



## **BREVA CREATIVE**

### **Member Policy Handbook**

Welcome to Breva Creative, a makerspace in San Antonio, Texas. As a member of our makerspace, we ask that you familiarize yourself with the policies and guidelines set forth in this handbook. By using our facility, equipment, and services, you are agreeing to comply with all policies and guidelines outlined below.

1. Age and Identity Requirements:
  - a. Membership at Breva Creative is exclusively available to individuals who are 18 years of age or older. By applying for membership, an applicant affirms that they have reached the age of 18. Verification of age may be required as part of the membership application process.
  - b. Valid proof of identity in the form of a standard government-issued photo identification is required to become a member of the makerspace.
  - c. A regularly checked email and phone number is also required in case of emergencies, questions about stored personal materials, monthly class schedules and member-only events. We will limit these emails to the best of our ability and will not send spam.
2. Liability Waiver and Release Agreement
  - a. Members shall sign a Liability Waiver and Release Agreement before using the facility and equipment.
  - b. The Agreement releases Breva Creative, its owners, officers, directors, employees, volunteers, and agents from any liability for personal injury or property damage incurred while using the facility and equipment.
3. Safety Training
  - a. All prospective makerspace members must attend any required makerspace safety classes before becoming a member, no exceptions.
  - b. Breva Creative also highly recommends renewing your tetanus shot every 10 years. Talk with your doctor for more information.
4. Membership Fees and Payments
  - a. Members shall pay their membership dues on a recurring basis. Payments are due on the 1st of every month. A 3-business day grace period will be allowed. After that, the membership will be canceled, and re-registration and registration fees will

be required. Repeated failure to pay on time may result in a non-renewal of the membership.

- b. Membership pricing is subject to change. Reasonable notice will be provided in the event of a membership price change.

5. Facility Access and Hours of Operation

- a. Members may access the facility during designated hours of operation, as set forth by Breva Creative. Hours of operation are subject to change without notice.
- b. Members shall not enter or remain in the facility outside of designated hours of operation, unless previously arranged with Breva Creative.
- c. Members are responsible for turning off equipment when leaving. Members who fail to turn off equipment may be liable for any harm or damage caused as a result of failing to turn off the equipment. This includes but is not limited to damage to the equipment, facility, or harm to individuals. Members agree to indemnify and hold harmless Breva Creative from any claims, damages, or expenses arising out of such incidents.

6. Equipment Use and Safety

- a. If you or someone you witness is injured while on Breva Creative property, **IMMEDIATELY** notify a staff member, and if necessary, call emergency responders.
- b. Members shall **IMMEDIATELY** turn off and report any equipment malfunctions or safety concerns to Breva Creative staff. Members shall **IMMEDIATELY** report any unsafe behavior by anyone on Breva Creative property to staff.
- c. Members are responsible for using equipment safely and properly, following all safety guidelines, wearing all necessary safety gear, reading equipment manuals, and seeking help from staff if they are confused or cannot safely operate equipment. Equipment information is located at each tool station with a QR code.
- d. Do not use equipment that you have not been trained in how to use.
- e. **NEVER** leave a piece of equipment unattended while in use. Always power down equipment after use.
- f. **PPE**, such as safety glasses or hearing protection, must be worn as required. Safety glasses and hearing protection are provided.
- g. **CLOSE-TOED SHOES ARE REQUIRED** for any member or guest for access to the facility. Certain equipment may also require hair and any dangling items, like jewelry or hoodie strings, to be secured or covered before use. Some equipment may require long sleeves and long pants to prevent burns. Breva Creative has the right to refuse service to members or guests who do not comply.
- h. **NOISE CANCELING HEADPHONES** shall not be worn in the makerspace. Auditory cues often help in noticing equipment malfunctions, and immediate danger.
- i. Members and members' guests shall be liable for replacement cost of any damaged tools or equipment belonging to Breva Creative due to negligence or misuse. If an accident occurs that causes damage to our equipment, let a staff member know immediately.
- j. When machines are out of order, staff will attempt to contact members with

equipment reservations. This courtesy cannot be guaranteed.

- k. Equipment, tools, safety equipment, or other property of Brevia Creative must not be removed from Brevia Creative's space. Although mistakes happen, you must return anything you have accidentally taken from the makerspace (i.e., safety glasses, etc.). Deliberate theft of our equipment or others' personal effects will not be tolerated and will result in an immediate termination of makerspace membership.
- l. **Members shall not use external USB drives** to transfer files from personal computers to ours. USB drives are notorious for spreading malware. Instead, members shall use our in-house file transfer system.
- m. Makerspace computers are designated for the use of all members, and as such, shall only be used for research and digital file creation. Computers are monitored with tracking software. Social media, explicit material, games, and other non-makerspace related material are banned on the makerspace computers and devices.
- n. Patrons must return tools to their original location in a clean state, as well as clean the workspace before departing. Repeated failure to do so may result in termination of your membership.
- o. Lockers and personal workspaces are available at an additional monthly cost. Lockers and desks must be kept clean, organized, and locked when not in use. Brevia Creative has the right to inspect locker and workspace contents randomly to ensure there are no dangerous or prohibited items being stored. Brevia Creative is not responsible for any missing, stolen, or damaged items that are stored at Brevia Creative.
- p. In the event that any property is left at the makerspace, Brevia Creative commits to undertaking reasonable efforts to identify, locate, and notify the owner of the property in question. Property that is left at the makerspace must be claimed and retrieved by the owner within 60 days from the date it is left at the premises. During this period, Brevia Creative will make reasonable efforts to identify the owner of the property and attempt to contact the owner to facilitate the return of the property. Should any property remain unclaimed after 14 days, Brevia Creative will consider the property as escheated to the state but will continue to hold the property under our care for the remainder of the 60 days. If the property remains unclaimed after the 60-day period, Brevia Creative will consider the property as abandoned and ownership of the property shall be transferred to Brevia Creative. Brevia Creative shall not be responsible for the loss, damage, or theft of any items left in the makerspace prior to retrieval or during the period in which they are held under Brevia Creative's care awaiting collection by the owner. Owners leave items at their own risk and Brevia Creative disclaims all liability for any loss or damage that may occur.

#### 7. Behavior and Conduct

- a. Respect the makerspace, clean up after yourself, and return tools and equipment to their designated locations after use.
- b. Members shall behave in a respectful and professional manner towards staff, other

members, and visitors. Respect the privacy of other members or guests.

- c. Members shall not engage in any illegal or inappropriate activities on Brevia Creative premises.
  - d. Report any suspicious activity to Brevia Creative **IMMEDIATELY**.
  - e. Brevia Creative is committed to providing a safe and welcoming environment for all members. Members shall refrain from any behavior that may be considered harassment, discrimination, intimidation, or bullying towards staff or other members. Members shall report any incidents of harassment, discrimination, or bullying to Brevia Creative staff **IMMEDIATELY** in writing.
  - f. No offensive, obscene, or overtly political attire is allowed. A shirt and shoes are required. Brevia Creative has the right to refuse service to members or guests who do not comply.
  - g. Covered drinks are permitted in the makerspace. Food is only permitted in the multipurpose room.
  - h. Use of tobacco or marijuana products, including chewing tobacco, synthetic tobacco products, or electronic cigarettes (smokeless or their equivalent) inside the makerspace or within 20 feet of an exterior door is not permitted. Such use will result in immediate termination of makerspace membership.
  - i. **Use of alcohol** or other mild-altering substances prior to or during facility use is not permitted and will result in an immediate termination of makerspace membership. Brevia Creative has a **zero-tolerance policy** when it comes to mixing alcohol or drug use with dangerous equipment.
  - j. Be courteous of your noise level and keep music to a low volume. Comply if another member or staff asks you to be quiet.
  - k. Ignoring requests or disobeying the direction of a Brevia Creative owner, officer, director, employee, volunteer, or agent, whether in regard to safety or other, may result in a termination of makerspace membership.
8. Guests and Visitors
- a. Members may bring **one guest** to Brevia Creative, but guests must be accompanied by a member at all times, and they must sign a liability waiver, and they will not be allowed to use any tools, equipment, or supplies that the makerspace offers. Guests must check in with staff to sign in and be given a badge that must be worn for the duration of the visit and returned when they leave.
  - b. Members are solely responsible for their guests' conduct and shall ensure that their guests comply with all policies and guidelines set forth in this handbook.
  - c. All guests must be aged 14 or older to be permitted entry into the makerspace. If a guest is under the age of 18, the guest must always be accompanied by a legal guardian in the makerspace.
9. Intellectual Property
- a. Members are solely responsible for the intellectual property they create or use at Brevia Creative.
  - b. Brevia Creative does not claim ownership over any intellectual property created or used by members.
  - c. Members shall obtain any necessary licenses or permissions for the use of third-party intellectual property. Nothing shall be made in the makerspace that is in

violation of another's intellectual property rights. For example, the 3D printers will not be used to reproduce material that is subject to copyright, patent, or trademark protection. Brevia Creative is not responsible or liable for a member's failure to do so. Members shall hold Brevia Creative harmless and indemnify Brevia Creative against any claims, damages, or legal actions resulting from the Member's failure to comply with intellectual property laws or from any unauthorized use of intellectual property within the makerspace. Brevia Creative is not responsible or liable for a Member's failure to obtain the appropriate licenses or permissions.

#### 10. Personal Property

- a. Brevia Creative reserves the right to halt, delete, confiscate, or disallow the creation of items that violate our policies, including the creation of weapons, fake weapons, obscene materials, or illegal items.
- b. Brevia Creative is not responsible if a member's project or raw materials or personal property are destroyed, does not print correctly, or does not work.
- c. Brevia Creative is not responsible for time delays for broken equipment or equipment wait time. Any equipment needed for time-sensitive projects should be booked online ahead of time if available.
- d. Brevia Creative is not responsible for damages to personal property or personal digital files.

#### 11. Photography, Videography, and Social Media

- a. The member acknowledges and consents to the fact that Makerspace is under continuous surveillance, which includes both interior and exterior video monitoring.
- b. This surveillance may involve the recording of audio, visual, and/or audiovisual content. By participating, you consent to the making and use of such recordings by Brevia Creative and/or its licensees for any purpose. You release Brevia Creative and its licensees from and waive any claims related to or arising by reason of the making and/or use of any such recordings. You grant Brevia Creative the perpetual right to use your name and likeness in connection with the use of the recordings. However, the Participant retains the right to opt out of audio surveillance and the promotional use of these recordings. To exercise this right, the Participant must provide Brevia Creative with written notice explicitly stating their decision to opt out. Upon receipt of this written notice, Brevia Creative will take reasonable steps to ensure that the Participant is not subject to further audio surveillance and that their name and likeness are not used for promotional or commercial purposes. It is the responsibility of the Participant to ensure that their written notice of opting out is received and acknowledged by Brevia Creative.
- c. Members are permitted to take photographs and videos of their own work and projects.
- d. Members shall not take photographs or videos of other members or their projects without their express consent.
- e. Members shall not use photographs or videos of other members or their projects for commercial purposes without their express written consent.
- f. If you do take a photo of Brevia Creative or a project you are working on in our

studio, please tag us to help spread our name.

## 12. Membership Termination

- a. Breva Creative reserves the right to terminate a member's membership at any time, with or without cause or notice. Our goal is to maintain a safe, respectful, and inclusive environment for all members. Breva Creative will conduct a fair and thorough review before taking any such action.
- b. Members must comply with all terms and conditions outlined in their membership agreement.
- c. Membership termination may occur if a member fails to comply with any policies or guidelines outlined in this handbook or in their membership agreement.
- d. If membership is terminated, any membership or class fees already paid will not be refunded.
- e. The decision of suspension or termination may be appealed to Breva Creative. in writing. The owner(s) decision is final.

## 13. Dispute Resolution

- a. If a dispute arises, please discuss such dispute with the owners of Breva Creative immediately so it can be resolved amicably.
- b. In the event of any dispute arising from activities or facility use at Breva Creative, the following steps for resolution shall be followed by all parties:
  - i. **\*\*Mediation:\*\*** If the dispute cannot be resolved amicably within 10 days, the parties shall first attempt mediation. The parties agree to attend a minimum of one (1) mediation session facilitated by a qualified mediator mutually agreed upon by the parties. Such mediation shall take place in Bexar County, Texas. All parties must be present and participate in good faith with the aim of resolving the dispute. If a resolution is not reached within thirty (30) days, the parties shall move to arbitration.
  - ii. **\*\*Arbitration:\*\*** If the dispute remains unresolved following mediation, each party's sole recourse shall be binding arbitration within two (2) years from the date of the alleged loss. Such arbitration shall be conducted before one (1) arbitrator in Bexar County, Texas, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. The arbitrator shall not have the authority to add to, detract from, or modify any provision of this Handbook. Upon agreement of the parties, arbitration proceedings may be conducted outside of the administrative control of the AAA. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered in a court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses, and reasonable attorney's fees as well those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. The direct expense of any arbitration proceeding shall be borne equally between both parties. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

By following these policies and guidelines, members can ensure a safe, productive, and enjoyable experience at Breva Creative. Breva Creative reserves the right to modify this handbook and the membership agreement at any time, with or without notice. We appreciate your cooperation and look forward to your contributions to our community.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Member Initials: \_\_\_\_\_