the space.

All projects must be completed no later than 30 minutes before the Library closes. The Library assumes no responsibility for projects that are unable to be completed within this time frame.

The Library is providing its Patrons with technology and forums to create, innovate, experiment, and share their own content; however, the provision of these resources does not constitute an endorsement of the content or the views expressed by the creators, any more than the inclusion of content in the library’s collection constitutes an endorsement of the content or the views of its creators.

The Library is a limited public forum. The Recording Room equipment and the production of all projects are readily viewable by the public.

Facility Use and Expectations: Patrons are required to follow the Library's Standards of Library Behavior Policy and the Computer and Internet Policy. No food or drinks of any kind are permitted in the Recording Room. There is a maximum of four people inside the Recording Room at any time.

Use of the Recording Room is expected to be self-directed. Library Staff will be available to assist Users, but will not engineer the session. Supervision or assistance by Library Staff does not constitute knowledge, or acknowledgement, of the final use of any product created, nor of the lawful status of said products; and Pemberville Public Library specifically disclaims any knowledge, acknowledgement, or endorsement thereof.

Sometimes projects can fail. The Library does not guarantee that any project will complete successfully. The Library is not responsible for property or project that is destroyed or damaged. The Library is not responsible for a project that does not transfer or print correctly, or does not work. If failure occurs, the Library staff may provide the reason(s) for failure and offer suggestions for improvement. Projects created with Recording Room services are provided "as-is" and without warranties of any kind, either express or implied. Pemberville Public Library disclaims any responsibility for the fitness to any purpose of the service and its resulting products.

As a shared space, Patron Users should be mindful that the Recording Room is not completely soundproof. If any use of the Recording Room is deemed disruptive, Library Staff will suggest times to use the service that may be less-disruptive to other patrons.

Patron Users are responsible for returning all materials and equipment to their appropriate locations and for cleaning up after themselves.

Patron Users must bring their own large-capacity storage drives, SD cards, etc. to save their work. Files must be saved or exported before the end of session. All files saved to the Library's computers will be erased from the computers between sessions. Patron Users may not leave personal materials and projects in the Library between sessions without explicit permission from Library staff. The Library is not responsible for any personal items left in the Library.

Patron Users are expected to report broken equipment and improper or unsafe use of Recording Room equipment and facilities to Library staff. Patron Users agree to accept financial responsibility for any misuse or damage to Recording Room computers and equipment.

Patron Users must comply with any and all applicable local, State, and Federal rules, regulations, statutes, and ordinances, including intellectual property and copyright laws and restrictions. Users must warrant that any material they include in their recordings is either their own original work, free of copyright restrictions, or used with permission of the rights-holder. Patron Users will not use the Recording Room to collect, upload, transmit, display, create, or distribute anything which may violate the rights of others, including but not limited to any copyright, trademark, patent, trade secret, and/or privacy right. Patron Users are responsible for obtaining their own protections for any intellectual property developed in the Recording Room.

The Library reserves the right to terminate sessions that are deemed inappropriate, offensive, or that violate the Library's Standards of Library Behavior Policy or Computer and Internet Use Policy.

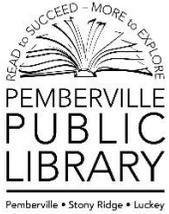
Unacceptable use of the facilities and equipment includes, but is not limited to, the following:

- Violating applicable local, State, and Federal rules, regulations, statutes, and ordinances
- Interfering with or disrupting other patrons
- Tampering with or damaging other patrons' projects or files
- Tampering with or damaging equipment, hardware, or security settings
- Displaying, printing, producing, duplicating or otherwise fabricating text, graphics, or sounds which may reasonably be construed as obscene or inappropriate for the library environment
- Using equipment in a way that could cause harm to Library Patrons, Staff, equipment, or facilities, including using equipment to create or produce anything that is illegal, harmful, or dangerous
- Using equipment in a way that violates intellectual property laws, including copyright law
- Bringing food or beverages into the Recording Room

The Library reserves the right to immediately and indefinitely suspend the library privileges of any person found using the Recording Room in a way that causes harm or intends to cause harm to Recording Room equipment, facilities, Patrons, or Library Staff. Violations of the Recording Room Policy will result in the following:

- Warning
- Two-week suspension of Recording Room privileges
- A one-month suspension of Recording Room privileges
- Permanent revocation of Recording Room privileges

Violations of local, State, and Federal rules, regulations, statutes, and ordinances will be reported to the appropriate authority.



Recording Room User Agreement and Release of Liability (the "Agreement")

07/19/2022 Board Approved

In order to use the Recording Room facilities and equipment, each adult user (a patron who is aged 18 or older) ("Adult User") must review this Agreement, provide the Adult User information requested in Section 1 below, and sign and comply with this Agreement. If the Adult User has a legal guardian or other person legally responsible to sign documents such as this, the guardian/legally responsible person ("Responsible Party") must review this Agreement, provide the information requested in Section 3 below, and sign this Agreement in the area designated at the bottom of the document.

In order for a minor patron (under 18 years of age) ("Minor User") to use the MakerSpace facilities and equipment, a parent or guardian of the Minor User or other person with legal authority to enter into this Agreement on the Minor User's behalf (the "Responsible Party") must review this Agreement, provide the information requested in Sections 2 and 3 below, and sign this Agreement in the area designated at the bottom of the document.

Please note that this document includes a Release of Liability that releases Pemberville Public Library system (the "Library") and others related to it from liability for personal injuries and other losses resulting from the use of the Recording Room facilities and equipment. Please read carefully.

1. Adult User Information:

Name: _____

Library Card Number: _____ Phone Number: _____

Email Address: _____

Emergency Contact Name and Telephone Number: _____

2. Minor User Information:

Name: _____ Birth Date: _____

Library Card Number: _____ Phone Number: _____

Email Address: _____

3. Responsible Party Information:

Name: _____

Library Card Number: _____ Phone Number: _____

Email Address: _____

Emergency Contact Name and Telephone Number: _____

4. **Conditions of Use:** By signing below, the User or Responsible Party affirms and agrees that: (1) User is capable of participating in the Recording Room; (2) User has received and read the Pemberville Public Library's Recording Room Policy and agrees to comply with all of the Library's policies and procedures, including all Recording Room policies, guidelines, and instructions; (3) User and/or Responsible Party shall be responsible to pay any charges or fees for use of Recording Room tools, equipment, and materials, and for damage, loss, or clean-up of Library property, which may be valued and billed to User's or Responsible Party's library account or by other means, in the Library's discretion; and (4) all insurance of the User or Responsible Party applicable to any injuries or claims arising out of using the Recording Room shall be primary.

5. **Assumption of Risk:** The undersigned User(s) and/or Responsible Party understands and agrees that the use of the Recording Room may involve various hazards, dangers, and risks, including without limitation, by way of example: the risk of trips, slips, and falls; cuts, broken bones, burns, and other wounds to hands, head, feet, eyes, and other body parts; electrical shock; exposure to dust, fumes, smoke, noise, and vibrations; accidents due to negligence to include the negligence of other Users, Library staff, or vendors; or accidents due to defective or inadequate facilities, equipment, tools, machinery, or due to inadequate maintenance or repair, training, instructions, supervision, first aid and medical treatment, or safety gear. The risks also include other risks arising from User's involvement in the Recording Room, including unpredictable risks and risks inherent in the use of the work areas, facilities, tools, and equipment used in Recording Room. Each User and/or Responsible Party agrees that such User's participation in Recording Room involves the risk of accidents, injury to property, personal injury including but not limited to serious injury, illness, paralysis, permanent disability, and death. All above-referenced risks and other risks, not identified herein, arising from the use of the Recording Room are heretofore referred to as the "Risks."

The undersigned User(s) and/or Responsible Party expressly assumes, for such User, and for such User's heirs, family and estate, executors, administrators, assigns, and personal representatives, all Risks arising from the User's participation in the Recording Room, whether those Risks are known or unknown, or are predictable or unpredictable, or are Risks inherent in the use of the Recording Room.

6. **Release of Liability and Indemnification of Claims of User:** In consideration for the privilege granted to the User to participate in the use of the Recording Room, and with full awareness and appreciation of the Risks involved, the undersigned User and/or Responsible Party, for and on behalf of the User and User's heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless the Pemberville Public Library, its Board of Trustees, officers, officials, employees, and volunteers, and all organizations related to the Library and its related organizations' affiliates, directors, officers, trustees, employees, volunteers, contractors, agents, representatives, and successors and assigns (the "Released Parties") of and from any and all claims, demands, liabilities, and causes of action that may arise from or could be made against or incurred by the Released Parties or any of them with respect to any and all property damage, economic loss, medical expense, personal care expense, disability, disease, personal injury or illness whether physical or mental in nature, and/or death, whether caused by negligence or otherwise, suffered by the User and arising from the User's participation and use of the Recording Room, and the Risks, including all claims of the undersigned User and/or Responsible Party. This Release and Indemnification includes all damages, costs, expense, attorneys' fees, and economic and other losses which may be sought in any such claims.

Users assumes full responsibility for any actions on their part, which may result in a claim against the Library or any other party related to the Library resources which are used. User indemnifies Library for any and all claims associated to User's participation and use of the Recording room including but not limited to any third party legal claim for property right infringement. The undersigned User and/or Responsible Party, for and on behalf of the User and User's heirs, family and estate, executors, administrators, assigns, and personal representatives, hereby releases and agrees to indemnify and hold harmless the Pemberville Public Library, its Board of Trustees, officers, officials, employees, and volunteers, and all organizations related to the Library and its related organizations' affiliates, directors, officers, trustees, employees, volunteers, contractors, agents, representatives, and successors and assigns (the "Released Parties") of and from any and all claims, demands, liabilities, and causes of action that may arise from or could be made against or incurred by the Released Parties or any of them with respect to any and all property damage, economic loss, medical expense, personal care expense, disability, disease, personal injury or illness whether physical or mental in nature, and/or death, whether caused by negligence or otherwise, suffered by the User and arising from the User's use of the Recording Room, including all claims of the undersigned User and/or Responsible Party. This Release and Indemnification includes all damages, costs, expense, attorneys' fees, and economic and other losses which may be sought in any such claims.

7. Consent to Medical Treatment: If User is injured or becomes ill while using the Recording Room, reasonable efforts will be made to contact User's parent/guardian or emergency contact. In the event no contact can be made, the User and/or Responsible Party hereby authorizes the Library and its employees, volunteers, agents, and representatives to obtain and consent to, on the User's behalf, medical care, including without limitation, medical treatment, hospitalization, ambulance transportation, anesthesia, and X-ray and other exams and tests. The undersigned User and/or Responsible Party agrees to pay all costs of such medical care and transportation.

8. Miscellaneous:

- The User and/or Responsible Party agrees that the Library provides no warranties of merchantability or fitness for particular purpose or use concerning any project or items made using library equipment, tools, or materials.
- If any section, subsection, sentence, clause, phrase, or portion of this Agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.
- Any alteration or modification of the terms or conditions of this document signed by the User and/or Responsible Party and the Director of the Pemberville Public Library.
- Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
- This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the state and/or federal courts located in the State of Ohio. The Parties agree that the applicable statute of limitations for the laws of the State of Ohio apply to all causes of actions brought under the terms of this Agreement.

By my signature below, User acknowledges that having carefully read this Agreement and the Recording Room Policy in its entirety and understood it, and User voluntarily agrees to all statements and provisions of this Agreement, including the Assumption of Risk, Release of Liability and Indemnification of Sections 5 and 6. I am sufficiently informed about the Recording Room to decide whether to sign the Agreement. I attest that I am eighteen (18) years of age or older.

User Signature: _____

Printed Name: _____ Date: _____

By my signature below, I acknowledge that I have carefully read this Agreement and the Recording Room Policy in its entirety and understand it, and I voluntarily agree to all statements and provisions of this Agreement, including the Assumption of Risk, Release of Liability and Indemnification of Sections 5 and 6, on my behalf and on behalf of the User. I am sufficiently informed about the Recording Room in which the User may or will participate to decide whether to sign this Agreement. I authorize the User to participate in the Recording Room. I am eighteen (18) years of age or older, and am the parent, or legal guardian, or otherwise responsible person, of the User with full authority under the law to sign and enter into this Agreement for myself and the User. If more than one User is identified above, all provisions of this Agreement apply to each User listed.

Responsible Party Signature: _____

Printed Name: _____ Date: _____