

Greenbelt Makerspace Tool Library Application Form

<https://tools.greenbeltmakers.org>

To join the Tool Library, create an account at our online library above and certify that you will abide by the Liability Waiver and Indemnification Agreement, Borrower's Agreement, and Code of Conduct. Checking the agreement box constitutes a legal signature according to the Maryland Uniform Electronic Transactions Act ("UETA"), Maryland Code, Commercial Law Article ("CL") §21-101 et seq., and federal Electronic Signature in Global and National Commerce Act, 15 UCCA § 7001 et seq. ("E-SIGN").

Please donate your membership dues online. Please donate what you can, such as the suggested sliding scale membership dues schedule based on your individual income. Larger donations are definitely welcome. The upfront money will help the Tool Library buy more tools that you can borrow. There is NO additional fee to borrow tools - only if they are late or lost!

| Annual Income | Annual Membership |
|----------------------|-------------------|
| up to \$25,000 | \$20 |
| \$25,000 to \$50,000 | \$30 |
| \$50,000 to \$75,000 | \$40 |
| above \$75,000 | \$50 |

Remember that the tools you are borrowing belong to the whole community – care for them, bring them back, and stay honest. Thank you for joining the Greenbelt Makerspace Tool Library.

| | | | |
|----------------|----------------------|---------------|----------------------|
| Full name | <input type="text"/> | | |
| Preferred name | <input type="text"/> | Pronouns | <input type="text"/> |
| Address | <input type="text"/> | | |
| City State Zip | <input type="text"/> | | |
| Telephone | <input type="text"/> | Email address | <input type="text"/> |

☐ Want to help out? I am interested in volunteering with the library

Required:

☐ I am at least 18 years old

☐ I have received a copy of the Borrower's Agreement, Liability Waiver and Indemnification Agreement, and Code of Conduct and I have read and agree to abide by their terms.

☐ I especially read the part that said all tool rentals are for one week and I will return items promptly.

| | | | |
|-----------|----------------------|------|----------------------|
| Signature | <input type="text"/> | Date | <input type="text"/> |
|-----------|----------------------|------|----------------------|

Tool Library Use Only

Volunteer: _____ Date: _____

Notes: _____

(edited: 2023 June 24)

Greenbelt Makerspace Code of Conduct

A primary goal of the Greenbelt Makerspace is to be inclusive to the largest number of people, with the most varied and diverse backgrounds possible. As such, we are committed to providing a friendly, safe and welcoming environment for all, regardless of gender, sexual orientation, ability, ethnicity, socioeconomic status and religion (or lack thereof).

This Code of Conduct outlines our expectations for all those who participate in our community, as well as the consequences for unacceptable behavior. We invite all those who participate in Makerspace activities to help us create a safe and positive experience for everyone. We expect all community participants (employees, volunteers, and all other participants) to abide by this Code of Conduct in all community venues—online and in-person—as well as in all one-on-one communications pertaining to Makerspace business.

Expected Behavior

Participate in an authentic and active way. In doing so, you contribute to the health and longevity of this community. Exercise consideration and respect in your speech and actions. Attempt collaboration before conflict. Refrain from demeaning, discriminatory, or harassing behavior and speech. Be mindful of your surroundings and of your fellow participants. Alert community leaders if you notice a dangerous situation, someone in distress, or violations of this Code of Conduct, even if they seem inconsequential.

Unacceptable Behavior

Unacceptable behaviors include: intimidating, harassing, or using abusive, discriminatory, derogatory or demeaning speech or actions by any participant in our physical space, at any related events on- or off-site, in any online interactions, and in one-on-one communications carried out in the context of the Makerspace's business. Harassment includes: harmful or prejudicial verbal or written comments related to gender, sexual orientation, race, religion, disability; inappropriate use of nudity and/or sexual images; inappropriate depictions of violence; deliberate intimidation, stalking or following; harassing photography or recording; sustained disruption of events; inappropriate physical contact, and unwelcome sexual attention.

Our space is in a building with many other occupants and we host events at various locations around the city; please be respectful to all patrons of any location where the community is present.

If you witness or are subject to unacceptable behavior, or have any other concerns, please notify a community organizer as soon as possible. You may email staff@make125.org

Consequences of Unacceptable Behavior

Unacceptable behavior from any community member, including those with decision-making authority, will not be tolerated. Anyone asked to stop unacceptable behavior is expected to comply immediately. If a community member engages in unacceptable behavior, the community organizers may take any action they deem appropriate, up to and including a temporary ban or permanent expulsion from the community without warning (and without refund in the case of a paid event).

If you feel you have been falsely or unfairly accused of violating this Code of Conduct, you should notify one of the community organizers with a concise description of your grievance. Your grievance will be handled in accordance with our existing governing policies.

This document is based on the Berlin Code of Conduct <https://berlincodeofconduct.org> and is distributed under a Creative Commons Attribution-ShareAlike 4.0 International (CC BY-SA 4.0) license.

Greenbelt Makerspace Library Borrower's Agreement

Please read - you are agreeing to this policy when you sign your membership application.

1. Members must be 18 years old or older.
2. Prior to borrowing tools, all Members must:
 - a. Complete the Membership Application,
 - b. Sign the Waiver and Indemnification Agreement; and
 - c. Agree to this agreement and the Code of Conduct.
3. By borrowing an item, the Member is certifying that they are capable of using that tool safely and properly, and will use the tools in a proper manner. Ask for help if unsure.
4. Only the Member is authorized to use Greenbelt Makerspace Library tools.
5. All tools borrowed are to be returned to Greenbelt Makerspace Library by close of business on their due date. Loan periods are for 7 days, with one additional week possible on special request in advance. However, Greenbelt Makerspace Library reserves the right to refuse renewals. The 7 day loan period applies to tools checked out during any of our open hours, including weekday hours when available. Tools may only be returned during the Library's open hours.
6. If a tool is returned late, the Member will be responsible for late fees of \$7 per week. Late fees are capped at the value of the tool plus a \$10 administration fee per tool. If a tool is more than 4 weeks late, the Member is given 1 week to return/replace tools or their membership is revoked.
7. The tools in our collection are for the use of Tool Library members. Out of respect for future users, please clean any tools you borrow before returning them and report any damage to the Tool Library immediately. Though borrowers are responsible for damage that they have caused, we promise not to be angry. All tools are to be returned in the same or better condition as they were issued, except for normal wear and tear. A cleaning/repair fee for returning dirty or rusted tools starts at a minimum of \$5. If you feel compelled to return them in better condition than when you borrowed them, that would be highly appreciated.
8. The Member agrees to pay for the loss of or damage to any item and further agrees to accept the Library's assessment of condition of items and to further agree to the Library's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item plus a \$10 administrative fee, to replace severely delinquent and/or severely misused and neglected tools. Fees must be paid in full before borrowing additional items.
9. Greenbelt Makerspace reserves the right to use appropriate steps to retrieve delinquent tools or unpaid fees.
10. The maximum number of tools per loan per member is 8.
11. The Member agrees that Greenbelt Makerspace is not responsible for any manufacturing defects, quality of workmanship or materials inherent in any borrowed tools.
12. The Member agrees that if any borrowed tool becomes unsafe or in a state of disrepair, they must immediately discontinue use of the tool and notify the library of the issue.
13. Greenbelt Makerspace reserves the right to refuse the loan of any item at its discretion, but particularly for failure to comply with any of the above rules and regulations or for falsification of any information.
14. The Member must abide by the Greenbelt Makerspace Code of Conduct.

Liability Waiver and Indemnification Agreement

1. I state that I am capable and experienced in using the tools I am borrowing and that I will use these tools in a proper manner.
2. I agree to pay the replacement and/or late fee, if required.
3. I agree that the Greenbelt Makerspace Cooperative is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools.
4. I agree that if any borrowed tool becomes unsafe or in a state of disrepair, I must immediately discontinue use of the tool and notify the Greenbelt Makerspace Cooperative of the issue on return, if not earlier.
5. I, do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, waive any and all claims against Greenbelt Makerspace Cooperative for any injury or injuries of any nature that I may suffer or incur in the use of the tools I am borrowing from the Greenbelt Makerspace Cooperative tool lending library.
6. I, do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless Greenbelt Makerspace Cooperative, its officers, agents, employees, and volunteers from any and all liability, loss, claims, and demands, actions or causes 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 any way from the use of the tools I am borrowing.
7. I am aware that Greenbelt Makerspace Cooperative, the tool library, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any tool for any particular use.

I affirm that the information that I have provided on the Membership Application is current, true, and correct, and that this information is subject to verification.

I have read and fully understand the rules and regulations of Greenbelt Makerspace Cooperative Library, and that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me.

I have read and signed the Greenbelt Makerspace Liability Waiver and Indemnification Agreement, relinquishing any and all claims against the Greenbelt Makerspace Cooperative and or its representatives.

Signature

Date

Full name