

OAK BLUFFS PUBLIC LIBRARY

STEM Lab Use Agreement & Liability Acknowledgment

Welcome to the Oak Bluffs Library STEM Lab (“Lab”). The Lab gives patrons access to tools and technology not otherwise available to the public, including but not limited to **3D printers, laser cutters/engravers, vinyl cutters, sewing machines, soldering stations, hand tools, and laptops running design software** (collectively, “Equipment”). Because this Equipment can pose a risk of injury or property damage if used improperly, every patron must read and sign this Agreement before using the Lab independently. Library staff are happy to answer questions about any section before you sign.

1. Equipment Access Requires Demonstrated Proficiency

The STEM Lab contains a variety of machines, and not all patrons may use all Equipment. Before using any piece of Equipment for the first time, a patron must:

1. Complete any required orientation or training session offered by Library staff for that specific machine, and
2. Demonstrate proficient, safe operation of that machine to the satisfaction of Library staff.

Proficiency is evaluated machine-by-machine. Demonstrated proficiency on one machine (for example, a 3D printer) does not authorize use of a different machine (for example, a laser cutter). Staff may revoke or suspend a patron’s authorization to use any Equipment at any time if the patron operates it unsafely, ignores posted safety rules, or disregards staff instruction.

Some Equipment may have additional restrictions, including minimum age requirements, required adult supervision for minors, capacity limits, or mandatory use of personal protective equipment (e.g., safety glasses, closed-toe shoes, hair ties). These restrictions will be posted at each workstation and explained during orientation.

2. Assumption of Risk and Limitation of Liability

Assumption of Risk. I understand that use of STEM Lab Equipment carries inherent risks, including but not limited to cuts, burns, eye injury, respiratory irritation, electric shock, and damage to personal property (including materials, devices, or storage media I bring into the Lab). I voluntarily assume these risks by choosing to use the Lab and its Equipment.

Limitation of Liability under Massachusetts Law. Oak Bluffs Library is a department of the Town of Oak Bluffs, Massachusetts. As such, the Library’s liability for personal injury or property damage is governed by the Massachusetts Tort Claims Act, M.G.L. c. 258 (“MTCA”), and not by private contract. I acknowledge and understand that:

- Under the MTCA, the Library may be liable only for personal injury, death, or property loss caused by the negligent or wrongful act or omission of a Library employee acting within the scope of employment to the same extent, and subject to the same limits, as a private individual would be under similar circumstances.

- Recoverable damages against the Library are limited by statute, and the Library is not liable for punitive damages or pre-judgment interest.
- The MTCA does not impose liability for claims arising from a patron's own negligence, a patron's failure to follow Lab rules or staff instructions, the discretionary acts of public employees, or other circumstances excluded under M.G.L. c. 258, § 10.
- Any claim against the Library must follow the presentment and notice procedures required by M.G.L. c. 258, § 4, including written notice to the Library's executive officer within the statutory time period.

This Agreement does not expand the Library's liability beyond what Massachusetts law requires, and nothing in this Agreement is intended to waive any protection or immunity the Library or its employees are entitled to under the MTCA or any other applicable law. Likewise, nothing in this Agreement is intended to waive any right a patron has under the MTCA that cannot lawfully be waived.

Personal Property and Materials. The Library is not responsible for personal devices, removable storage media, materials, or projects brought into or left in the Lab. Patrons use personal devices and materials in the Lab at their own risk.

Damage Caused by a Patron. A patron who damages Library Equipment, fixtures, or materials through misuse, negligence, or failure to follow posted instructions may be required to reimburse the Library for repair or replacement costs and may lose Lab privileges.

3. Cleanup Requirements

To keep the Lab safe and ready for the next patron, every user agrees to:

- Clean and clear their workstation, including removing scraps, filings, sawdust, packaging, and personal materials, before leaving the Lab.
- Return all tools, jigs, and accessories to their designated storage location.
- Power down and reset machines according to the posted shutdown procedure for that Equipment.
- Dispose of waste materials in the appropriate bins (e.g., separating recyclable plastics, hazardous waste, or scrap metal as posted).
- Report any equipment malfunction, damage, or safety hazard to staff immediately rather than attempting a repair.

Patrons who leave a workstation or machine in an unsafe or unreasonably messy condition may be asked to return and complete cleanup, billed a cleaning fee where authorized by Library policy, and/or have future Lab access suspended.

4. Project Time Limits and Lab Hours

All time-based projects, including but not limited to 3D prints, laser cuts, and any process that runs for an extended duration, must be started and completed entirely within scheduled Lab hours.

- Projects may not be unattended or continue running after a patron's reserved time slot ends except with express permission from library staff.

- Staff may pause, stop, or remove an in-progress project that will not finish within the patron's scheduled time or the Lab's operating hours.
- The Library is not responsible for an incomplete project, lost materials, or machine time resulting from a project that could not be finished within the available hours.
- Patrons are responsible for planning project scope (e.g., print size, material, design complexity) realistically against the time available, and staff can help estimate run times during booking.

Current Lab hours and the maximum reservation length per visit are posted on the library website and are subject to change.

5. Reservations and Cancellation Policy

Use of certain Equipment requires an advance reservation. The following rules apply to all reservations:

- Cancellations or changes must be made at least 24 hours before the scheduled reservation time, by calling (508) 693-9433 or emailing oakb_mail@clamsnet.org.
- Cancellations made with less than 24 hours' notice, and reservations the patron simply does not show up for ("no-shows"), count as a missed reservation.
- Patrons who accrue two missed reservations within 60 days may have their reservation privileges suspended for 60 days.
- The Library reserves the right to cancel or reschedule a reservation due to staffing, maintenance, technical failure, or closure, and will make reasonable efforts to notify the patron as far in advance as possible.
- Repeated late arrivals may be treated as a no-show at staff discretion if the delay meaningfully shortens the remaining session.

6. General Lab Rules and Conduct

- Patrons must be current Library cardholders in good standing to reserve or use the Lab, unless otherwise authorized by staff.
- Lab use may be limited to patrons age 16 and older. Minors under 16 must be accompanied by, and remain under the direct supervision of, a parent or guardian while in the Lab, except during supervised Library programs.
- Patrons under 18 must have this Agreement signed by a parent or legal guardian before using the Lab.
- Required personal protective equipment must be worn at all times when operating designated Equipment.
- Food and open beverages are not permitted in the STEM Lab.
- Patrons may not use the Lab to create items that are illegal, unsafe, infringe on the intellectual property or trademark rights of others, or violate the Library's Patron Code of Conduct.
- Staff may stop a project or end a session at any time for safety reasons, equipment malfunction, or behavior that violates Library policy.

- The Library is not responsible for the functionality, quality, or fitness of any item a patron creates using Lab Equipment.
- Photographs or video may be taken of general Lab activity for Library promotional purposes; patrons who prefer not to be photographed should notify staff.

7. Materials, Fees, and Print/Cut Costs

- Some materials (filament, vinyl, wood stock, thread, etc.) are provided by the Library at posted per-use rates; patrons may also be permitted to bring approved personal materials, subject to staff approval.
- Fees for materials, consumables, or machine time, if any, are available upon request and are due at the time of use unless otherwise stated.
- The Library reserves the right to refuse a material that is unsafe, incompatible with a machine, or prohibited (e.g., certain plastics, treated woods, or reflective/PVC materials in laser cutters).

Acknowledgment and Signature

By signing below, I confirm that I have read this Agreement in its entirety, understand its terms, and agree to comply with it and with all posted Lab and Equipment-specific rules. I understand that my access to the STEM Lab may be limited, suspended, or revoked for failure to comply with this Agreement.

Patron Name (print): _____

Library Card #: _____

Patron Signature: _____

Email: _____

Date: _____

Phone: _____

If patron is under 18 years of age:

I am the above-signed parent or legal guardian of the below-named minor patron. I have read this Agreement, consent to my child's use of the STEM Lab, and agree to its terms on my child's behalf and my own. If the child is under 16, I will ensure they are accompanied by an authorized adult.

Child Name: _____

For Library staff use only

Equipment proficiency verified by staff (initials/date): _____

Equipment authorized: ☐ 3D Printer ☐ Laser Cutter ☐ Vinyl Cutter ☐ Sewing/Embroidery ☐ Soldering
Other: _____