

THE DOROTHY LUMLEY MELROSE CENTER FOR TECHNOLOGY, INNOVATION AND CREATIVITY

TERMS OF USE

Requirements for Melrose Center Access: The Melrose Center is comprised of several spaces (the "Spaces"), including (a) the Audio Production Studio, the Video Production Studio, the Photo Studio ("the Studios"), (b) Sound Booths, Simulators, Editing Bays, Interactive Media Wall, Wireless Multi-Display Units (the "Equipment"), and (c) the Fabrication Lab, Editing Workstations, Creative Workspaces, Tech Central, Melrose Classroom, and Conference Room (the "Facilities"). Prior to using the Melrose Center ("Center"), users must register for a resident library card or a Melrose Center card ("Cardholder"). Cardholders are required to have updated photos, their birthdate and their email address added to accounts. For use of the Center's Spaces, a Cardholder's Library account must be in good standing, meaning that all fees and fines must be paid and any other outstanding issues on the account must be resolved.

To access the Center Cardholders must complete a General Orientation and agree to these Terms of Use. Prior to reserving a Studio or Simulator, Cardholders must receive the required orientation and training for access to the applicable Space and demonstrate proficiency in using the library-owned technology based on a hands-on assessment. Orientations and assessments are free to all Cardholders. Library staff reserves the right to require a Cardholder to receive additional orientation and training if the recommended proficiency is not met by a Cardholder.

Persons with a disability may request reasonable accommodations to be able to attend a class or use certain Spaces. Such request must be made at least seven (7) days prior to the date of requested use.

Reserving Time in the Center: To reserve a space requiring a reservation, Cardholders must be 18 years old or older. Juveniles under 18 years old must be accompanied and supervised at all times by the adult Cardholder (18+ years of age) who made the reservation. Juvenile Cardholders 15 years old or older can reserve an Editing Workstation or a Simulator with their own library accounts and a parent or guardian is not required to be present. A Cardholder can make a reservation in-person at the Center or call 407-835-7323.

If a Cardholder is 15 minutes or more late to their Studio reservation time, access to the Studio will not be granted, and a \$25 Late Cancellation/No Show fee will be assessed to the Cardholder's account. If the Cardholder is 15 minutes or more late to their Equipment reservation time, access to the Equipment will not be granted and a \$5 Late Cancellation/No Show fee will be assessed to the Cardholder's account. Any reservation must be cancelled not later than 11:59 pm three days prior to the reservation time in order to avoid the Late Cancellation fee. For instance, if a reservation was made for anytime on Friday, the cancellation must be made no later than 11:59 pm on the prior Tuesday. These same cancellation rules apply for weekend days as the Center is open 7 days.

A Cardholder who makes a reservation for a Space must be present in the reserved Space for the duration of their reservation time. Certain charges to use the Center may apply based on the Space or service used and on the Cardholder's status. Please see a staff member for details. The Center may close classes for which insufficient registrations were made.

Setup, breakdown, saving of work, and clean-up times are built into, are part of, and will not extend the reservation time. The studio must be restored back to its original condition by the Cardholder before the end of the reservation time. There is no grace period. Failure to check out by the end of the reservation time will result in a \$25 fee.

Security: While using a Studio, Editing Bay or Sound Booth Space, an Access Card will be provided to the Cardholder. Doors for such Spaces automatically lock when closed and are accessible only to those with an authorized Access Card. Failure to return the Access Card prior to leaving for the day will result in a \$20.00 charge to the Cardholder's account. Subsequent return of the Access Card will not result in waiving the charge. The Center is video monitored. Cardholder's guests will not be issued an Access Card.

Personal Equipment and data: Security of a Cardholder's and/or their guests' personal items is the sole responsibility of the Cardholder and/or their guests. All personal items must be removed from the Space at the end of the reservation. Personal items cannot be left overnight in a Space. No personal items of a Cardholder and/or their guests can be connected to any library-owned apparatus or technology without the prior knowledge of and approval by Center staff.

OCLS is not responsible for the loss, theft, copying, destruction, or damage of a Cardholder's and/or their guests' files. Cardholders and/or their guests are responsible for transferring or saving their personal files to their personal cloud server or to their personal external drive. Center computers will be rebooted after the reservation period ends and all Cardholder and/or their guests files saved on the library-owned computer(s) will be deleted.

Financial Responsibility: The Cardholder is financially responsible for the full cost of the repair or replacement of any damaged, stolen, or missing library-owned apparatus or technology from the Space used by the Cardholder and/or their guests. An equipment review will occur between the Cardholder and Library staff prior to and after use of a Space. The Cardholder must request such review to protect Cardholder from an incorrect claim. Any damage or technical problems related to the library-owned apparatus or technology must be immediately reported to a staff member. Please do not attempt to troubleshoot any equipment.

The Orange County Library System ("OCLS") may terminate or suspend any and all use of the Center, without prior notice or liability, if a Cardholder breaches any of the terms or conditions of these Terms of Use. Upon termination, a Cardholder's right to use the Center will immediately cease. All provisions of these Terms of Use that by their nature should survive a Cardholder's termination of rights of use shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Rules of Conduct: Cardholders and Cardholder's guests to the Center agree to adhere to these Terms of Use in order to obtain access to a Space. Certain Spaces have particular rules (e.g., limitations of daily use, prerequisites for use, advance reservations) posted at each individual Space or on the Center's web page or informational brochures or handouts. As a condition of use of the Spaces, each Cardholder and their guests also promise not to use the Spaces: (1) for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by the Center; and (2) to violate any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding intellectual property rights).

No drinks or food are allowed in the Spaces, except that bottled water and tumblers with screw-on lids are allowed in Tech Central and in the Creative Workspace only.

Cardholders and their guests are not permitted to access or create materials containing visual depictions that are obscene, contain pornography, or which might be considered harmful to minors.

A guest of a Cardholder may be denied access to the Center or to any Space therein in the sole discretion of the OCLS staff. A guest shall not abuse their status as a guest by repeated visits to the Center as a guest rather than as a Cardholder.

Intellectual Property Rights: Cardholders and their guests must respect the intellectual property rights of others. Most music, photos, videos, and artwork, among other creations, are protected as intellectual property under state, federal and international law, including but not limited to copyright, trade secret, patent, and trademark laws. OCLS is not responsible for any infringement of intellectual property rights that might occur by a Cardholder's or their guests use of or access to the Spaces. A Cardholder may be liable for damages (including costs and attorneys' fees) if he, she, or their guest infringes the copyright or intellectual property rights of another, whether intentionally or otherwise, or if the Cardholder or their guest misrepresents that an activity is not infringing the copyrights or other intellectual property rights of others. If a Cardholder or their guest is uncertain whether an activity constitutes infringement, OCLS recommends that the Cardholder or their guest seek the advice of an intellectual property attorney.

Copyright Complaints: OCLS respects the intellectual property of others. OCLS responds expeditiously to claims of copyright and other intellectual property infringement. OCLS will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. OCLS will terminate access for a Cardholder or their guest who has infringed any intellectual property rights.

Warranty Disclaimer: THE SPACES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Limitation of Liability: IN NO EVENT SHALL OCLS OR ITS SUCCESSORS, ASSIGNS, AFFILIATES, LICENSORS, AND THEIR RESPECTIVE OFFICERS AND EMPLOYEES BE LIABLE (a) UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL THEORY WITH RESPECT TO A CARDHOLDER'S OR THEIR GUESTS' USE OF THE SPACES OR ANY DOWNLOADS, COPIES, OR RECORDINGS; (b) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, STATUTORY, INCIDENTAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OF ANY KIND WHATSOEVER. NOTHING IN THESE TERMS OF USE IS INTENDED TO, OR WILL OPERATE TO, LIMIT OR AFFECT OCLS'S RIGHT TO ASSERT SOVEREIGN IMMUNITY UNDER FLORIDA STATUTE SECTION 768.28 AND ELSEWHERE UNDER FLORIDA LAW.