



# FERNIE HERITAGE LIBRARY (FHL)

## Tech Hub Usage Terms and Conditions

### Summary

*This document identifies the acceptable use policies, limitations of liability, and all other terms and conditions that apply to all users of Tech Hub equipment, devices, and software.*

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## Access and Booking

Tech Hub spaces and equipment can be booked for individual use during open hours by FHL members who meet the following requirements:

- Possess a FHL card in good standing.
- Valid photo ID
- Completed an on-line booking reservation
- Age 16 or over
  - Users under 16 must be actively accompanied by a parent or guardian
- Agreed in advance to all FHL terms and conditions, usage guidelines, user responsibilities, compliance with applicable laws, indemnification of FHL as may be amended from time to time
- Reserve and use Tech Hub spaces and equipment in a manner that does not negatively impact other FHL members' fair use and access to the Tech Hub and FHL ongoing operations.

## Usage Guidelines

- Tech Hub spaces and equipment are bookable online, during library open hours. Tech Hub spaces close prior to the location closing.
- Library staff are available for limited assistance. Staff are not experts; however, they will assist as they can and both staff and users can learn together. Customers who need extra help are encouraged to book an appointment with a FHL Programmer or take a class.
- Users who damage or misuse FHL equipment or spaces will be charged for repair or replacement cost.
- Tech Hub users must use the equipment in the Tech Hub and cannot take offsite.
- Tech Hub equipment is for personal use only and cannot be used for commercial purposes or sales/revenue generating activity.
- Any external materials used in FHL Tech Hubs must be pre-approved by FHL staff.
- Users must save their work on an external memory device. It is the user's responsibility to delete and/or remove any of their files (digital and/or print) from FHL equipment. After your Tech Hub booking has ended, all work is lost.
- Users must not leave their project/job unattended – users must remain with their project for the entirety of their booking: it is the users' responsibility to ensure equipment is operating as intended and to report equipment failures and errors to FHL staff. This includes not leaving the room unlocked/ unattended.
- No food or drinks of any kind are permitted in FHL Tech Hub

- Tech Hub computers are reserved for digital media projects and are not available for general computer use – i.e. email, social media, browsing etc.
- FHL staff may limit the number of people in a Tech Hub, including the digitization workstations, the creation space, and the fabrication space.
- Any persons may be refused entry or removed for any behaviours unsuitable to the space.
- FHL reserves the right to refuse any booking request or use of equipment in FHL Tech Hubs.
- FHL is not liable for any damaged material or media belonging to users using the FHL Tech Hub equipment or facilities.
- The Tech Hub is an evolving resource; therefore, these guidelines are subject to change without notice.

## Responsibilities of Tech Hub Users

- The User agrees that the FHL (FHL) is not responsible for any manufacturing defects in the quality of workmanship or materials inherent in any of the tools or equipment.
- The User agrees that if any tool or piece of equipment becomes unsafe or in a state of disrepair, they will immediately discontinue use of the tool and notify FHL staff.
- The User agrees to report any accident or incident that occurs on FHL Tech Hub premises to a staff member.
- The User agrees that they will leave items/equipment used in FHL Tech Hub in the same condition, as they were when they started - barring normal wear and tear. The User agrees to pay for the loss of or damage to any items and further agrees to accept FHL staff's assessment of fair restitution for damage, dirtiness, and/or loss of items in part or total. This restitution amount could equal repair costs or as much as the replacement cost of the item.
- The User agrees not to leave their project/job unattended – that they must remain with their project for the entirety of their booking: it is their responsibility that the equipment is operating as intended and to report equipment and errors to staff.
- The User agrees to return items/equipment used in the FHL Tech Hub to their original location.
- The User agrees to take precautions to avoid causing unnecessary mess or damage in the FHL Tech Hub. The User agrees to clean up their workspace in the FHL Tech Hub following use, returning the workspace to its original state. The User agrees to inform staff in the case that they are unable to return a work surface, tool, or equipment to its original state.

- The User acknowledges that FHL is only able to provide consumable materials on a transitory basis. Tech Hub consumables may incur a cost associated with use in the sole discretion of the FHL. The User agrees to avoid wasting consumable supplies and materials.

## Agreement to Comply with all Laws

Activities occurring at FHL are subject to Canadian federal and provincial laws including but not limited to:

- Intellectual Property laws
- Criminal Code

FHL Tech Hub equipment and spaces are available exclusively for lawful activities. Users are prohibited from creating, editing, sharing content that:

- Violates provincial or federal laws.
- Is unsafe, harmful, dangerous, or poses an immediate risk to others' safety.
- Is obscene or otherwise unsuitable for the FHL environment.
- In violation of another's intellectual property rights; for example, the 3D printers, digitization equipment and software may not be used to reproduce materials subject to copyright, patent, trademark, or industrial design protection.

FHL seeks to advocate for, inform and support the intellectual property rights of the creator as outlined within Canadian legislation while balancing the social benefit and educational value of fair use. Much of the material in the FHL collections is subject to Intellectual Property laws. It is not the role of FHL staff to interpret the legislation for customers. Responsibility regarding intellectual property arising from the use, printing, and/or copying is the responsibility of the customer making the copy or item, whether the customer uses their own or library equipment. The intellectual property laws of Canada govern the making of reproductions and/or use of some materials. Certain copying may be an infringement of intellectual property laws, including copyright law. The FHL is not responsible for infringing copies or items made by users of the FHL copying equipment and Tech Hub spaces. It is the user's obligation and responsibility to determine and satisfy intellectual property laws or other use restrictions (such as privacy rights, CSA standards, technical protection measures, licensing and trademark, etc.) when using FHL's collections, equipment and software. For more information, please visit the Canadian Intellectual Property Office's website:

<http://www.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/home>

## Indemnification of FHL and FHL Staff

I agree to hold FHL, along with its employees and volunteers, harmless from any liability for property damage, including personal media used with FHL Tech Hub equipment, or personal injury resulting from the use of the FHL Tech Hub spaces and equipment, including incidents involving malfunctioning, defective, or outdated equipment under FHL control.