

# NILES DISTRICT LIBRARY

## 3D Printing Policy

### **I. General Rules of Usage:**

- A. All Users using the 3D Printer must comply with all Library policies, including the Patron Behavior Policy and the Public Internet Access Policy.
- B. Use of the 3D Printer is intended for discovery, learning, entertainment, and prototyping purposes. Production of goods to be sold for profit is contrary to the Library's mission and is prohibited.
- C. The User agrees that the Library is not responsible for any manufacturing defects in the quality of workmanship or materials inherent in any of the tools or equipment.
- D. The User understands that only the Library Staff or volunteers may have hands on access to the 3D printer.
- E. The User acknowledges that the Library is only able to provide consumable materials on a limited basis. The User agrees to avoid wasting consumable supplies and materials. The User understand that models are printed using colors in stock at the Library, a list will be available upon request.
- F. The Library is not responsible for the following:
  - 1. The Library does not accept responsibility if a project is destroyed, does not print correctly or does not work.
  - 2. The Library will not offer refunds for supplies used.
  - 3. The Library does not accept responsibility if a patron's personal equipment is damaged or destroyed while using the tools.
- G. The Library's 3D Printer printer may be used only for lawful purposes subject to any condition set forth in this policy or any other Library policy. The public will not be permitted to use the 3D Printer printer to create material that is:
  - 1. Prohibited by local, state or federal law or regulation.
  - 2. Unsafe, harmful, dangerous or poses an immediate threat to the well-being of others.
  - 3. Obscene, sexually explicit or harmful to minors.
  - 4. In violation of another's intellectual property rights. The User will be responsible for compliance with all intellectual property laws, including patent, trade dress, trademark and copyright laws. Responsibility for possible copyright or any other intellectual property infringement lies solely with the User and the Niles District Library disclaims any responsibility or liability resulting there from. The User of the 3D Printer printer is liable for any infringement. All Users using the 3D Printer printer must sign the Library's waiver and release regarding intellectual property rights.
  - 5. Weapons or weapon replicas of any kind, unless used or included on board game pieces or small figurines.
- H. While the Library makes every effort to oversee the use of the equipment, usage

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of the equipment is not under the direction or control of the Library. The Library is not responsible for any object created with the use of the equipment, including any harm or injury incurred as a result of any usage of the equipment.

I. The maximum size for printed objects is 220 X 220 X 220 mm. Library staff will notify the patron if the project needs to be resized and the patron can resubmit the request.

J. 3D models should be submitted as .stl files and are limited to 5 parts/files.

The Library Director or his or her designee reserves the right to:

1. Refuse any 3D Printer print request. If the request is denied, the patron may appeal that decision to deny the 3D Printer print request to the Library Board by sending a written notice of appeal to the Library Board President within 10 days of notice of the denial.
2. Review and approve all materials before printing. If there is a problem with the design and/or production, the patron will be informed. The Library cannot guarantee that a print job will be completed within a particular time frame.
3. Stop printing a request due to time or printer capabilities.
4. Set a limit as to the maximum amount of time a print job may take.
5. Limit the number of print requests. If there is high demand, the Library will schedule only one print per person per week.
6. Halt, delete, or disallow the creation of items that violate any Niles District Library policy.

### **II. Fees:**

K. If the proposed cost exceeds \$5.00, the User will be notified by Library Staff prior to printing. The User will be responsible for all costs and fees. The User shall pay the printing costs prior to printing and any unpaid fees and charges will be put on the Users Library account.

L. The cost is calculated by the total weight of the item(s) once printed. The User will be responsible for the final fee so the User shall consult with staff on the approximate cost. The following fees will be charged by the Library: Ten cents (\$.10) per gram of filament.

***[This is the end of the document.]***  
***[Agreement on the following page.]***

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### 3D Printer User Policy Agreement

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between **Niles District Library** and \_\_\_\_\_ **(User)**.

In consideration for User's participation in the use of the Library's 3D Printer of, User agrees as follows:

**1. Conditions of Use.** The User agrees that (a) the User has reviewed the Library's 3D Printer Policy and agrees to its terms, which are incorporated by reference into this Agreement, and (b) the User has been trained by Library staff or participated in a Library workshop regarding the use of the 3D Printer. The User agrees to comply with all Library policies, including the payment of any fees associated with the use of the 3D Printer. If the User is under the age of 18, a parent or legal guardian agrees to this Release of Liability on behalf of the minor child and the term "User" applies to both the minor child and any parent or legal guardian.

**2. Assumption of Risk.** User acknowledges the inherent risks in the use of tools, equipment, devices, and hazardous materials of any kind commonly used in electronics construction, fabrication, software design and other technology related activities and that User's participation in such activities and/or use of the Library's 3D Printer may result in injury, illness, death or damage to User or User's personal property.

Further, such risks and dangers may be caused by User or other Users. Finally, such injury, illness death or damage to User or User's personal property, may arise from foreseeable or unforeseeable causes. User, and for such heirs, family, estate and assigns, hereby fully assumes all such risks (known, unknown and/or unforeseen) and any others which arise in connection with the use of the Niles District Library's 3D Printer.

**3. Release of Liability.** User, including the User's heirs, family, estate, executors and assigns, releases the Niles District Library, its staff, board members, exhibitors, guests, fellow 3D Printer users/patrons, employees, agents, guests and assigns from any liability, claims, losses, demands, causes of action whatsoever arising or that could arise out of any damage, loss or injury to User or User's property while using the 3D Printer of Niles District Library and/or using any equipment owned by Niles District Library or another User or guest of Niles District Library regardless of whether such loss or injury is as a result of negligence of Niles District Library or its users, guests, agents and assigns, or is a result of some other cause. This release includes all damages, costs, medical costs, expenses, attorneys' fees and any other losses.

**4. Covenant Not to Sue.** User agrees that User will not, under any circumstances, initiate any legal action or administrative proceeding against Niles District Library, its staff, board members, exhibitors, fellow Niles District Library users/patrons,

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employees, agents, guests, and assigns nor will User assist in the prosecution of any such legal action filed by another, arising out of an injury to the person or property of User while participating in the use of the 3D Printer in the Niles District Library. This covenant extends to include the family, estate, heirs, executors, administrators or assigns of User.

**5. Third Party Indemnification.** User indemnifies, saves and holds harmless Niles District Library, its Users, agents and assigns from any and all losses, claims, demands, causes of actions or proceedings of every kind and character which may be initiated by any other persons or organizations, and which arise directly or indirectly from the actions of User while engaged in the use of the 3D Printer by using the Niles District Library's tools, equipment, materials, space, or educational opportunities. User hereby acknowledges that User has carefully read all of the above provisions, fully understands same, and voluntarily signs this document as a condition of use of the Niles District Library 3D Printer

**6. Damage of Tools and Equipment.** If User damages the 3D Printer, they will be liable for the damage, which may include replacement costs.

**7. Recordings and Photography Waiver.** User acknowledges that the Niles District Library events may be recorded in audio, visual, and/or audiovisual media and User consents to the making and use of such recordings by the Niles District Library and/or its agents for any purpose. You release the Niles District Library and its employees, agents, assigns and licensees from and waive any claims related to or arising by reason of the making and/or use of any such recordings, including any claims under the Michigan Library Privacy Act. User grants to the Niles District Library the right to use your likeness in connection with the use of the recordings. Photos may be sent to news outlets with names affixed, though names will not be posted in the Library, on our website, or on social media.

**8. Intellectual Property.** User agrees that he/she has the copyright and other intellectual property rights for materials made on the 3D Printer and is not violating any other person's intellectual property rights.

**9. Use of Facilities, Tools and Materials.** User agrees to use the facilities, tools, and materials in a safe way, and to alert the Niles District Library staff, and/or program leaders when facilities, tools, and materials are being used in a way that could cause harm to themselves or others.

Age, if under 18 \_\_\_ or Over 18 (check here) \_\_\_

**Niles District Library authorized personnel signature** \_\_\_\_\_

User Name (printed) \_\_\_\_\_

Parent/Legal Guardian Name (printed) \_\_\_\_\_

**User or Legal Parent/Guardian signature** \_\_\_\_\_