

MSU Idea Shop

Revised Membership Structure (Jan 2022)

	Guest	Pro	All-Access
Workshops			
Standard	\$20 per person <i>(Includes free day pass)</i>	25% off	50% off
Premium	\$36 per person <i>(Includes free day pass)</i>	25% off	50% off
Makerspace Access			
<i>Individual</i>	\$8/day	\$25/mo \$75/semester \$250/year	\$40/mo \$120/semester \$400/year
<i>Business (up to 3)</i>	\$15/day	\$36/mo	\$65/mo
Hours			
	Staffed Hours	Staffed Hours	24/7 Access Code
3D Printing			
Ender 3 Pro 3D Printers	\$0.15/g	100g included FREE <i>(\$0.07/g after)</i>	500g included FREE <i>(\$0.05/g after)</i>
Formlabs 3 SLA 3D Printer	\$0.40/g	\$0.30/g	\$0.20/g
3D Print "Farm" <i>(remote accessible)</i>	--	--	Included
48-hr 3D Printer Checkout	--	--	Included
Woodworking			
Woodshop Access	Included	Included	Included
Glowforge	+ \$2/day	Included	Included
3-axis CNC Router	+ \$2/day	Included	Included
48-hr Tool Checkout			Included
Other Resources			
Design Suite	--	--	Included
Guest Pass	--	\$5/day per pass	1 guest included free \$3/day per pass
Private Storage	--	\$10/mo	\$5/mo
All Retail Products	--	10% off	10% off

- New, prospective members can get one free day pass as a "free trial".
- Group membership packages are available for four or more members. (Business membership + each member 25% off)
- Semester and Annual plans represent a discounted rate:
 - Semester memberships (4-months) – 1-month off
 - Annual memberships (12-months) – 2-months off
- Members may cancel at any time, but pro-rata refunds will not be given for unused time.
- Workshop reservations may be cancelled with 24-hour notice at no charge. Cancellations within 24-hours will not be refunded.
- Pro or All-Access Members may receive 1-month free for each workshop he/she teaches with four or more attendees.
- Staffed Hours: Tu-Sa: 11-8p; Su/Mo: By Appointment



IDEA SHOP MEMBERSHIP AGREEMENT

All users and members of the MSU Idea Shop hereby agree to the following terms:

1. **DEFINITIONS.** The following terms will have the stated meanings for purposes of this Agreement:
 - a. **Member.** “Member” means the person(s) on a payment plan, or a guest using a day pass.
 - b. **The Building or MSU Idea Shop.** The “Building” or “MSU Idea Shop” means the real property located at 114 E. Main Street, Starkville, MS, leased and operated by Mississippi State University’s Center for Entrepreneurship and Outreach.
 - c. **Retail Area.** “Retail Area” means the front 1/4th of the MSU Idea Shop or any other space used for the purposes of retail merchandising within The Building.
 - d. **Makerspace.** “Makerspace” means all space other than the Retail Area.
 - e. **Woodshop.** The “Woodshop” is the back ½ of the MSU Idea Shop demarcated by a glass wall and door labeled “Woodshop”.
 - f. **Coffee Roasting Area.** The “Coffee Roasting Area” is the rear area of the MSU Idea Shop.
 - g. **Upstairs Storage.** The “Upstairs Storage” is the entire upstairs area of the MSU Idea Shop.
 - h. **Design Studio.** The “Design Studio” is the enclosed glass office space located off the Retail Area.

2. **MEMBERSHIP.**
 - a. **Joining.** New Members may join the MSU Idea Shop at any time, subject to approval by the MSU Idea Shop staff. Prior to gaining access or using the Makerspace, all new Members must:
 - i. Join and pay for a Membership Plan or Day Pass, and
 - ii. Read and sign the MSU Idea Shop’s liability waiver (see Section 2(f)), and
 - iii. Complete an orientation and general safety tour.
 - b. **Membership Term.** The Membership Term and Member’s obligations to pay monthly dues will start as of the date listed on his/her completed application, and will end on the last day of the month. If the Membership Term begins on a date other than the first of the month, dues will be prorated for the remainder of that month. Memberships will automatically renew 3-days prior to the end of Membership Term unless cancelled. The terms of membership are:
 - i. Month-to-Month Memberships will begin on the first day of the month and end on the last day of the same month.
 - ii. Semester Memberships are a four month membership, following a calendar period as defined:
 1. *Spring Semester: January 1 – April 30th*
 2. *Summer Semester: May 1 – August 30th*
 3. *Fall Semester: September 1 – December 31st*
 - iii. Annual Memberships are a 12-month membership, prorated for the first month and ending on the last day of the twelfth calendar month.
 - c. **Membership Dues.** Members will pay Membership Dues in the amount listed above in advance by automatic draft on the first day of every month via credit card. Members with unpaid dues will have their membership automatically cancelled if balance is not settled by the 10th day of the month.
 - d. **Benefits of Membership.**

- i. **Building Access.** All Members will have access to the Makerspace during staffed hours as defined by the MSU Idea Shop. All-Access Members will be issued a numeric code and/or mobile app permissions that will allow 24-hour access to the Building. Sharing of access credentials, regardless of whether or not an individual is a member, is strictly forbidden.
 - 1. *Restricted Areas.* The Retail Area is restricted to Staffed Hours only. Members are not permitted in the Coffee Roasting Area and Upstairs Storage unless accompanied by staff at all times.
- ii. **Staff Assistance.** The MSU Idea Shop is staffed by students and employees of Mississippi State University who are trained and competent on the safe operation of equipment in the MSU Idea Shop. Staff will provide assistance and guidance to Members on how to use the equipment and tools and general guidance or advice on projects.
 - 1. *Consulting or Contract Work.* While there to assist a member, in general, MSU Idea Shop staff are not employed to complete design or build for a Member, and such work is at the discretion of the Staff. Members and Staff are free to make their own agreements to complete contract or consulting work on their own terms. In all cases, the MSU Honor Code applies, and both Staff and Members are responsible for securing and complying with all appropriate licenses.
- iii. **Equipment.** Members will have access to the full complement of equipment provided in their Membership Plan.
 - 1. *Availability.* Tools and equipment are available to Members on a first-come, first-served basis, and Members are asked to be cognizant and courteous to share with other Members.
 - 2. *Equipment Downtime.* MSU Idea Shop Staff may place in an inoperable state due to damage or safety issue. The MSU Idea Shop makes no guarantees about the uptime of any equipment, but will make best effort to repair or provide access to a reasonable alternative.
- iv. **Shared Scraps and Consumables.** In the spirit of sharing, Members have access to scraps and consumables located in Woodshop are available for members to use. Unless otherwise marked or tagged as belonging to a member, scraps are available for use by any Member.
 - 1. *Unclaimed Materials.* Member materials or projects left in the Makerspace that are not tagged and properly stored in designated Member storage areas for longer than 10-days may be designated as scrap and moved to the scrap bin.
- v. **Wifi and High-speed Internet.** Members will be provided with secured internet access at no cost.
- vi. **Online Maker Portal.** Members will have access to an online portal to connect with other Members.
- e. **Non-Exclusivity.** Member agrees and understands that the Makerspace is for use with other Members. Member may not designate or claim any portion of the Makerspace for his or her exclusive use or store anything in the Makerspace.
- f. **Liability Waiver.** Member agrees to be bound by the terms of MSU's liability waiver, attached in Appendix A, which may be modified from time to time by MSU. If and when modified, Member will be provided with the modified version for signature. Failure to sign and return any modified liability waiver may be considered cause for termination of Membership.

3. SAFETY.

- a. **Authority of Idea Shop Staff.** Member agrees to follow any instructions or directives issued by Idea Shop Staff related to safe and effective operation of equipment or tools, and represents the final authority on all safety issues.
- b. **Apparel.**
 - i. Appropriate clothing must be worn in the facility; this includes closed toed shoes (no sandals), no loose cuffed clothing around the wrists, no dangling necklaces or bracelets (necklaces can be tucked into a shirt).

- ii. Long hair must be pulled back so that it does not dangle in front of equipment or get caught in equipment. This also applies to long beards.
 - iii. Headphones are not allowed.
- c. **Personal Safety Equipment.** Safety glasses and dust masks are required when in the Woodshop when equipment is being used. Hearing protection is not required, but is strongly encouraged. These are provided by the MSU Idea Shop, and Members should let a member of the staff know if supplies are missing or running low.
- d. **Equipment and Training.** Some equipment may require a special endorsement prior to use by the MSU Idea Shop staff.
 - i. Endorsement. Some equipment may require a special endorsement prior to use by the MSU Idea Shop staff. Members may receive an endorsement through:
 1. Completion of approved training materials, or
 2. One-on-one observation by a qualified MSU Idea Shop staff member, or
 3. Other evidence provided by the member demonstrating safety and proficiency on the equipment.
 - ii. Applicable Equipment. Equipment subject to endorsement include, but are not limited to:
 1. General orientation and woodshop safety
 2. Woodshop:
 - a. Stopsaw table saw & router
 - b. X-Carve 3-axis CNC router / Easel
 - c. Glowforge and/or other Laser Engraver
 - d. Dewalt Planer
 - e. Lathes
 3. 3D Printers:
 - a. FormLabs Form 3 SLA Printer
 - iii. Use at Own Risk. When using a tool that does not require certification, Member is certifying that he/she is capable of using that item in a safe and proper manner. Members should not use equipment that he/she is not fully confident in the safe operation of such equipment. Staff is available to assist in explaining operation of tools and equipment as time allows and will make materials (such as manuals) available upon request.
- e. **First Aid.** The MSU Idea Shop maintains a complete first aid kit located in the center of the facility, indicated by a large red cross. Members will be shown the specific location during their orientation tour of the Building. In the event of an emergency exceeding basic first aid, call 9-1-1 immediately.
- f. **Violations.** Members in violation of safety protocols will generally be issued a verbal warning for a first offense, a written warning for second offense, and their Membership subject to termination on his/her third offense. Serious violations that risk the loss of life or limb may result in immediate termination at the discretion of MSU Idea Shop staff.

4. DAMAGE.

- a. **Damage to Equipment.** All equipment must be operated in accordance with Idea Shop training and best practices at all times. Member will be responsible for loss, cost, or damage to the equipment or tools caused by the willful or negligent conduct of Member, Member's guests, invitees or by any person under Member's direction or control. This excludes normal "wear and tear" or equipment malfunction outside of the control or influence of the Member. See Section 3 for additional details.
- b. **Damage to the Building.** Member will be responsible for any loss, cost, or damage to the Building caused by the willful or negligent conduct of Member, Member's guests, invitees or by any person under Member's direction or control. This does not include nominal "wear and tear" damage.
- c. **Damage or Injury to Member or Member's Property.** The MSU Idea Shop is not responsible for any injury or damage to Member or Member's property not caused by a willful or negligent act or failure to

act of the MSU Idea Shop. The MSU Idea Shop is further not responsible for any of Member's property that may be lost or stolen anywhere in or around the Building.

- d. **Insurance.** Member may obtain general liability or property insurance if so desired. However, if Member uses any Hazardous Substances or engages in any Hazardous Activities on a regular basis, as reasonably determined by the MSU Idea Shop, Member must obtain and carry hazard insurance, which policy must name Mississippi State University as an additional insured, and provide proof of such insurance coverage to the MSU Idea Shop.
- e. **Resolution of Damage.** Member will be charged for cost and expense of any repairs or replacement necessary to restore the condition of the property or equipment to prior condition.

5. **CANCELLATION.** Either Member or the MSU Idea Shop may cancel a Membership for any reason at any time, either voluntarily by the member or involuntarily by the MSU Idea Shop.

- a. **Termination by Member (Voluntary).** Members may cancel at any time, and the Membership will remain valid through the end of the Membership period. No pro-rata refunds will be provided for unused time. Membership may be reinstated at any time by Member. Please note that cancellations received within 3-days of the end of term will not be processed until the next period.
- b. **Termination for by the MSU Idea Shop (Involuntary).**
 - i. Without Cause. The MSU Idea Shop may terminate a member without cause at its discretion, and will make best effort to provide at least 14-day notice. Member will be provided a pro-rata refund of Membership in the event of involuntary termination without cause, and accommodations will be made for retrieval of any property.
 - ii. With Cause. At its option, the MSU Idea Shop may terminate a Member for cause, which includes without limitation:
 - 1. *Dues in Arrears.* Membership dues being in a for thirty (30) days or more; or
 - 2. *Violation of Terms.* A material breach of any terms of this agreement.
 - 3. *Failure to Comply with Staff.* Failure or refusal to comply with directives or instructions given by staff.
 - 4. *Safety Violation.* Member demonstrating pattern of unsafe behavior or egregious violation of safety.
 - iii. Resolution. In the event of any Involuntary termination, Member may remit a written statement of reconsideration addressed to the Director of the Center for Entrepreneurship & Outreach, delivered to 101 McCool Hall or addressed to PO Box 5288, Mississippi State, MS 39762.

6. **GENERAL POLICIES.** The following provisions represent terms and conditions applicable.

- a. **Member Code of Conduct.** In addition to above, member agrees to the following terms:
 - i. Member will use the Makerspace in a safe and reasonable manner and will report any unsafe behavior by anyone to staff.
 - ii. Member will make best effort to take reasonable precautions not to damage any area or equipment of the MSU Idea Shop
 - iii. Member will make no alterations or additions without express permission of Staff.
 - iv. Member will not remove fixtures from any area of the Building.
 - v. Member will not engage in any activities in or around the Building that are unlawful, illegal, or unreasonably dangerous.
 - vi. Member will notify in writing of any damage, injury, or other reportable incident.
 - vii. Member should report any tool or piece of equipment that is unsafe or in a state of disrepair, and shall discontinue use immediately of any malfunctioning tool.
 - viii. Member will not waste utilities or other resources.
 - ix. Member shall clean their workspace and return tools to their proper location after use.

- x. Members with disabilities who need special arrangements or accommodations should notify staff at the location of interest as far in advance as possible before their expected time of use.
- b. **Intellectual Property.** The MSU Idea Shop makes no claims on the intellectual property of the individuals who utilize the space. Intellectual property belongs to the Member. Mississippi State University students and faculty are subject to IP restrictions defined in MSU OP 76.01; however, use of the MSU Idea Shop does not solely constitute grounds for rights for IP.
- c. **Food and Beverages.** Covered drinks are welcome in the Building. Food is not permitted, unless otherwise authorized by MSU Idea Shop staff.
- d. **Lawful Purposes.** Digital fabrication equipment can be used only for lawful purposes. No one will be permitted to use digital fabrication equipment to create material that is:
 - i. Prohibited by local, state or federal law.
 - ii. Unsafe, harmful, dangerous or poses an immediate threat to the well-being of others. (Such use may violate the terms of use of the manufacturer.)
 - iii. In violation of another's intellectual property rights. For example, using equipment to replicate someone else's designs or articles of manufacture may infringe the copyright or patent in those materials.
- e. **Right to Halt Work.** The MSU Idea Shop reserves the right to halt, delete, or disallow the creation of items that violate the MSU Idea Shop policies, including the creation of weapons, obscene materials, or illegal items. Production of Weapons and Weapon parts is prohibited.
- f. **Minors.** Minors have various levels of access depending on their age. Children under 13 years of age must be accompanied by an adult at all times. All Minors must sign waiver for under 18 along with a Guardian.
- g. **Music.** Headphones are not permitted to be used in the Makerspace. Since we don't allow headphones for safety reasons, we do allow users to play music at a reasonable volume and with reasonable attention to whether other users are bothered by it. If your music is bothering others, please turn it off or lower the volume as appropriate.
- h. **Security Cameras.** In order to promote the safety of Members, Staff and visitors, as well as the security of its facilities, the MSU Idea Shop may conduct video surveillance of any portion of its premises at any time, the only exception being private areas of restrooms, and that video cameras will be positioned in appropriate places within and around XYZ buildings and used in order to help promote the safety and security of people and property. Member gives consent to such video surveillance at any time.

7. OTHER PROVISIONS

- a. **Notices.** A notice or demand to Member may be mailed to his or her physical address, emailed to him or her at the email address provided by Member, or handed directly to Member. A notice or demand to MSU Idea Shop must be mailed to: MSU Center for Entrepreneurship and Outreach, PO Box 5288, Mississippi State, MS 39762, emailed to ehill@ecenter.msstate.edu, or handed directly to an authorized agent of the MSU Idea Shop.
- b. **Changes to this Agreement.** Any changes to the terms of this Agreement must be agreed to in writing by both the MSU Idea Shop and Member.
- c. **Entire Agreement.** This Agreement represents the entire agreement of the parties and shall not become effective until executed by both parties. No change in, or additions to, or waiver of the terms and provisions hereof shall be binding upon MSU or Member unless approved in writing by their authorized representative.
- d. **State Institution.** Member expressly understands and agrees that MSU Idea Shop is part of Mississippi State University which is state institution of higher learning and is subject to the laws of the State of Mississippi governing actions of state agencies. Member further acknowledges that MSU does not relinquish or forfeit any of the rights, protections or guaranties afforded it as a state agency under the laws of Mississippi, notwithstanding anything to the contrary contained herein or in any other agreement between the parties.

- e. **Indemnification.** Member and its officers shall indemnify, defend, hold harmless, protect, and exonerate the State of Mississippi, the Board of Trustees of State Institutions of Higher Learning, MSU, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities from and against all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorneys' fees, arising out of or caused by Member and its' partners, principals, officers, agents, employees and representatives related to actions or inactions of Member, its partners, principals, officers, agents, employees and representatives. In MSU's sole discretion, Member may be allowed to control the defense of any such claim, suit, etc., but in such an event, Member shall use legal counsel acceptable to MSU. Member shall be solely responsible for all costs and/or expenses associated with such defense and MSU shall be entitled to participate in said defense. Member shall not settle any claim, suits, etc., without MSU's written concurrence, which concurrence MSU shall not unreasonably withhold.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

MEMBER:

Signature: _____ Date: _____

Print Name: _____

MSU IDEA SHOP:

Signature: _____ Date: _____

Print Name: _____



ADULT WAIVER AND RELEASE

This is a release of legal rights; please read and understand before signing!

I, _____, acknowledge I and/or my designee will be participating in activities including but not limited to the operation of various woodworking, electronics, and digital prototyping (“Activity”) sponsored by The Idea Shop, a unit of the Center for Entrepreneurship and Outreach of Mississippi State University (“MSU”).

I am voluntarily seeking to take part in this Activity, and I understand that there may be risks involved, both anticipated and unanticipated. I am aware that the events involved in the Activity may include, but are not limited to, list any specific risks – example, exposure to chemicals, contact with animals, etc. As a condition of my participation in this Activity, I assume full responsibility for any risk of loss or damage to property or any personal injury, even death, which may be sustained by me while participating voluntarily in this Activity, or while I am on the premises where the Activity is conducted, or while I am traveling to and from this Activity. All my questions about this Waiver and this Activity have been answered to my satisfaction and I freely and knowingly elect to participate in this Activity.

I waive, release, and discharge MSU and its employees, assigns, agents, and affiliated entities, along with the Board of Trustees of State Institutions of Higher Learning for Mississippi (hereinafter “Releasees”). I agree and covenant that I will not sue any of the Releasees for any liability related to my participation in this Activity, whether caused by negligence, a breach of an express or implied contract, or otherwise. I further agree to indemnify and hold harmless the Releasees from any loss, liability, damages or costs, including but not limited to court costs and attorney’s fees, which may result from my participation in this Activity and any injuries or loss which may occur.

I acknowledge that the Releasees, as public entities or employees, do not carry liability insurance for this Activity and that in order to allow this Activity and others like it, it is essential that the Releasees not be subject to liability or such Activities sponsored by the Releasees may not be feasible in future public educational programs offered by the Releasees.

It is my express intent that this agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative if I am not alive, and this Agreement shall be deemed as a release, waiver, discharge, and covenant not to sue the above Releasees. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

In signing this release, I acknowledge and represent that I am over the age of 18, that I have read and understood the foregoing Agreement, and that I sign it voluntarily of my own free will. No oral or written representations or statements of inducements, apart from the foregoing written Agreement, have been made. I execute this waiver and release for full, adequate, and complete consideration, fully intending to be bound by its terms.

Signature of Participant and Date

Printed Name of Participant



MISSISSIPPI STATE UNIVERSITY™
CENTER FOR ENTREPRENEURSHIP & OUTREACH



WAIVER AND RELEASE FOR MINORS UNDER 18

This is a release of legal rights; please read and understand before signing!

I, _____, acknowledge I and/or my designee will be participating in activities including but not limited to the operation of various woodworking, electronics, and digital prototyping (“Activity”) sponsored by The Idea Shop, a unit of the Center for Entrepreneurship and Outreach of Mississippi State University (“MSU”).

On behalf of myself/my child, I understand that there may be risks involved with this Activity, both anticipated and unanticipated and I am taking part in this Activity or allowing my child to do so. I am aware that the events involved in the Activity may include, but are not limited to, power tools, exposure to chemicals, and heavy equipment. As a condition of my and/or my child’s participation in this Activity, I assume full responsibility for any risk of loss or damage to property or any personal injury, even death, which may be sustained by me and/or my child while participating voluntarily in this Activity, or while I and/or my child are on the premises where the Activity is conducted, or while I and/or my child are traveling to and from this Activity. All my questions about this Waiver and this Activity have been answered to my satisfaction and I freely and knowingly elect to participate in this Activity or allow my child to do so.

On behalf of my child and myself, I waive, release, and discharge MSU and its employees, assigns, agents, and affiliated entities, along with the Board of Trustees of State Institutions of Higher Learning for Mississippi (hereinafter “Releasees”). I agree and covenant that I will not sue any of the Releasees for any liability related to my participation in this Activity, whether caused by negligence, a breach of an express or implied contract, or otherwise. I further agree to indemnify and hold harmless the Releasees from any loss, liability, damages or costs, including but not limited to court costs and attorney’s fees, which may result from my and/or my child’s participation in this Activity and any injuries or loss which may occur.

I acknowledge that the Releasees, as public entities or employees, do not carry liability insurance for this Activity and that in order to allow this Activity and others like it, it is essential that the Releasees not be subject to liability or such Activities sponsored by the Releasees may not be feasible in future public educational programs offered by the Releasees.

It is my express intent that this agreement shall bind the members of my and/or my child’s family and spouse (if any), if I am alive, and my heirs, assigns and personal representative if I am not alive, and this Agreement shall be deemed as a release, waiver, discharge, and covenant not to sue the above Releasees. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

In signing this release, I acknowledge and represent that I have read and understood the foregoing Agreement, and that I sign it voluntarily of my own free will. No oral or written representations or statements of inducements, apart from the foregoing written Agreement, have been made. I execute this waiver and release for full, adequate, and complete consideration, fully intending to be bound by its terms.

Signature of Participant and Date

Signature of Parent or Legal Guardian and Date

Printed name of Participant

Printed name of Parent or Legal Guardian