



Membership Information and Application

Your interest in becoming a member of the Muskogee Public Schools Fab Lab is HIGHLY appreciated. With your membership you will gain access to a lab packed to the brim with advanced machinery which will allow you to make almost any creation from your imagination.

The Agreement

With Fab Labs being relatively new to the marketplace in the United States (especially K-12 labs such as ours), there will most definitely be changes and improvements made to this agreement as the lab grows. We also want to provide safe and convenient access to work centers and processes not normally available to our members for use in making “just about anything”.

Our goal is that the six document sections following constitute the agreement between MPS Fab Lab and our members.

- General Information
- MPS Fab Lab Policies
- MPS Fab Lab Member Agreement, including the International Fab Lab Charter
- Membership fee schedule
- Model Release
- Liability Waiver
- Membership Registration Form

These are the documents to which we'll ask your agreement by your signature. When you are ready to become a member of MPS Fab Lab, you may print and complete these forms and bring them in with you or we can provide a set of the documents for you to sign when you come to the lab for the first time.

MPS Fab Lab General Information

Standard Public Hours: Hours may change without notice or update of this agreement. For current hours either visit our Facebook page (MPS Fab Lab) as it is always up to date, or go to <http://mhs.mpsi20.org/fabcalendar> to see if the lab is closed.

	School Year	Summer
Monday	Closed	Closed
Tuesday	10AM-7PM	10AM-7PM
Wednesday	10AM-7PM	10AM-7PM
Thursday	10AM-7PM	10AM-7PM
Friday	10AM-7PM	10AM-7PM
Saturday	7AM-4PM	7AM-4PM
Sunday	Closed	Closed

During the year, the lab MAY BE closed from 12PM-1PM due to lunch. The lab is also closed for a weekly meeting with the Technology Department. To visit the lab outside of normal operating hours, please call (918)684-3780 or email mpsfablab@roughers.net to speak with the lab manager.

Scheduling:

Except for the premium memberships, machine availability is on a first come, first served basis. Generally, machines have a time limit of one hour. If someone is patiently waiting to use the machine you're on, and you've been using it for an hour, you will need to find a stopping point in your work so the next person can take their turn. We recommend using one of the lab's available laptops to assure your design is complete before operating the needed machine.

For projects that will take longer than an hour to finish, here are the guidelines:

- 3D prints must be started near the end of the lab's open hours if there are any open printers not currently reserved by premium members. In the event of a print that fails overnight due to a design flaw, there will be a charge of \$0.03/gram. If the print fails due to machine malfunction, there will be no charge. It is the lab manager's responsibility to determine what caused the faulty print.
- All jobs requiring a mill/router (Othermill, MDX-40A, ShopBot) must be started at the beginning of the day and the member must stay near the machine at all times.

Premium members can reserve time on the specific machines they need. Reservation cap is 2 hours per machine per day, with a maximum of 20 cumulative hours for the current week. To reserve time, members must contact the lab manager and provide at least a 24-hour notice.

Lab Access:

Currently, lab access is for full operating hours. Make sure to tell the security guard you're here to visit the Fab Lab. We're working to get everyone user badges to make this process easier. Once in the lab, please sign in or notify the manager.

Expendable Supplies:

Reasonable amounts of expendable supplies (tape, sticky notes, paper, glue, pens, etc.) are available at no charge. If your project requires a large amount of these materials, we may ask for a donation to help cover the

cost. It is the responsibility of the lab manager to determine when an overabundance of materials has been used.

Machine Specific Materials:

These are items that become a part of the final product in some way or another (wood/acrylic for laser cutting/engraving, vinyl/wood/metal for signs, etc.). The lab will keep certain items in stock for each machine. These items are available for members to purchase as needed. For more details go to <http://mhs.mpsi20.org/fabfees> and click "Material Fees". You will be redirected to a Google Doc with the most recent information.

If a member supplies his/her own materials, and there are unwanted leftovers, they may be left in the lab to be used by other members at no charge.

For everyone's safety, we need to know the identity of all materials being used for projects made in the Fab Lab. We can't allow anyone to bring unidentified materials into the lab. If we are unfamiliar with a material, we will require a Material Safety Data Sheet (MSDS) to be provided.

Payments:

At this time, our lab is only able to accept cash and checks. When paying with cash, exact change is required as we do not keep change on hand. If lab materials were used in the process of creating a product, payment is required before the finished product is removed from the lab.

We want to stress that every penny this lab earns goes directly back into supporting the lab in one way or another. Whether it be for purchasing more materials, acquiring new equipment, hiring experts in the field to teach courses, etc., it is the goal of this lab to be as self-sustaining as possible and to provide its members with the absolute best experience.

Learning:

Many MPS Fab Lab processes are driven by digital files. For some, the file can be a PDF containing a 2D rendition of what you want to make. Others require a 3D file that a machine converts to what it needs to perform its function. Our lab has 30 laptops with all the necessary software installed to utilize each machine. Projects in the Fab Lab are Do It Yourself (DIY). Our job is to help you as needed with your project, but not to make your project for you. In the very near future we will host a series of approximately 2-hour long seminars during which anyone can learn enough to complete a first project.

MPS Fab Lab Policies

Safety

- The lab may not be used until the Safety and Orientation Course is completed. Visit <http://mhs.mpsi20.org/fabsafety> for the course calendar.
- When indicated, eye and ear protection must be used in the wood shop and metal shop.
- In the wood shop and metal shop there should be no loose fitting clothing, no open toed shoes and long hair should be tied back.

- Seek assistance (whether it be from other members or lab staff) when moving new material to and from large machines.
- There will be absolutely no making of objects that any reasonable person would consider a weapon. The only exception to this rule is for items that are very clearly fake props for the purpose of accompanying a costume (i.e. cosplay). In order to create a costume prop, the member must have the direct written consent of the Fab Lab Manager.

Intellectual property

- Whatever you create in the Fab Lab belongs to you.
- You agree to be photographed with your creations, and you understand that photographs will be posted to our website, which other people may see.
- While we do not assist directly with the patent process, we have access to resources that can help.

Behavior

- This is a community space, so please refrain from using language that could be viewed as offensive.
- As a Fab Lab user, you are expected to comply with all staff instructions, policies, and signs posted in the Fab Lab, as well as our Member Agreement.
- At the discretion of Fab Lab staff, you may be asked to leave for inappropriate behavior or noncompliance with Fab Lab policies.

Machine use

- Please treat Fab Lab machines with care, as if they were your own.
- Please use machines only as intended, to avoid costly damage and to make sure they are available for everyone to use. You may be responsible for costs associated with repair or negligence, due to misuse of MPS Fab Lab property.

Food and Drink in the Lab

- No food allowed in the lab. Only drinks in covered containers will be allowed, but at no point should drinks be near the equipment.
- Please dispose of trash and leave any areas of the lab you use in as good or better condition than you found them.

Artistic, experimental, prototyping and production use of MPS Fab Lab

- Artistic and experimental use of MPS Fab Lab means generally one or a kind creations.
- Prototyping would involve making items for testing for functional or marketing purposes.
- Production use means the experimenting and prototyping are over and the emphasis is on making multiple copies of some item or product.
- Your MPS Fab Lab membership includes using our machines and resources without additional charge for machine use. You will, however, pay for or provide materials you use. We encourage entrepreneurs to use MPS Fab Lab to develop solutions for problems that might have a future commercial value.
- For Production Use, we may ask you to pay a reasonable additional charge for use of the machines. This may include jobs where substantial quantities are produced both for profitable sale and for non-profit donations. Please check with us before launching a Production Run and we'll attempt to work something reasonable with you.

MPS Fab Lab Member Agreement and International Fab Lab Charter

As a Fab Lab user, I will...

1. Be willing to share the space with others, without prejudice.
2. Be willing to learn new skills and knowledge with minimal assistance, and ask questions when I am unsure how something works.

3. Share my knowledge with those less experienced, if I'm able.
4. Leave my workspace clean and tidy, and return all tools and supplies to the right place.
5. Pay for all consumable materials and supplies that I use.
6. Practice the Golden Rule, and respect others' ideas and property.
7. Be creative, enthusiastic, and broaden my horizons.
8. Be respectful of others, and maintain a pleasant atmosphere in the Fab Lab.
9. Have fun, and allow others to do the same.
10. Wear a name tag at all times while in the Fab Lab, for safety and to promote a community atmosphere.



The International Fab Charter

What is a fab lab?

Fab labs are a global network of local labs, enabling invention by providing access to tools for digital fabrication

What's in a fab lab?

Fab labs share an evolving inventory of core capabilities to make (almost) anything, allowing people and projects to be shared

What does the fab lab network provide?

Operational, educational, technical, financial, and logistical assistance beyond what's available within one lab

Who can use a fab lab?

Fab labs are available as a community resource, offering open access for individuals as well as scheduled access for programs

What are your responsibilities?

Safety: not hurting people or machines operations.

Assisting with cleaning, maintaining, and improving the lab knowledge.

Contributing to documentation and instruction.

Who owns fab lab inventions?

Designs and processes developed in fab labs can be protected and sold however an inventor chooses, but should remain available for individuals to use and learn from

How can businesses use a fab lab?

Commercial activities can be prototyped and incubated in a fab lab, but they must not conflict with other uses, they should grow beyond rather than within the lab, and they are expected to benefit the inventors, labs, and networks that contribute to their success.

Membership Fee Schedule for Community Access to MPS Fab Lab

MPS Fab Lab is available to all members of the public after the purchase of a monthly or yearly membership plan and completion of the Safety and Orientation course. Supplies and materials are available for purchase or members may supply their own materials. Any proceeds from Fab Lab revenue are used for the future sustainability of the lab.

Join MPS Fab Lab

MPS Fab Lab offers different membership options to suit your specific needs. Our most basic membership package is for individual adults. If you're a "power user" and need the ability to reserve machine time, we offer a premium membership plan. We also offer discounted student and educator memberships. Below are our membership options, along with their details. If you have any questions, please contact us at (918)684-3780 or mpsfablab@roughers.net.

All Membership Levels

Require no contractual agreement, with no refund or cancellation. Memberships include access to the lab during member hours, complimentary lab safety and orientation courses, instruction on lab workstations and equipment, and special invitations to lab events and activities.

MPS Students/Staff- FREE

- Students have free access to the lab and its materials (in moderation). In the event of excessive material use, the student may end up with a charge placed on their PowerSchool account.
- Students 16 years of age or older may use the lab with a parent/guardian signature. Students age 15 and younger may use the lab, but must be accompanied by a parent/guardian. The parent/guardian is only allowed on the equipment currently in use by the student.
- Educators and staff will only be charged if the lab's materials are used.

Student/Educator (Outside of MPS)- \$10/month

- For students, the same age limits mentioned above apply.
- This membership also includes students in college.
- College students must provide proof of enrollment (school issued ID, semester schedule, etc.).
- Educators must provide proof of employment. An ID is preferable.
- This membership allows equipment to be reserved. Cap is 1 hour per machine per day with a maximum of 10 cumulative hours a week.

Individual- \$20/month

- Valid for one month from the completion of the safety and orientation course.
- Includes use of the lab machinery at-will outside of **Premium Member** reservations up to one hour per machine per session (unless approved otherwise by lab manager).
- Must be at least 18 years old.

Premium Individual- \$30/month

- Valid for one month from the completion of the safety and orientation course.
- Includes priority reserved use of lab machinery during normal operating hours up to 2 hours per machine per day and up to 20 cumulative reservation hours per week.
- Half price fees on 3D printer filament.
- More perks to be determined in the near future.
- Must be at least 18 years old.

Annual Individual- \$140

- Valid for one year from the completion of the safety and orientation course.
- Includes use of the lab machinery at-will outside of **Premium Member** reservations up to one hour per machine per session (unless approved otherwise by lab manager).
- Must be at least 18 years old.

Premium Annual Individual- \$210

- Valid for one year from the completion of the safety and orientation course.
- Includes priority reserved use of lab machinery during normal operating hours up to 2 hours per machine per day and up to 20 cumulative reservation hours per week.
- Half price fees on 3D printer filament.
- More perks to be determined in the near future.
- Must be at least 18 years old.

All memberships begin as soon as the safety and orientation course is completed. Therefore, it is recommended to purchase a membership directly after attending this course. The course is currently scheduled every Thursday from 4:00PM to 6:00PM. If you are absolutely unable to attend within this time frame, contact the lab manager to schedule a time that works for you.

Model Release for Photography and/or Video Imagery

For valuable consideration received, I grant to MPS Fab Lab the absolute and irrevocable right and unrestricted permission concerning any photography or video taken of me or in which I may be included with others, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if he/she so chooses. I acknowledge that MPS Fab Lab will not use, publish, or otherwise distribute the full name of any MPS Fab Lab member under 18 years of age. I release and discharge MPS Fab Lab from any and all claims and demands that may arise out of or in connection with the use of the photography or video, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, as well as the person(s) for whom he/she took

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR ACCESS TO AND USE OF MPS FAB LAB

NOTICE:Read this document carefully before signing. It is a waiver of rights and an acknowledgement of your understanding of the rules and regulations for use of MPS Fab Lab. It is a legally binding document.

1. In consideration for receiving services, material and permission to use MPS Fab Lab, related contents, and equipment, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, MPS Fab Lab, The Fab Foundation, Muskogee Public Schools Independent School District No. 20, The State of Oklahoma, their officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such use, or while in, on or upon the premises where the facility use is occurring.
2. I am fully aware of the unusual risks involved and hazards connected with any kind of use of MPS Fab Lab, especially the operation of machine tools and related metalworking, woodworking, and small electronics activity, and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained by me, or any loss or damage of property owned by me,

as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Oklahoma.
5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement and the attached Rules of Use for MPS Fab Lab, understand both and sign this release voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement and Rules of Use, have been made; I am at least eighteen (18) years of age and fully competent.

I HEREBY ATTEST THAT I HAVE READ THE ABOVE DOCUMENTS, AND BY SIGNING THE ATTACHED SIGNATURE PAGE AGREE TO ADHERE TO THE PROVISIONS IN AND OF:

- MPS Fab Lab General Information
- MPS Fab Lab Policies
- MPS Fab Lab Member Agreement, including the International Fab Lab Charter
- Model Release
- Liability Waiver and Hold Harmless Agreement

I ACKNOWLEDGE THAT NONCOMPLIANCE WITH THE POLICIES STATED IN THE AFOREMENTIONED DOCUMENTS MAY RESULT IN TERMINATION OF MY MEMBERSHIP WITHOUT REFUND, AND THAT I MAY NOT BE ALLOWED TO RETURN.

Full Legal Name (Print)

Signature

Date

Member Type: (Please make checks payable to: Muskogee Public Schools)

_____ MPS Faculty/Staff (FREE)

_____ Student/Educator (\$10/month)

_____ Individual (\$20/month)

_____ Prem. Individual (\$30/month)

_____ Annual Individual (\$140)

_____ Prem. Annual Individual (\$210)

Member Information:

Name: _____

Mailing Address: _____

City, State, Zip _____

Primary Phone: _____ Additional Phone: _____

Email: _____

_____ Member Name (Print)

_____ Member Signature

_____ Date

Emergency Contact:

_____ Contact 1

Name: _____ Number: _____

Relationship: _____

_____ Contact 2

Name: _____ Number: _____

Relationship: _____

Waiver, Assumption of Risk and Release

After reviewing, please complete all fields and sign where required.
This waiver authorizes your use of the Muskogee Public Schools Fab Lab.

I, _____, have taken the Safety and Orientation Course and I have read, understood, and agree to abide by the safety rules as stated within the course. I understand that the Safety and Orientation Course contains mandatory safety procedures that I shall observe at all times.

I understand that although I have been introduced to safety procedures in the Fab Lab, there may be problems with equipment, materials, or the lab environment that could cause injury. I agree to ask for assistance from assigned lab personnel whenever I have a question about anything related to the Fab Lab. I fully recognize and appreciate the dangers and hazards inherent in participating in the lab. I assume the risks of personal injury, including death, in participating in the Fab Lab. I understand that any violation of campus or Fab Lab rules may result in termination of my privilege to use the lab.

I will not hold responsible Muskogee Public Schools for liability arising from injury or damages as a result of my participation in using the Fab Lab unless it is due to willful fault or gross negligence on the part of the district. I consent to receive emergency medical treatment, if necessary, if injured from my use of the Fab Lab.

To the best of my knowledge, there are no physical or other conditions that will interfere with my use of the lab. I am at least 18 years of age and I enter this agreement knowingly and voluntarily.

Equipment:

3D Printers

Signature

Date

Epilog Helix

Signature

Date

Wood Shop Tools

Signature

Date

Metal Shop Tools

Signature

Date

Bench Top Mills

Signature

Date

Vinyl Cutter

Signature

Date