

ACPL

Agreement between TekVenture Incorporated an Indiana 501.c.3 Non-profit Corporation (TekVenture) and the Allen County Public Library (ACPL)

The purpose of this agreement is to enable TekVenture to use ACPL premises to conduct an experiment to learn more about the public interest in making things using new information processing and digital prototyping tools in a special "Maker Station" laboratory on ACPL grounds.

TekVenture and ACPL agree as follows:

1. TekVenture will create or have created a "Maker Station," a self-contained workshop space equipped with tools and materials and staffed by volunteers selected and provided by TekVenture. TekVenture will permit members of TekVenture and limited members of the public, selected in TekVenture's sole discretion, access to Maker Station facilities.
2. ACPL will host the Maker Station in the ACPL parking lot located at Washington Street and Webster Street in Fort Wayne, Indiana 46802, and ACPL shall allow a footprint as designated in the "Maker Station Requirements." Such area and "Maker Station Requirements" are further described in "Exhibit A," attached hereto and incorporated herein as part of this agreement (the "Maker Station Space"). Except as provided in Paragraph 23, TekVenture shall have exclusive use of the area in which the Maker Station Space is located, and shall, to maintain the safety and security of the Maker Station Space facility and those using it, have the right to exclude any individual from the Maker Station Space or its immediate surroundings.
3. TekVenture agrees to collaborate with the ACPL towards the development of programs which take advantage of Maker Station facilities.
4. Subject to the limitations set forth herein, ACPL will allow reasonable parking accommodations for TekVenture on ACPL parking lots located in Downtown Fort Wayne. TekVenture staff, volunteers and members will be required to pay for said parking at the going rate, or, in the alternative, may use an ACPL library card to validate parking tickets inside the ACPL main library facility at such times as it is open to public. If the ACPL main library facility is not open to public, TekVenture staff, volunteers and members must pay for the parking as required by the individual lot. ACPL will also provide electricity, telecommunication, and limited security services to the Maker Station, as stated in the "Maker Station Requirements," at no cost to TekVenture. ACPL's security services to TekVenture shall be limited to provide a telephone line that TekVenture may use for installation of a security alarm system. ACPL will not be responsible for patrolling, guarding or otherwise securing the Maker Station or the Maker Station Space at anytime. Notwithstanding the foregoing agreement to providing access to parking, TekVenture acknowledges that ACPL parking lots are full during certain non-ACPL events, such as baseball games and festivals. In such events, ACPL parking lots may not be available for purposes of this agreement.

5. Subject to Paragraph 22, TekVenture reserves the right to charge fees for access to Maker Station facilities, including but not limited to the use of tools, training, and membership benefits.
6. TekVenture will provide specific times for non-TekVenture member ACPL patrons to access the Maker Station by reservation to observe demonstrations of equipment and techniques. There will be no charge to ACPL or ACPL patrons for such demonstrations.
7. To further the goal of providing the citizens of Allen County with the opportunity to utilize the resources of the Maker Station, TekVenture agrees to conduct workshops for ACPL patrons which will involve actual use of Maker Station tools and equipment and access to instruction and assistance from TekVenture staff. ACPL shall pay applicable access fees to TekVenture for such workshops, subject to Paragraph 22. TekVenture reserves the right to require all ACPL patrons entering the Maker Station for any purpose to sign a liability waiver and release.
8. For purposes of promoting the program to the public, the ACPL will permit TekVenture to create and install temporary exhibit panels and devices inside ACPL facilities in areas authorized in writing by ACPL. ACPL further agrees to permit TekVenture to conduct prescheduled demonstration sessions inside the ACPL, including use of ACPL computer, video, and other facilities.
9. To the extent TekVenture and ACPL agree to conduct any TekVenture workshops inside of any ACPL building, TekVenture reserves the right to charge a fee, subject to Paragraph 22. TekVenture further reserves the right to require all attendees of such workshops to sign a TekVenture liability waiver and release.
10. To maintain a safe operating environment the number of persons inside Maker Station will not exceed eighteen (18) persons at any given time. Except as provided in Paragraph 23, TekVenture reserves the right to accept or reject persons into the Maker Station in its sole discretion, on a first-come-first-served basis or by advanced registration.
11. Except as provided in Paragraph 23, TekVenture reserves the right to refuse access to and/or to remove any person at any time and for any reason from the Maker Station Space or other ACPL authorized area. Priority considerations in taking any such actions are personal safety, safety of other persons in the Maker Station at the time, proper use of tools and privileges and public decorum. If a patron is refused access or asked to leave Maker Station, any fees that patron has paid for that access shall be refunded in full.
12. All persons accessing the tools, equipment or programs in the Maker Station will be required to sign liability waivers holding harmless TekVenture Incorporated, its staff, volunteers and agents as well as the ACPL. TekVenture will provide appropriate training in the safe use of all tools for any persons accessing those tools. All safety training will be free, however, training in the use of specific tools may require payment of fees provided those fees are confirmed in accordance with the terms set forth in Paragraph 22.
13. Any fees charged by TekVenture in connection with the Maker Station, instruction, or TekVenture workshops shall be collected and retained by TekVenture.

14. TekVenture will carry a \$2,000,000 aggregate liability insurance policy for operations including the Maker Station, and will supply ACPL with a certificate naming ACPL as an additional insured party.
15. Subject to the parking limitations set forth in Section 4 of this agreement, TekVenture staff, volunteers, and members will retain the right to conduct business and access the Maker Station at all times, regardless of whether the ACPL facility where the Maker Station is located is open or operating.
16. TekVenture may move the Maker Station to a different site for the Fort Wayne Regional Maker Faire® Powered by TekVenture. Following the 2013 Maker Faire® the Maker Station will resume operations at the ACPL location.
17. ACPL and TekVenture may agree to collaborate on researching funding sources and drafting and submitting grant requests to finance costs to both organizations for operation of Maker Station. Grant requests mutually submitted will specify allocation of specific amounts to each organization.
18. Term of agreement. This agreement will expire on June 30, 2014. Either party may terminate this agreement by giving sixty (60) days' written notice to the other party.
19. TekVenture agrees to protect, defend, indemnify and save harmless ACPL and its trustees, officers and employees ("ACPL") against all liabilities, obligations, claims, damages, penalties or causes of action, costs and expenses, including reasonable attorney fees incurred or asserted against ACPL or TekVenture by reason of this agreement and/or TekVenture's use of ACPL's property or in any way related to TekVenture's activity thereon, excepting only such claims resulting from the gross negligence of ACPL. Further, TekVenture shall save harmless ACPL for the acts of any person causing damage or malfeasance to TekVenture's property, except when such damage is caused by the direct gross negligence of ACPL.
20. This agreement may not be amended except in writing executed by all parties.
21. The relationship between TekVenture and ACPL shall at all times remain solely that of independent contractor and shall not be deemed a partnership or joint venture.
22. Any imposition on ACPL or its patrons of fees or other charges by TekVenture under this agreement may only be imposed after the written consent of ACPL, in which ACPL agrees to the terms, conditions and rates of such fees.
23. ACPL and its staff shall, at all times during the term of this agreement, maintain right of access to the Maker Station Space or other ACPL authorized areas so long as such persons do not unreasonably interfere with the safety of activities conducted in such areas.
24. The terms of this agreement constitute the entire agreement between the parties.

Gregory G. Jacobs, President

Gregory G. Jacobs, President
TekVenture Incorporated

Date: 8/26/13

Jeffrey R. Krull

Jeffrey R. Krull, Director
Allen County Public Library

Date: 7/25/13

Exhibit A

Maker Station Site Requirements:

Footprint: 60ft. x 20 ft. x 15 ft. high includes allowance for 10 ft. beside unit for public access, stairs and handicap lift supplied with unit.

Unit exits face (East)

200 amp service hard wired into breaker box on front end of unit (North end). Grounding rod may be required.

Tie downs required. Unit is blocked and leveled under chassis by contract hauler.

Telephone line including Fios or broadband connection required for video transmission.

Security alarm through 24 hr. telephone required.