

DIY User Agreement

Effective February 8th, 2024

Welcome to LATITUDE!

The LATITUDE DIY User Agreement describes the services, facilities, and responsibilities shared by any person who uses LATITUDE facilities and equipment for any reason (hereafter DIY User(s)). LATITUDE has Staff and a number of Lab Assistants on hand for questions and assistance, though DIY Users are expected to operate equipment independently with minimal supervision. **By entering LATITUDE, utilizing its equipment, services, and facilities, and/or engaging with LATITUDE as a DIY User you agree to the following:**

Definitions

DIY

DIY is defined as “Do It Yourself” or gaining access to and utilizing the lab space and its equipment for media production involving work(s) of your (the DIY User’s) own creation. The creator of an artwork owns the original and holds copyright both in digital and print form which gives them the right to prepare derivative works, display the material publicly, as well as the right to distribute, edit, alter, and destroy the artwork.

DIY User

A “DIY User” is defined as a person that has the general knowledge, skills, and aptitude needed to work independently in the lab space on/with their reserved equipment and communal facilities with minimal to zero assistance from LATITUDE Staff.

Minimal assistance is limited to:

- *Final settings checks prior to sending files for print*
- *Loading or unloading substrates from printers*
- *Introductory education on Epson V850 scanners*

If a DIY User requires assistance in the form of knowledge, skills, or aptitude not outlined as “minimal assistance”, they are asked to cancel any DIY User Reservation request(s) and utilize LATITUDE’s Service Bureau to produce work(s) at this time.

A DIY User is equally a person who, as mentioned in the definition of “DIY”, is the sole owner and copyright holder of any/all work(s) they intend to utilize for production or interaction with

LATITUDE's equipment during their reservation. DIY User(s) are not permitted to produce work in a commercial or freelance capacity for another individual or organization unless the project is deemed a collaboration between the DIY user and the external individual or organization. This includes but is not limited to printing or scanning images owned by another individual or organization in which you, the DIY User, were hired to complete production.

Collaborative Projects

Collaborative projects are defined as endeavors that involve working as a team involving one or more DIY Users and one or more external individuals to create an artwork or artworks. LATITUDE allows the production of collaborative projects as a DIY User if the individual who is not present, whom the DIY User is producing work at LATITUDE on their behalf, has shared copyright of the artwork and wherein both the DIY User(s) and the collaborator(s) will be named as joint owners of the work in all forms of credit attributed to the artwork or artworks.

Reservation

A reservation is defined as a confirmed time slot held for a DIY User and a particular piece of equipment intended to be used during that time slot. A reservation does not include or allow a guest or other extraneous individuals accompanying the DIY User.

At any point during or before a reservation, a LATITUDE Staff member may need to, at their own discretion, abruptly, unexpectedly, and without warning, close the lab due to reasons including but not limited to interpersonal, environmental, health related, or technical issues. In the event a LATITUDE Staff member deems necessary closure of the lab due to a violation of the Code of Conduct, community members may be called upon to support LATITUDE Staff by leaving a workstation, printer, or scanner before the end of your allotted time to following closing protocols.

Computer workstations will automatically shut down at the end time of a DIY Reservation, and a warning is presented on screen 30 minutes prior to inform DIY users that their reservation is coming to an end. Reservations are set time slots and DIY Users are responsible for having all work (printing, scanning, file transfers, file saving, print packaging, etc.) completed by the end time of their Reservation. Latitude staff recommends allotting 15 mins for packing time. Staff will try to give a 30 minute warning ahead of the end of reservation time.

Reservation time slots are 10am-1:30pm, 2pm-5:30pm, and 6pm-8:30pm.

Reservation Extensions

DIY Reservations may be extended beyond the dedicated Reservation Time Slots at the explicit discretion of LATITUDE Staff. Extensions may be offered for up to 15 minutes for the explicit purpose of transferring files to DIY users, saving files, and completion of packaging.

Reservation Extensions may not be used to complete print(s) which continue beyond the workstation shutdown, complete scans which continue beyond workstation shutdown, or otherwise continue production of work as a DIY User. Reservation Extensions are made on a case-by-case basis and must be carried out by a LATITUDE Staff member, not including Lab Assistants, to remain in compliance with the DIY User Agreement.

DIY Users who are found using Reservation Extensions in a manner inconsistent with what has been described above may be found in violation of the DIY User Agreement.

Policies and Protocols

Data Collection

When a DIY User makes an appointment at LATITUDE, personal information such as the DIY User's name, email, selected piece of equipment, and approval of this agreement on file. This information is not shared with any third parties and is used strictly for internal use and bookkeeping purposes.

Health Precautions

Mask Policy: If a lab user makes a mask request then all staff, volunteers and DIY users are asked to wear masks during that reservation slot at Latitude. If you do not have a mask one will be provided at no cost. Latitude will let DIY reservations know about a mask request as soon as possible. Occasionally, these requests may be sent last minute. If you would rather not wear a mask in the lab we ask that you reschedule to accommodate our at risk community members. Upon entrance, all DIY Users must wash their hands prior to beginning their DIY reservation. Hand sanitizer will be provided for use throughout your DIY reservation. DIY Users who arrive at the lab without a face covering, or refuse to wear one in a manner which covers their nose and mouth, will not be allowed to enter the lab space. There will be no more than 4 DIY Users in the lab space at a time. Social distancing of 6 feet is to be practiced at all times. LATITUDE Staff and/or Lab Assistants will be responsible for all loading and unloading of roll paper media on printers. DIY Users will be allocated space on the production table, which can be altered at LATITUDE's discretion.

If you have traveled internationally within the last 14 days of your DIY appointment or have been in precarious health situations that made you susceptible to virus contraction, we ask that you take thoughtful quarantine precautions prior to booking your DIY reservation. We recommend a quarantine of ten (10) days after potential exposure before entering LATITUDE. We value honesty and hope you will take your health and the health of our Staff seriously.

Freedom of Expression

Latitude honors the First Amendment belief that in a free and democratic society, individual adults must be free to decide for themselves what to read, write, paint, draw, see and hear. If a DIY User is disturbed by images being made in the lab, they can request to be moved to a different station and can

make the choice to not look at these artworks. Latitude supports the freedom of artistic expression unless it falls under the classification of child pornography or extreme violence.

General Safety

LATITUDE is not responsible for any injury to DIY Users caused while in the lab. Trimmers, scissors, and exacto knives have sharp blades—be careful and follow proper procedure during use! Glassine is sometimes on the floor and can be slippery, be cautious when walking upon it. If you are unsure about a piece of equipment or proper operating procedures, please ask a Lab Assistant or LATITUDE Staff member prior to operation.

No smoking or vaping, of any kind, is allowed in any room at the lab space.

Recording, Images and Consent at the Lab

As a community space, we take filming and personal image rights very seriously. We can not allow any live streaming and or the recording with LATITUDE Staff, Lab Assistants, DIY lab users, and/or other community members without written consent. If we find a lab user in violation of this policy, we will ask them to stop their activities, end your session, and ask you to leave the lab. Future DIY Reservations will not be approved without formal review.

Cleaning Policy

All DIY Users must relinquish their equipment/workstation by the reservation end-time assigned to their reservation to execute necessary cleaning procedures. LATITUDE Staff and Lab Assistants will wash their hands often to ensure cleanliness and hand sanitizer is provided at every workstation for DIY Users. Please help us maintain a safe and clean work environment.

Use of the Kitchen

At this time, LATITUDE Staff is given priority for kitchen use to eat meals during their shift. Please do not disturb staff while eating or on break!

Use of the Production Table(s) + Color Critical Viewing Booth/Board

Production tables and the viewing booth/board are considered community spaces. At this time they are not reservable and are to be shared equally amongst community members, volunteers, and LATITUDE Staff. If a DIY User wants to negotiate taking up more space with other DIY Users, that is up to the discretion of the DIY User. If fellow community members can not come to an agreement then all spaces should be split as evenly as possible.

Equipment and Services

Equipment Reservations

LATITUDE provides access to a wide range of equipment and software and reservation(s) can be requested for either 2.5 hours or 3.5 hours depending on the reservation start time pending equipment availability. LATITUDE staff will use their discretion when extending DIY reservation(s)

before or after the reserved time allotment. LATITUDE works diligently to provide up to date technology and access to all community members however equipment can be unavailable for a variety of reasons.

There is no guarantee that any particular equipment or software will be available for your use, even if a reservation is successfully made. *When submitting a request to reserve a piece of equipment, the lab will assess the availability of that equipment for the date and time specified. LATITUDE reserves the right to cancel a reservation at any time due, but not limited to, technical malfunction, power outage, and unforeseen circumstances, even if the reservation has already begun or has not yet completed. No discounts or compensation will be given to a DIY User whose reservation has been canceled.*

If there's a specific piece of equipment or program you desire, please check with LATITUDE Staff prior to making a reservation. LATITUDE reserves the right to adjust equipment availability without warning at the discretion of the organization.

DIY Reservation(s) start and end at predetermined times as determined by the reservation's time-slot. At the Reservation End Time, all DIY User computer workstations will automatically shut down regardless of print completion, file transfer completion, and/or file saving completion. DIY Users are responsible for time management during their reservation time-slot and LATITUDE is not responsible for errors, file corruption, drive damage, print failure, scan failure, or file-transfer failure associated with these shutdown procedures.

As of 2021, no verbal reservation(s) will be honored and all reservation(s) must be confirmed by a LATITUDE Staff member via email prior to attendance. If a DIY User needs accommodation in making use of our online reservation platform, we will make those accommodations on a case-by-case basis. *When a reservation is requested, it is intended for the DIY User named in the request and that DIY User alone. Reservation(s) are not transferable and do not allow for the inclusion of guests. At this time, additional persons other than those listed as the DIY User in a given request must submit an additional DIY User request to be welcome in the lab space.*

It is the responsibility of the DIY User to provide up to date and clear information for communication for all reservation(s). When making reservation(s), be sure to double check both the phone number and email listed so we are able to contact to confirm the reservation and reach out in the event that the reservation needs adjustment. Also ensure that the correct piece of equipment and the correct time slot for the reservation has been selected. If a reservation is incorrectly scheduled, whether it be for the time slot or reservation type, LATITUDE will not be able to accommodate the DIY User in gaining access to the lab space or having access to desired equipment or software.

Error Policy

LATITUDE is not responsible for unacceptable prints or scans, or work that occurs due to user error, gross negligence, or improper settings by DIY users. LATITUDE is not responsible for manufacturer defects in substrates provided through PaperStock, including but not limited to nicks, dings, dents,

poor inkjet receptive coating, discoloration, or other physical defects. DIY Users are required to allow 24 hours of dry time when creating double sided prints and LATITUDE can not guarantee the results of double sided prints. Staff and Lab Assistants will be solely responsible for proper loading and unloading of substrates. Accurately selecting a substrate through PaperStock for DIY use is the responsibility of the DIY User thereby relieves LATITUDE of liability for DIY prints made on the wrong substrate. Feel free to ask a Staff Member/Lab Assistant to see our Paper Index if you would like to see examples of PaperStock substrates.

During a reservation, prints and scans made on LATITUDE equipment are to be supervised by the DIY User. If errors occur when a DIY User steps away from their reserved equipment they run the risk of error or malfunction. LATITUDE is not responsible for any materials or media the DIY User produces during their reservation, including but not limited to their finished prints, artist originals, film, user supplied media or any personal belongings. LATITUDE is not responsible for any prints that print incorrectly due to gross negligence, improper settings, paper supply ending prior to a print's completion, incomplete scans, or any scans performed on incorrect or otherwise undesirable settings.

LATITUDE may be responsible for mechanical failures and back-end errors of its equipment and services, which include but are not limited to network errors, printhead failure, or paper jamming. LATITUDE and its Staff retain the final decision power to determine what constitutes a mechanical failure or back-end error. DIY Users are responsible for any equipment damage that results from gross negligence and LATITUDE reserves the right to bill DIY Users in the event of such damage. Gross negligence can include using a substrate that is not designed for inkjet printing including but not limited to: using a material without getting approval from staff and head strikes that damage the print head.

Materials Policy

DIY Users must provide their own materials, including but not limited to: external hard drives, media storage, digital card readers, substrate designed for inkjet printing, glassine, and boxes or tubes for protecting/transporting prints. Certain materials for packaging prints or transferring files are available for purchase at LATITUDE, but are not guaranteed to be available or guaranteed to suit the specific needs of the DIY User. LATITUDE does not guarantee consistent stock and availability of PaperStock for DIY services.

Packaging

DIY Users are advised to bring their own packaging materials for work(s) produced at LATITUDE. Packaging materials may be available in limited quantities for DIY Users to purchase, but are not guaranteed.

File Transfers / Digital Media Storage

DIY Users are responsible for transporting and managing their digital files while at LATITUDE, therefore DIY Users are responsible for bringing their own digital storage media. LATITUDE is not

responsible for digital media which DIY Users bring with them into LATITUDE, produce at LATITUDE, or leave at LATITUDE, unattended or otherwise. LATITUDE is not responsible for file corruption, failure to complete file transfer(s), drive failure(s) in association with use of workstations in the lab.

LATITUDE utilizes a WeTransfer account for its Service Bureau and the account is not to be used by DIY Users. Uploading media as a DIY User via our internet connection (including but not limited to Google drive, WeTransfer or Dropbox) is not allowed. Files left on LATITUDE workstations after a reservation has ended cannot be guaranteed to be preserved in any fashion and will be deleted periodically at the discretion of the Lab Staff.

Fees and Discounts

DIY User Fee Breakdown

*The Membership Fee is \$5.00 for a student and \$10.00 for individuals. This fee grants you access to the following equipment and services for the duration of your reservation: **One (1) Editing Workstation***

Additional lab fees in addition to the Membership Fee include:

- V850 Scanner and Scanning Workstation fee: \$5.00
- Small Format Color Printing: \$0.05 per square inch of ink
- Mural Printing: including test strips: \$0.07 per square inch of ink
- Specialty Printing (Piezography): \$0.08 per square inch of ink
- Drum Scanning:
 - Single drums of 35mm film: \$30 // block of 10: \$300,
 - Single drums of Medium/Large Format film: \$20 // block of 10: \$250
- Flat File & Paper Storage: \$15 per month
 - *LATITUDE is not responsible for items/objects stored in Flat Files or as Paper Storage that have lapsed in payment.*
- Other : PaperStock, glassine, tubes, stay flats, and other tangible media vary in price, availability, and incur tax. *Check with staff for pricing before purchase.*

Discounts

LATITUDE offers discounts to various community members, including students, recent graduates, non-profits, and former artists in residence. Please note that discounts are provided at the sole discretion of the Executive Director and/or Lab Director and should not be assumed. If you have any questions about our discount policies, please speak with LATITUDE Staff before initiating work in the space.

Payment

LATITUDE requires that DIY Users remit payment in full for DIY fees and services at the end of a reservation. Partial payments are not allowed. LATITUDE only accepts cash, credit cards, Apple Pay, Latitude E-Gift cards, and checks at this time.

Policy Violations

User Agreement Violation Policy

LATITUDE and its Staff reserve the right to determine if and when any DIY User disregards these policies, as outlined in this agreement.

DIY Users found in violation of any part of the DIY User Agreement will first be given a verbal warning.

Further action will be taken in the event that LATITUDE Staff determines a DIY User continues to violate any part of the DIY User Agreement throughout the remainder of their reservation. In cases of any violation deemed excessive, LATITUDE Staff reserves the right to ask DIY Users to leave the premises. In the event a DIY User is asked to leave, the DIY User is still responsible for paying the full membership fee and any ink, paper, scanning, or extraneous fees they've incurred, which will be delivered via invoice. DIY reservation(s) will not be confirmed or honored for a DIY User in violation of the DIY User Agreement until the invoice has been paid in full. DIY users will be on hold until the matter is resolved. That includes film, Service, and workshops. Items left at the lab will be held until the matter is resolved.

Additional steps, measures, or assessments may be required of a DIY User to regain access to LATITUDE in the event of violations of the DIY User Agreement deemed excessive by LATITUDE Staff.

When a DIY User violates the protocols listed in this document, Latitude has the following protocols in place:

- We will make the DIY user aware of the areas of this agreement they are in violation of.
- For violations of items listed above the Code of Conduct: conversations of ways to improve lab experience will be discussed. If violations continue after discussion then the member will not be able to return to the lab as a DIY User.
- For violations involving the Code of Conduct immediate actions will be taken. Those actions will include:
 - Asking that lab user to leave the premises
 - Canceling upcoming appointments until an investigation and report has been created.
 - Barring the DIY User from making future appointments for 1-2 weeks
 - Limiting Service Bureau requests if the DIY User is deemed unsafe for Latitude
- Latitude will keep reports of violations on file.



Code of Ethics

The safety of LATITUDE Staff and community members is important to us. Physical, emotional, and mental harm, harassment, and/or discriminatory practices by a DIY User will not be tolerated for any reason. Harassment means any unwelcome conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, unfavorable discharge from military service, citizenship status, or work authorization status that has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment. Harassment is not limited to occurring in the physical location where you perform your job duties. When discussing disabilities, it is important to note that disability status should not be assumed, as not all disabilities are observed visually, and even something that appears to be an obvious disability may not be a disability as defined by law. Discriminatory practices include aggressive language or actions towards communities of color, artists with disabilities, and members of the LGBTQIIA+. Some examples of harm or abuse are: inappropriate or aggressive language conveyed verbally or written, harassment, stalking, unwanted physical contact, unwanted sexual advances of any kind, and physical harm with the use of a weapon. **If a LATITUDE Staff member determines a DIY User is causing harm or abuse to themselves, harassing, or engaging with discriminatory practices LATITUDE Staff, LATITUDE volunteers, and/or fellow DIY Users, LATITUDE Staff reserves the right to remove this DIY user from the space immediately and evaluate the health of the working relationship between LATITUDE and the DIY User prior to future reservation(s) being made. A review process will begin after removal evaluating the safety of staff and community members.** If a Code of Conduct breach occurs, the Board of LATITUDE will be notified and an incident report approved by the Executive will be kept on file. Additional steps, measures, or assessments may be required of a DIY User to regain access to LATITUDE's facilities, services, and programs in the event of any breach of the Code of Conduct.

LATITUDE strives to maintain a safe and friendly environment for everyone within the space. All DIY Users are expected to adhere to this Code of Conduct with respect to the equipment and facilities as well as LATITUDE Staff, LATITUDE volunteers, and all persons within it. All DIY Users have read and understood the LATITUDE DIY User Agreement and agree to be bound by its terms.