



EVPL PRESERVATION STUDIO USE AGREEMENT

In consideration of Evansville Vanderburgh Public Library (“EVPL”) granting to the undersigned (the “Library User”) access to and the use of its “Preservation Studio,” the Library User agrees as follows:

1. The Library User accepts full responsibility for using the Preservation Studio to reproduce or otherwise copy digital or other materials and accepts full responsibility for protecting Library User’s property in using the Preservation Studio. The Library User acknowledges that EVPL has not made any representations or warranties respecting any of its equipment, or the capabilities of the equipment in the Preservation Studio. The Library User uses the Preservation Studio and the equipment therein at the Library User’s own risk and EVPL has no responsibility for any damage or loss caused to Library User during the Library User’s use of the Preservation Studio. The Library User will bear financial responsibility for the cost, repair, or replacement of EVPL’s equipment caused by Library User for any misuse of the equipment, beyond normal wear. EVPL makes no representation or warranty with respect to its equipment. The Library User represents that the Library User has or will acquire the expertise to use the equipment in the Preservation Studio. The Library User is cautioned to make copies before deleting any recordings. For security and privacy, all Preservation Studio equipment is regularly erased and cannot be recovered. Equipment that uses removable media storage cards or has hard drives for media storage will be erased upon return and cannot be recovered.

2. Library User agrees that Library User will not, under any circumstances, initiate any legal action against EVPL, its users, volunteers, guests, and agents, nor will Library User assist in the prosecution of any such legal action filed by another, arising out of an injury or damage to person or property arising during any use of the Preservation Studio. This extends to include the heirs, executors, administrators, or assigns of me.

3. The Library User may not use the Preservation Studio for commercial purposes and may only use the Preservation Studio for personal use. In using the Preservation Studio, the user will comply with all fair use and copyright laws. U.S. copyright law provisions for fair use of music, artwork, and other creative works are extremely restrictive. The Preservation Studio equipment may not be used to illegally upload, download, file share, duplicate, or copy copyrighted materials including software, music, videos, and graphics. This includes the use of online services that facilitate



the unlicensed sharing of media files. Duplication of commercial CDs or DVDs is not permitted. Concerns about copyright infringement extend to the use of equipment to duplicate copyright-protected documents and graphic materials. Each Library User assumes all responsibility for observing copyright restrictions when using scanners in the Preservation Studio. The Preservation Studio may not be used for campaigning, taking surveys, or soliciting for any cause. EVPL will not provide any assistance that indicates an endorsement of religious organization or political campaign for public office.

4. The Library User agrees to comply with EVPL's rules of conduct and the EVPL's public library computer use policy and may be refused access and/or lose full library privileges for any violation of the rules of conduct, the computer use policy, the terms of this agreement, or any other EVPL policy.

5. The Library User must provide digital media storage for any desired files. These can include blank CDs, DVDs, flash drives, portable hard drives, smart phones, etc. Any files that are left on the Preservation Studio equipment will be deleted without prior notification to the Library User. EVPL is not responsible for any equipment or files left behind in the Preservation Studio.

6. All minors must be accompanied at all times by a parent or guardian.

7. Food and drinks are not permitted in the Preservation Studio. EVPL reserves the right to limit the number and length of sessions and the number of appointments per month for any user, or any group of users.

8. The Preservation Studio may only be used for safe and lawful purposes. EVPL reserves the right to refuse to print material at staff's discretion. The Library User may not use EVPL's Preservation Studio to create materials that are:

- a. Prohibited by local, state or federal law.
- b. Unsafe, harmful, dangerous or that pose an immediate threat to the well-being of others.
- c. Likely to fail or print incorrectly or likely to cause damage to the Preservation Studio.



d. In violation of another's intellectual property rights.

9. LIBRARY USER HEREBY RELEASES EVPL FROM ANY AND ALL LIABILITY RELATING TO INJURIES AND DAMAGES THAT MAY OCCUR DURING LIBRARY USER'S USE OF THE PRESERVATION STUDIO AND LIBRARY USER WILL HOLD EVPL HARMLESS FROM ANY LIABILITY FOR ANY CLAIM, DEMAND, LOSS OR DAMAGES WHICH MAY BE SUSTAINED AND SUFFERED INCLUDING DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART, BY EVPL OR OTHERS SUSTAINED DURING MY USE OF THE PRESERVATION STUDIO.

LIBRARY USER HAS READ THE ABOVE WARNING, WAIVER, RELEASE, AND ASSUMPTION OF RISK. LIBRARY USER FULLY UNDERSTANDS ITS CONTENTS, AND THAT LIBRARY USER HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. LIBRARY USER HEREBY SIGNS IT VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO LIBRARY USER AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Dated: _____

Signature

Printed Name

Parent or Guardian (if Participant is under 18 years of age)

Contact Information:

Library Card Number:
