

# Makersmiths Rules and Regulations (Working Copy)

Date: \_\_\_\_\_

Access Key Number: \_\_\_\_\_

Member Number: \_\_\_\_\_

## MAKERSMITHS FACILITY RULES AND REGULATIONS

The following Rules and Regulations are intended to make the Makersmiths facilities and equipment (collectively, the "Facility") located at ?ADDRESS?, as safe, enjoyable and pleasant as possible for all users of the Facility ("Users"). These Rules are applicable to all Users and may be changed from time to time by Makersmiths, a Non-Profit organization ("Makersmiths"), or its managing board ("The Board"), or any of their respective successors or assigns, in order to provide for the safe, orderly and enjoyable use of the Facility.

1. Use. Users shall use the Facility solely for maker activities on the equipment provided. Users shall not misuse or use the Facility in any manner which will damage the same. Users shall not install, nor tamper with or remove, any equipment in the Facility. This Facility is open to members only. Guests are not authorized to use the Facility and Users shall not grant access to the Facility, nor permit the Facility to be used, by any unauthorized persons. Any User that provides an unauthorized person with access to the Facility will be prohibited from using the Facility until cleared by the managing board. Each User acknowledges that he or she shall exercise caution when using the Facility, that the Facility is unstaffed, and that no security is provided by Makersmiths. Any suspicious activity should be reported to the board and local authorities.

2. Hours of Operation. The Facility shall be available to Members 24 hours a day on most days. However, in order to accommodate thorough cleaning and maintenance of the Facility, access to certain areas of the Facility may be limited during those hours, which may occur during the day and at night. Additionally, any member may request and take the action to temporarily close off any equipment or portions of the facility if they believe a safety hazard exists. Such temporary safety closures initiated members should be immediately communicated to the Board for resolution. The Facility may be closed, and its hours of operation modified from time-to-time, at The Boards' sole discretion. The Board shall use commercially reasonable efforts to notify tenants at least 24 hours in advance of any closing, unless such closing is due to emergency.

3. Clothing. The minimum attire at the facility shall be \_\_\_\_\_. Any conventional casual attire is permissible, including \_\_\_\_\_. Sneakers, tennis shoes, boots or similar footwear must be worn at all times, open toed shoes are not allowed. This is a minimum standard. Certain tools and activities will require additional safety consideration, and may include steel toed boots, no loose fitting clothing, eye and hearing protection, flame retardant clothing, etc. These activities will be clearly marked, and these additional standards will be communicated in required training.

4. Conduct. Any conduct which unreasonably interferes with the use or enjoyment of Facility by others, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Facility, is strictly prohibited. Radios, tape recorders or other similar personal audio equipment may not be used without headphones. No User shall make, or permit to be made, any disturbing noises or disturb or interfere with the occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, tape recorder, loud speaker or other sound system. Activities that put off smoke, fumes, dust or other noxious by products may not be performed, unless adequate filtration and ventilation exists to prevent impact to others during and after the activity. After a User completes its use of a piece of equipment within the Facility, such User shall clean, within reason, that piece of equipment with materials provided by The Board. Those in violation of these rules will be subject to membership review.

5. Smoking. Smoking of any kind or any other consumption of tobacco products is strictly prohibited in the Facility and in the adjacent open areas surrounding the building.

6. Solicitations and Petitions. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited.

7. Identification. Upon request by Makersmiths' members, users must present their Driver's license or other identifying document for identification purposes.

8. Lost or stolen equipment - Neither Makersmiths nor The Board assumes responsibility for lost or stolen possessions.

9. Food and Beverages Prohibited. No food or beverages (other than drinks in containers with lids) shall be brought to the Facility. All food and other beverages are strictly prohibited unless in designated areas.

10. Facility Closure and/or securing of equipment in the facility. Makersmiths or The Board may prohibit the use of or close the Facility if misused in any way. Makersmiths and The Board take no responsibility for personal possessions left in the Facility. Locks or lockers may be permissible based on space considerations, and will be clearly marked when they are available. Makersmiths and The Board reserve the right to remove and dispose of any locks and personal possessions remaining in the Facility after notice is given of materials needing to be removed. Makersmiths and The Board make no representation or warranty that the use of any locker will protect User's personal property from damage, loss or theft.

11. Violation of Rules. Repeated failure or refusal to comply with these Rules and Regulations may result in membership termination which includes cost of damages if applicable.

12. Maintenance. No member shall leave any litter, trash, debris, or articles of clothing at the Facility. The entry door(s) to the Facility shall be kept closed and locked at all times.

13. No Representations. User hereby acknowledges that the installation of equipment, devices and/or facilities in or serving the Facility shall in no way be deemed a representation or warranty by Operator regarding the efficacy or safety of the same, nor as an agreement or undertaking by, or obligation of, Operator to protect, indemnify or hold User harmless from any harm of any type or to ensure User's safety. It is expressly understood and agreed that use of the Facility by User shall be at User's sole risk.

14. Access devices. Users shall use their Membership access cards, keys or other devices for access to the Facility. In no event shall User lend or otherwise transfer its Membership access device to any other person. In the event User shall lose or misplace its access card, or in the event User's access device shall be stolen, User shall immediately notify Makersmiths in writing. User further agrees that, in the event either (i) User's membership with the Makersmiths is terminated for any reason, Makersmiths may immediately de-activate User's access card. User hereby acknowledges that the access card is and shall remain the property of Makersmiths. Access cards will be replaced at a cost established by The Board and paid fully by the Users

15. Consent. As a pre-condition to the use of the Facility, all Users must sign both the liability waiver and this Policy document, be a paid member in good standing, and maintain their 2 hours a month volunteer commitment.

16. Membership. A minimum of the first month's fee, \$\_\_100.00\_\_ must be submitted prior to access to any Makersmiths facility. This fee schedule is subject to change, and members in good standing will never be charged more if published rates are to go up. If rates go down, current members' dues will be adjusted automatically in the month following the effective decrease. Fees are paid in full by the 5 business day of every month and cover membership dues till the end of the month. If request for withdraw is made from the organization the fees for that month will be retained by the organization. In the event a member withdraws during the current month and a fee is incurred the following month, said fee will be repaid within 30 day back to the since resigned member.

17. Termination of Membership. Membership in the Organization may be terminated by the death of a member, resignation or dropping for nonpayment of fees. Termination can also occur if membership rules and regulations are broken and The Board has deemed the member unfit for the organization. Notice of the death of a member or formal resignation should be forwarded to Makersmiths PO Box Address\_\_\_\_\_. A member is dropped from membership in the organization after nonpayment of fees for 30 days. Members dropped after nonpayment of dues will be considered voluntary resignations from the organization.

18. Initial acceptance to Makersmiths. New members will need to be nominated by an existing member, and approved by a Board or Staff member. Board and Staff reserve the right not to approve membership.

19. Reinstatement of Membership. The membership of a person who has voluntarily resigned may be fully reinstated at any time by the payment of all outstanding dues. Reinstatement is effective as of the full amount of dues are received and acceptance of The Board. When fully reinstated, the person's membership dates from the original year of participation. This option shall not be available to a former member who was terminated by The Board.

20. Minimum age. There shall not be any minimum age for use of the facility. All people in the facility must be Members, however, and be in compliance with all other elements and responsibilities of Memberships. Short term Day Memberships may become available for certain activities, and the rights and obligations of those Day Members will be in line with the policies outlined here, and will be administered under a separate Membership Agreement. At no time will any Member (Day or Regular), under the age of 12 be allowed in the facility alone without a designated Chaperone. Chaperones must be approved in writing by the parents of any Members under the age of 12, and will have additional responsibilities governed under the Chaperone Agreement. Those rights will include a responsibility to make certain children are not allowed in areas in which they are not adequately trained, or otherwise pose a safety hazard to themselves or others. Other Minors (aged 12-18), are bound by all of the terms of this agreement, and like all Members, are not allowed to use equipment or areas they are not fully trained and signed off on. Minors older than 12 may, however, be allowed in the space without a Chaperone, if their parents agree to this in writing, as long as one other adult Member is present. Minors will not be given access devices. Parents are encouraged to be present in the space with their children, and to consider the policies and responsibilities of this makerspace carefully before allowing their children to use the space without a designated Chaperone present. The Board reserves the right to change these Minor Policies at any time, if it makes the Makersmiths space a safer and more enjoyable community space.

21. Required training. All members will be required to attend and pass a 2 hour safety and indoctrination course prior to using the facility. This course will be made available at least once a month, and once passed, will allow members in good standing to access all "Green Zones" areas and equipment in the space. Certain areas and tools will require a higher level of specific training. This training will be provided on an as-needed basis, and will allow access to these "Yellow Zone" areas. Members without Yellow Zone certification may not use or be in the area of the active use of equipment designated as Yellow Zones. Certain high risk, complex, or otherwise specialized equipment will require a third level of training before use. These Red Zones classes will provide the necessary safety information and required use instruction to allow Members to use or be in the area of active use of Red Zone equipment.

22. Other facilities. Makersmiths will regular make use of other facilities for our programming, such as private residences and property, Loudoun County Fair Grounds, Loudoun County Public Library, as well as businesses and instructional settings in and outside of Loudoun County. The policies set forth here apply to ALL facilities in which Members participate in an organized Makersmiths event.

In order to use the Makersmiths facilities and equipment (collectively, the "Facilities") located at ?ADDRESS? (the "Building"), I hereby certify, covenant, and agree as follows:

**USING THE FACILITIES AND EQUIPMENT IS INHERENTLY DANGEROUS. THIS EQUIPMENT IS OFTEN SHARP, LOUD, FAST, MECHANIZED, AND EXPLOSIVE, AND IN SOME CASES ALL OF THE ABOVE!**

1. I will use all equipment at my own risk. I will use good judgment and will follow any instructions concerning proper procedures. If I have any questions regarding a piece of equipment, I will consult a trained professional before continuing using the equipment.
2. I acknowledge that the Facility is unstaffed. I understand and acknowledge that neither the owner of the Building ("Owner"), nor the organizational management team ("Manager"), is liable for injury or dismemberment including death.
3. I understand that in participating at the Facility, or in use of the Facilities in any way, there is a possibility of accidental or other physical injury or loss of my personal property. I understand that if I use this equipment other than as designed or taught, I will almost certainly hurt myself, and quite possibly other innocent bystanders. I agree to assume that risk of any such accident or injury or loss of property. I hereby release and discharge Owner and Manager, their respective officers, agents, employees, personnel, partners, directors, shareholders, affiliates and other representatives, and their successors and assigns (collectively, the "Released Parties"), from any and all liability, harm and damage, and waive any and all claims whatsoever, for any injury, accident or loss in connection with my use of or entry into the Facilities; and the foregoing release and discharge shall extend to my heirs, executors, administrators, and assigns. In addition, I hereby agree to defend, indemnify and hold harmless the Released Parties from any and all costs, claims, liability, harm, damage or expenses resulting from my use of or entry into the Facilities.
4. I acknowledge that I have received and read a copy of the current Rules and Regulations governing the use of the Facilities and organizational membership (a copy of which is attached hereto). I agree that I will fully comply with all rules and regulations as they are amended from time to time.

Name(Print)\_\_\_\_\_

Witness Name (print)\_\_\_\_\_

Member Signature\_\_\_\_\_

Witness signature\_\_\_\_\_

Address\_\_\_\_\_

Phone Number\_\_\_\_\_

Email Address\_\_\_\_\_

Date\_\_\_\_\_