

MAKERPLACE APPLICATION AND USE AGREEMENT

All deposits must be paid in full before space is confirmed.

COMPANY/ RENTER INFORMATION

Company/Renter Name _____
Address _____
State _____ Zip _____
County _____

CONTACT & MAILING INFORMATION

Primary Contact Person's Name and Title _____
Email _____ Direct Phone _____
Address {If different from above _____

This **MAKERPLACE APPLICATION AND USE AGREEMENT ("Agreement")** is entered into by and between the **Arlington Heights Memorial Library ("Library")** and ("Renter") this _____ day of 2022

Check Box:

- Commercial Use
 Non-commercial Use

In consideration of the promises and mutual covenants, agreements, and representations herein contained, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, it is hereby agreed as follows:

1. **Incorporation of Library's 7.020 Makerplace and 7.021 Makerplace Kitchen Policies.** The terms of the Library's Makerplace Policy are hereby incorporated into this Agreement.
2. **Event and Meeting Policies and Event Guidelines.** By signing this Agreement, Renter agrees, acknowledges and represents that Renter has received, read, and shall comply with all Library policies, including but not limited to the Library's Makerplace Policy and Code of Conduct Policy. Library policies are strictly enforced, and Renter is responsible for the compliance with all Library policies by all of Renter's employees, contractors, guests, or other invitees.
3. **Makerplace License.** Library grants to Renter a limited and revocable access to use the following space: Makerplace Flex Spaces / Makerplace Kitchen (circle all applicable) ("Space") located at 112 N. Belmont Ave., Arlington Heights, IL 60004. This permits Renter to use the Space only on the Event Date, during the hours specified below, and only for the purpose set forth below.

a. Event and purpose for which Space is to be used:

b. Facility/Space licensed: _____
Facility/Space licensed: _____

c. Event Date: _____ Start/ End Time: _____

Renter shall not have access to the Space at any time other than during Start Time hours and thirty (30) minutes after the End Time on the Event Date, unless Renter received prior written permission from Library. The Library retains the right to enter and inspect the kitchen at any time during use. If at any time Library staff feel that Renter is acting in an unsafe or unsanitary manner, they may be asked to leave, forfeiting all fees.

4. **Availability.** Library-sponsored activities, classes, and programs have priority use of the Makerplace. Use of the Kitchen only is available at all hours the Makerplace is open, as well as the times listed below. Main level Flex spaces are only available during following times:
 Monday, 8 a.m. – 9 p.m.
 Friday, 8 a.m. – 9 p.m.
 Saturday, 5 p.m. – 9 p.m.
 Sunday, 5 p.m. – 9 p.m.

5. **Rental Fees.** The rental fee(s) to rent the Space are as follows:

	Main Level Flex Spaces	Kitchen	Flex Spaces + Kitchen
AHML Cardholder	\$100/hour	\$100/hour	\$150/hour
Non-AHML Cardholder	\$125/hour	\$125/hour	\$200/hour

There is two (2) hour minimum for general rentals and a three (3) hour minimum for commercial rentals. Fifty percent (50%) of the Rental Fee ("the Rental Fee Deposit") is due and shall be paid by Renter upon execution of the Agreement. The Space shall not be considered reserved for Renter until the initial Rental Fee Deposit is paid to the Library. If the Renter fails to pay the Rental Fee Deposit, any tentative reservation of the Space by the Library may be cancelled by the Library and the Space made available to other applicants. The remainder of the Rental Fee for the use of the Space is due in full at least seven (7) days prior to the Event. Failure to pay the remaining balance of the Rental Fee in this time may result in the cancellation of the reservation and termination of this Agreement by the Library. If this Agreement is completed closer to the date of usage (less than thirty (30) days), the full Rental Fee will be due and payable upon execution of the Agreement.

Once a reservation is confirmed, Renter is responsible for payment, no refund will be given for unused hours. Renters that stay longer than their reserved time will be charged 1.5 times the hourly rate for the additional time.

6. **Cancelations.** Renter must notify the Library in writing if it becomes necessary to cancel a reservation.

More than 60 days	Between 60 and 7 days	7 days or less
Full Refund	50% Refund	No Refund

Notwithstanding the foregoing refund or forfeiture provisions, if the Renter cancels a reservation, the Renter shall be liable for any out-of-pocket costs incurred by the Library. Renter may not transfer the reservation to another customer.

7. **Additional Fees.**

- a. **Excess Time Fees.** Rental Fees are based on the stated actual Start/End Times which include set up and tear-down/clean up time. If Renter, their guests, invitees or service providers exceed over thirty (30) minutes past the block Start/End Times for any reason, unless such excess is agreed to in writing in advance by a Library manager, an excess time fee will be assessed at 1.5 times the stated hourly rate billed in thirty (30) minute increments.
- b. **Cleaning Fees.** Renter shall leave the Space in the same or similar condition as when Renter entered. Renters will strictly follow the cleaning guidelines provided by the Library before, during, and after each use of the facility. Renters must perform all cleaning activities on the "Cleaning Checklist" provided by Library before and after each kitchen use and leave the "Cleaning Checklist" in the designated area. Thirty (30) minutes of cleaning time will be provided at the end of the use period at no additional charge. If Renter fails to leave the facility in the original condition, a cleaning fee of \$50 will be assessed for additional cleaning.

8. **Condition of Premises.** The Space shall be provided as-is, and Library makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall be responsible for any damage to the Library's facility, the Space, or the equipment and materials located therein, caused by the Renter, the Renter's guests, the Renter's service providers, or any individual connected with Renter. Library shall be entitled to arrange for any

necessary repairs at Renter's expense and repair costs will be assessed to the Renter. Renter shall reimburse Library for any such repairs within seven (7) days of receipt of Library's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.

9. **Insurance.** Renter shall procure and maintain in force at the time of the Event(s), without expense to the Library, a public liability insurance policy covering bodily injury, including death, and property damage with limits appropriate to Renter's proposed use. Insurance shall be provided by a carrier with an A+ or better rating. Renter shall provide Library a Certificate of Insurance or insurance binder evidencing insurance coverage for the Event and naming the Library as additional insured at least seven (7) days prior to the Event. Commercial renters must provide proof of \$1M of liability insurance. Failure to provide the Certificate of Insurance or insurance binder meeting the requirements herein shall be grounds for the Library to terminate this Agreement and result in forfeiture by Renter of the Renter's Rental Fees paid.

10. **Responsibility, Indemnity, Waiver.**

a. **Conduct.** The conduct of all participants, spectators, service providers and other invitees while on Library property shall be the responsibility of the Renter. Renter is required to remain in the building during the entire rental period. Renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property or literary or artistic content on Library premises during the license period, or resulting therefrom. Failure by any individual or group to follow all applicable laws, rules and regulations, including without limitation library policies will be cause for immediate termination of the License. Library retains the right to eject objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.

b. **Release.** Renter, on behalf of itself, its assigns, subrogees, representatives and all other persons or entities acting for, by or through it, hereby releases and forever discharges the Library, its trustees, directors, agents, representatives, employees, and insurers, from any and all liability, claims, demands, actions or rights of action, of whatever nature, character or description, for personal injury, property damage or death that arise from, are related to or in any way connected with Renter or its guests or invitees use of the Space ("Claims"), including without limitation and to the fullest extent permitted by law, any Claims in part or in whole arising from, related to or in any way connected with the alleged or in fact negligent acts or omissions of the Library, its directors, agents, employees, and representatives. In the event Renter suffers any loss to person or property, Renter shall look solely to its, his or her insurance coverage, if any, and shall make no claim whatsoever against the Library.

c. **Indemnity.** Renter shall defend, indemnify, and hold harmless Library and its trustees, directors, agents, representatives, employees, contractors and Renters from and against any and all claims, actions, causes of action, demands, judgments, liabilities, losses, damages, costs, or expenses to the extent such claims, actions, causes of action, demands, judgments, liabilities, losses, damages, costs, or expenses are caused by or related to Renter's conduct, acts, errors or omissions.

11. **Permitted Use.** Renter is authorized pursuant to the License to use the Space for only those purposes identified by Renter in Renter's rental application. Renter may not use the Space in any manner that may render the insurance for the Space void, or which may result in increased insurance premiums for Library with respect to the Space or any other of Library's property.

12. **Compliance with Laws.** Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations.

a. Commercial kitchen renters shall provide documentation that one member of Renter's party on premises has completed an ANSI accredited Certified Food Protection Manager (CFPM) certification such as

ServSafe, NRFSP, 360training, Prometric, or State Food Safety.

- b. A Business License from the Village of Arlington Heights is required for every commercial renter.

13. Kitchen Safety and Sanitation. Food safety and sanitation is a top priority. All Kitchen Renters and their employees and invitees must demonstrate that they have clear knowledge and understanding of sanitation principles, as well as knowledge of use of the requisite kitchen equipment.

- a. It is prohibited for Commercial renters intending to sell their food to prepare or store any of it at home. All food ingredients must be purchased from an approved source. Receipts/invoices shall be kept on file by the Library.
- b. For non-commercial rentals, Library staff will conduct an orientation at the beginning of the rental period and explain relevant sanitation principles, based on the anticipated activities to be conducted during the rental period. Non-commercial rentals are prohibited from selling any food items they prepare in the kitchen.
- c. All Renters must supply their own personal use items (aprons, hair restraints, & gloves).
- d. Minimal cleaning supplies may be provided by the Library (paper towels, sanitizer, dish soap, & floor cleaning supplies).

Basic Kitchen Safety Rules shall be followed at all times, including but not limited to:

- a. The exclusion of minors from the kitchen unless accompanied by a responsible adult.
- b. The exclusion of animals from the kitchen at all times.
- c. Appropriate attire must be worn at all times.
- e. Sandals, shorts, tank tops, and loose jewelry are not permitted.
- f. Hair must be worn back or covered with a hat or hair net.
- g. Artificial nails or nail polish must be covered with single-use gloves.
- h. Any cuts must be properly bandaged and covered with single-use gloves.
- i. Anyone who is experiencing symptoms of illness, such as jaundice, vomiting, diarrhea, or fever will not be permitted in the kitchen.
- j. Kitchen windows must remain closed at all times.

Renter acknowledges on behalf of himself/herself and Renter's invitees that the Makerspace Kitchen is not maintained as an allergen-safe environment.

14. Kitchen Use. The following equipment and/or tools will be provided by the Library for the rental:

- a. Workspace, food preparation and cooking equipment.
- b. Limited cookware and kitchen equipment, including a 6-burner gas range with hood, stand mixer, convection oven, blast chiller, dishwasher, three-compartment sink, handwashing sink, and various pots, pans, sheet pans, mixing bowls, and tools. See the Makerspace website for a full list at the time of rental. Renters are encouraged to discuss all small ware needs with Library staff before the rental session.
- c. Renters must provide all food products they intend to use. This includes, but is not limited to meat, fish, poultry, vegetables, seasonings (sugar, salt, spices, herbs), oils, dairy products, and baking ingredients.
- d. On-site storage for food items is not provided at the Makerspace Kitchen. The freezers and coolers may be used during the rental period only.

e. Renter is required to complete a kitchen orientation and sign a kitchen waiver before using the facilities.

15. **Attorney's Fees.** Renter shall be liable to Library for reasonable attorney's fees incurred by Library in connection with the defense, collection, or attempt to collect any payments due from Renter under this Agreement or any damages arising from any act or omission of Renter, or its service providers, participants or guests, or from Renter's failure to fulfill any obligations or responsibilities provided under this Agreement.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Library and Renter. No statements, promises, or agreements whatsoever, in writing or verbal, in conflict with the terms of this Agreement have been made by Library or Renter which in any way modify, vary, alter, enlarge, or invalidate any of the provisions hereof and/or obligations herein stated. This Agreement may be amended and modified only in writing signed by both the Library and Renter.

17. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be. Notwithstanding the foregoing, Renter shall not be entitled to assign or transfer all or any of its rights, benefits and/or obligations under this Agreement without the prior written consent of Library, which may be granted or denied in Library's sole discretion.

18. **Assignment.** Renters may not assign or attempt to assign this Agreement and use of the Space without Library's express written permission.

19. **Right of Entry.** In granting the Renter use of the Space, Library retains the right to enforce all necessary and proper rules for the management and operation of the premises to be used. Library shall have the right to enter the Space, at any time for any reasonable purpose, including without limitation to confirm compliance with this Agreement and Library policies, or for an emergency that may threaten the Space or injury to any person in or near the Space.

20. **Agreement Binder.** This Agreement shall not be binding on the parties until it has been signed by an authorized representative of the Library.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the dates stated below.

By _____ (Library)

Date signed: _____

By _____ (Renter)

Date signed: _____

PRINT NAME: _____

PRINT TITLE: _____

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Renter's onsite contact at the Arlington Heights Memorial Library for this event is _____.