



**TECH VALLEY CENTER OF GRAVITY**  
**MEMBERSHIP HANDBOOK**

REVISED 2022-03-03



## **MEMBERSHIP HANDBOOK**

### **1. CHANGES**

- 1.1. These rules and policies are subject to change. Changes will become effective immediately at the discretion of the Executive Director.
- 1.2. Members may request changes or clarifications to these policies, in writing, to the Executive Director. These requested changes or clarifications shall be discussed at the next General Membership meeting, provided the request was submitted at least 7 days prior to the scheduled meeting.

### **2. MEMBERSHIP TERMS AND CONDITIONS**

- 2.1. By maintaining an active membership with the Tech Valley Center of Gravity ("TVCOG"), you ("Member") agree to abide by all of the TVCOG's policies. Active policies will be posted on the TVCOG website.
- 2.2. Duration of Agreement and Termination
  - 2.2.1. This Agreement shall automatically renew on a month-to-month basis upon payment of membership dues. The Member may terminate this Agreement by terminating their membership at TVCOG. TVCOG reserves the right to permanently terminate access to and use of TVCOG facilities at any time, immediately and without notice, including, but not limited to, if the Member fails to comply with any provision of this Agreement, or any TVCOG policy or procedure.
  - 2.2.2. TVCOG reserves the right to deny membership to anyone convicted of a violent or sexual offense. Appeals to such denials may be made, in writing, to the Board of Directors Executive Committee.
  - 2.2.3. Upon the termination of this Agreement, Member shall thereafter have no further right to use TVCOG facilities in any manner and Member shall make no further use of TVCOG other than to remove personal items under supervision. All advance fees for annual memberships, if any, shall be justly prorated and returned to Member, along with any deposits, within 30 days of the termination of this Agreement. Personal items must be removed from TVCOG within 15 days of the termination of this Agreement, after which period they become property of TVCOG.
- 2.3. Description of Services
  - 2.3.1. TVCOG agrees to provide Member with secured entry access to non-exclusive, clean, well-maintained manufacturing equipment and workshop facilities, exclusive access to individual workspace (if purchased by Member), reasonable electrical power, wireless internet, and range of related services as detailed in the membership description.
- 2.4. Member Obligations

- 2.4.1. Member shall only use the facilities in accordance with TVCOG Policies. The shared facilities shall be kept in a neat, clean, and attractive condition at all times. Member will not cause any damage to any part of TVCOG, including unreasonable or inappropriate wear on equipment or damage to the building in which TVCOG is located ("Building"). Member shall not disturb the use and enjoyment of the Services by any other Member of the TVCOG or the use and enjoyment of the Building by any occupant of the Building.
- 2.4.2. Member shall not use TVCOG facilities for any inappropriate or unlawful activity including obscenity and use of material protected by intellectual property laws; political campaigns or any elective public office; unapproved gatherings or fundraisers. Under the Internal Revenue Code, all section 501(c)(3) organizations are absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office.
- 2.5. Risk of Use
  - 2.5.1. Member acknowledges that he/she is using the facilities at his/her own free will and decision. Member acknowledges that TVCOG does not have any liability with respect to Member's access, participation in, use of the facilities, or any loss resulting from such participation or use.
  - 2.5.2. TVCOG and its respective board members, employees, volunteers, instructors, agents, contractors and officers shall not, to the extent permitted by law, be liable for, and the Member waives all right of recovery against TVCOG and such individuals for any damage or claim with respect to any injury to person or damage to, or loss or destruction of, any property of Member, its contractors, employees and invitees due to any act, omission or occurrence in or about TVCOG or the Building. Except for the gross or willful misconduct by the TVCOG, Member agrees to indemnify, defend, protect and hold the TVCOG and its respective board members, employees, volunteers, instructors, agents, contractors and officers harmless from and against all claims of whatever nature arising out of Member's use of facilities and occupancy of the TVCOG. Members are strongly encouraged to carry insurance that covers their personal equipment while using the workspace at TVCOG.
  - 2.5.3. TVCOG does not perform regular background checks on our users or members nor do we guarantee that our users' or members' profiles are accurate. We do not endorse, support or verify the facts, opinions or recommendations of our users or members.
- 2.6. Interruption of Service
  - 2.6.1. Member acknowledges that due to the imperfect nature of electronic communications, electronics and titles, TVCOG shall not be responsible

for damages, direct or consequential, which may result for the failure of TVCOG to furnish any of the Services. The TVCOG will, however, act in good faith and in a commercially reasonable manner in working to remedy any flaws in the facilities or equipment, or delays in providing access to the facilities or equipment to the Member.

## 2.7. Membership Refunds and Changes

- 2.7.1. Refunds for Membership Dues: Members wish to cancel their membership, or make changes to their recurring membership payment plan, shall provide the request by email to [info@tvcog.net](mailto:info@tvcog.net).
- 2.7.2. Requests shall be a minimum of 7 days prior to the membership renewal date.
- 2.7.3. Requests made with less than 7 days notice, or after the membership payment has processed, will be charged a \$5 administrative fee. It takes 7 days to process a refund; the refund will be pro-rated starting 7 days after the refund is requested.

## 2.8. Class and Event Refunds

- 2.8.1. Refund policies for classes and events are outlined in each individual event description. Please refer to the event page for more information.

## 2.9. Use of Member Contact Information

- 2.9.1. Member contact information is personal, private and only to be used for the business of the organization. Individuals or entities wishing to contact TVCOG members directly, may make a request to the executive director to make such contact on their behalf. Entities for which emails to members are a benefit of a sponsorship or corporate support arrangement must provide pre-formatted email content to TVCOG for direct distribution.
- 2.9.2. Member contact information in the TVCOG records is the property of the organization. Directors and committee members who receive and have access to membership contact information shall not reproduce, share or take ownership of the information for their or anyone else's personal or business use.

## 2.10. Relationship of Parties

- 2.10.1. Members are not employees or contractors of the TVCOG.
- 2.10.2. The TVCOG is based on open source ideals and thus encourages its membership to embrace those ideals as well. TVCOG has no right to the work produced by Members or Guests. Members shall maintain all copyrights, patents, and any other proprietary rights related to the Member's works that are created using the facilities.

- 2.10.3. MEMBERSHIP AND EXCLUSIVE ACCESS TO AN INDIVIDUAL WORKSPACE IS NOT A LEASE AND DOES NOT CREATE OR REFLECT ANY FORM OF TENANCY OR INTEREST IN REAL PROPERTY IN FAVOR OF THE MEMBER. This Agreement is subject and subordinate to a lease by and between TVCOG and the owner of the Building. This Agreement shall terminate simultaneously with the termination of said lease. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of New York.

2.11. Party Invalidity

- 2.11.1. If any one or more of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

2.12. Waiver

- 2.12.1. No delay or omission on the part of TVCOG in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of the TVCOG, nor shall any waiver of such right or rights on any one occasion be deemed to bar to, or waiver of, the same right or rights on any future occasion. The acceptance by TVCOG of any payment, or of a sum less than is due, shall not be construed as a waiver of any of the TVCOG's rights unless such a waiver is in writing.

**3. CODE OF CONDUCT**

- 3.1. All members are required to "Be excellent to each other".
- 3.1.1. In both in-person and electronic interactions, behave respectfully, courteously, and professionally.
- 3.1.2. No discrimination, harassment, or hate speech shall be tolerated.
- 3.1.3. Be open to giving constructive feedback to, and receiving constructive feedback from, fellow members. This is especially important when the feedback pertains to safe use of our equipment.
- 3.2. Don't catch on fire or set others on fire or set anything else on fire which has not been designated or designed to be on fire.
- 3.3. All members shall maintain a safe and clean environment at all times.
- 3.4. All members shall follow all posted notices.
- 3.5. It is the responsibility of each member to enforce the Code of Conduct. Failing that, a Grievance or Complaint may be filed.

**4. GUESTS**

- 4.1. All guests shall abide by all TVCOG policies.

- 4.2. Guests are permitted only if they are accompanied by a member at all times.
- 4.3. Guests are encouraged to become Members.
- 4.4. Guests are not allowed to use tools or equipment.
- 4.5. Members are responsible for their Guests.
- 4.6. Guests must sign-in as a “Guest” upon entering the facility. By signing in, a Guest agrees to abide by all Policies of the TVCOG.

## **5. MINORS**

- 5.1. Minors are considered to be persons under 18 years of age.
- 5.2. Minors are not allowed to possess a means of entering the building (keys, access cards, combinations, etc) unless otherwise approved by the Executive Director.
- 5.3. Minors must be accompanied by Parent or legal guardian at all times, unless otherwise approved by the Executive Director.
- 5.4. Minors shall be part of a Family membership plan in order to make use of TVCOG equipment or consumables.
- 5.5. Minors are not permitted to use “RED” equipment unless approved by the Executive Director.
- 5.6. Parents and guardians shall take the same safety trainings as the minor. Parents and guardians are ultimately responsible for the safety of the minor.
- 5.7. Persons under 21 years old shall not consume or possess alcohol on the premises, nor any other illegal substances.

## **6. STORAGE**

- 6.1. In-progress projects (and materials for them) that are required to remain undisturbed for a short period of time (glue setting, paint drying, etc) shall be stored as out-of-the-way as possible, in the smallest amount of space as possible. Projects shall be labeled with the Member’s name, date left, and date of intended removal. Projects left longer than a week are subject to rental fees.
- 6.2. Projects intended to benefit the TVCOG:
  - 6.2.1. Shall be stored in a location approved by TVCOG Staff.
  - 6.2.2. Should include a method of communication such that members can stay apprised of the project’s status (whiteboards, web forums, etc).
- 6.3. Projects and materials that do not follow these rules will be considered donations to the TVCOG and will be handled as determined by TVCOG staff.
- 6.4. Individual storage areas are available for each member at a monthly subscription price. Storage areas vary in sizes and cost.
  - 6.4.1. Storage areas may be accessed by TVCOG staff if necessary.

- 6.5. Firearms, gunpowder, primers, and assembled ammunition shall not be stored at the COG.

## **7. EVENTS**

- 7.1. Members may request to host **personal** events at the TVCOG.
- 7.2. Event requests shall be submitted to TVCOG staff through the contact method designated on the TVCOG website. Approval is at the discretion of TVCOG Staff and is subject to membership terms.
- 7.3. Event spaces and times are assigned and allowed by priority:
  - 7.3.1. First priority is given to events and meetings that match our Mission Statement.
  - 7.3.2. Second priority is given to events/meetings related to ongoing TVCOG projects.
  - 7.3.3. Lowest priority is given to events that are organized and executed by non-members
- 7.4. Events Background Check, Insurance & Permit Requirements
  - 7.4.1. TVCOG may require background check from the event organizer.
  - 7.4.2. Special events and events with non-members in attendance may require certificate of insurance with TVCOG added as additional name insured under comprehensive general liability and depending on the event type, liquor liability or umbrella liability.
  - 7.4.3. Events with alcohol require insurance as well as State Liquor Authority special permitting.
- 7.5. Fees
  - 7.5.1. For any use of the space where an entry fee is charged, a portion of the sale price for each fee shall go to the TVCOG. The amount shall be determined by TVCOG Staff.
  - 7.5.2. For events run by members, if no fee is charged, use of the space is free for a period of 2 hours or less.
    - 7.5.2.1. Events organized and executed by non-members will be subject to a space rental fee, at the discretion of TVCOG Staff.
  - 7.5.3. Tools/materials can be sold for the event and will not count as an entry fee as long as members are given the option to bring their own suitable tools/materials.

## **8. GRIEVANCES & COMPLAINTS**

- 8.1. Any member grievance or complaint is required to be submitted, in writing, to the Board of Directors or to any member of the Board of Directors. The complaint must



have two parts outlined at minimum, a "Complaint" part and a "Recommended Solution" part.

- 8.2. The Board of Directors will decide to either hold a special meeting regarding this matter, or will consider it at the next meeting in its cycle.
- 8.3. The Board of Directors is not required to act in accordance to the grievance or complaint's "Recommended Solution" part and may devise its own remediation.

## **9. REPRESENTATION OF OFFICIAL POSITIONS & MEDIA STATEMENTS**

- 9.1. The Board Chair and Executive Director of TVCOG will serve as official spokespersons for the TVCOG and may convey its official position on issues of general impact or significance, or of a controversial or sensitive nature. Inquiries from legislators, policy makers and/or media representatives regarding the TVCOG's position on issues should be referred to the Executive Director.
- 9.2. In specific circumstances where a particular expertise or experience is relevant, the Executive Director and/or Board Chair may designate another member to speak to the media on a particular subject.

## **10. BORROWING EQUIPMENT**

- 10.1. The Facilities Director or Zone Coordinators may designate items under their jurisdiction as available to be borrowed. By default, all property is not allowed to be borrowed.
- 10.2. The Facilities Director or the Zone Coordinator in charge of the item shall specify rules for the loan.
- 10.3. All loans must be tracked by the Facilities Director.
- 10.4. No equipment loaned to the space can be borrowed, unless the owner has provided written permission to the Facilities Director or Zone Coordinator.

## **11. DONATIONS OF PHYSICAL ITEMS**

- 11.1. Donations of usable items must be approved by the Facilities Director or the Zone Coordinator in charge of the location in which the item will be stored/used.
- 11.2. The following items will not be accepted for donation. The list is not exhaustive.
  - 11.2.1. CRT monitors
  - 11.2.2. Non-functioning equipment that contains hazardous materials (lead, PCBs, etc)
  - 11.2.3. Printers
  - 11.2.4. Any computer older than 5 years

## **12. GENERAL SAFETY, ATTIRE, AND CLEANLINESS**

- 12.1. These are general safety rules, applicable everywhere inside the Building. Each zone has specific rules pertaining to the equipment available. These rules are reviewed

during each zone's Safety Orientation, and are documented on each zone's wiki page.

## 12.2. SAFETY

- 12.2.1. Never work while tired, intoxicated, or otherwise impaired.
- 12.2.2. Always use common sense. Before undertaking an operation with a tool, think out the path of the tool and your body. Never place yourself in the path of a tool or apply pressure that will strike a sharp edge with your body should something slip.
- 12.2.3. Eye protection must be worn at all times when in the workshops. This applies regardless if you are working on machinery or not. Activities of others can affect your safety.
- 12.2.4. Hearing protection is available. Use it when operating loud machinery.
- 12.2.5. If you are unsure of proper operation of a tool or machine or uncomfortable with its use, ask for assistance from TVCOG staff, volunteers, or fellow makers.
- 12.2.6. Tools are classified into three safety categories:
  - 12.2.6.1. **GREEN** Using green tools presents a low risk for injury. They can be used by any member. Unlabeled tools, such as hand tools, are by default green tools.
  - 12.2.6.2. **YELLOW** Using yellow tools presents a medium risk for injury. Improper use may result in mild to severe injury. Yellow tools should only be used after completing the appropriate Zone Orientation, and only if the user is knowledgeable in their operation.
  - 12.2.6.3. **RED** Using red tools presents a high risk for injury. Improper use WILL result in serious injury or death. Red tools should only be used after completing the appropriate Zone Orientation, and only if the user is knowledgeable in their operation. Some tools will require users to demonstrate their knowledge to a TVCOG staff member or volunteer before being allowed to operate.
- 12.2.7. No member is allowed to operate **RED** tools without one other person in the building able to respond to calls for help. If there is an accident, the other person can call for help and come to your aid. Guests are allowed to serve this safety watch role.
- 12.2.8. Obtain first aid immediately for any injury. Report all accidents/injuries to TVCOG staff or volunteers no matter how insignificant they may seem at the time. Report all injuries to [facilities@tvkog.net](mailto:facilities@tvkog.net). This will help us to mitigate hazards in the future.

- 12.2.9. Do not operate machinery for which you have not received a safety orientation. This will protect both you and the equipment from harm.
- 12.2.10. Only TVCOG members are permitted to operate equipment. For classes that are open to the public and require the use of equipment, the instructor will review the relevant safety rules with attendees and will supervise machine operation. Guests may act as a safety watch when a member is operating a red tool, but unnecessary guests should be kept to a minimum. Keeping the foot traffic to a minimum provides a safer and more comfortable work environment.
- 12.2.11. Pets shall not be in the wood, welding or metal zones while machinery is in use.
- 12.2.12. Do not attempt to oil, clean, adjust or repair any machine while it is running. Performing maintenance on moving machinery exposes you to additional hazards. If you feel a tool or machine is in need of maintenance, please inform the zone coordinator or facilities specialist.
- 12.2.13. Ensure that all machine guarding is in place and functioning properly. Inform the zone coordinator or facilities specialist if guarding is damaged or malfunctioning.
- 12.2.14. Do not leave machines running unattended.
- 12.2.15. Do not try to stop a machine with your hands or body. Stopping a machine with your body can result in entanglement. Let a machine come to a stop naturally or use provided brakes.
- 12.2.16. Always keep hands, hair, feet etc. clear of all moving machinery at all times. Be aware of all moving parts, especially blades, cutting tools and chucks.
- 12.2.17. Double-check that tooling and work pieces are properly supported and clamped prior to starting a machine. Starting a spindle with loose tooling or machining a loosely clamped work piece can produce flying hazards.
- 12.2.18. Heavy or unwieldy work pieces often require special support structures to machine safely. Ask for help if you are unsure if your work piece requires additional support.
- 12.2.19. Remove chuck keys, wrenches and other tools from machines after making adjustments. Chuck keys left in the chuck when the machine turns on become dangerous flying objects. Return chuck keys to their proper storage location.
- 12.2.20. Ask for help when moving awkward or heavy objects. This will protect you and those around you from injury.

- 12.2.21. Deburr sharp edges of freshly cut stock. This includes any piece of stock that goes in scrap bins. Eliminating burred edges minimizes the chances for personal injury and marring of precision machine surfaces.
- 12.2.22. When working with another person, only one person should operate the machine.
- 12.2.23. Do not lean against the machines. If you need a rest, grab a chair.
- 12.2.24. Do not talk unnecessarily while operating a machine. Do not talk to others while they are operating a machine. Do not become a distraction to others. Concentrate on the work and the machine at all times. If you must talk, turn off the machine.
- 12.2.25. Be sure you have sufficient light to see clearly when performing any job. Well-lit workspaces are much safer and less straining on the operator.
- 12.2.26. Work at a pace that is comfortable for you. Rushing will compromise safe working practices along with part quality and increases the chance of damaging equipment. Set your work aside if you become tired.
- 12.2.27. Listen to the machine(s) - if something does not sound right, shut it down. Often if the machine sounds abnormal to you, it probably is not operating properly. Inform the shop supervisor if you believe a machine or tool be operating abnormally.
- 12.2.28. Never use compressed air for cleaning machinery. This will embed particulates into the precision machine ways and will drastically reduce the life of the machine tool. Use the supplied chip brushes and rags to clean machinery.
- 12.2.29. Never use compressed air to clean your clothes or any part of your body. Particles can become embedded in skin and eyes. In extreme cases, air can be introduced into the bloodstream.
- 12.2.30. If you do not know how to do something – ASK! Do not engage in any activity that may have unusual risk. Trust your judgment. Check with the shop supervisor if you have any doubts about what you are doing.

### **12.3. ATTIRE**

- 12.3.1. NO LOOSE CLOTHING, LOOSE HAIR, JEWELRY OR GLOVES when using any type of powered moving machinery in the wood, welding or metal shop. This includes but is not limited to ties, scarves, hoodie strings, necklaces, and loose-sleeved shirts. These items can get caught in moving machinery, dragging the operator in and causing serious injury or death. Short sleeves or sleeves rolled above the elbow are preferred.
- 12.3.2. Wearing gloves when working on moving machinery is prohibited. Gloves can easily become entangled in moving machinery and thus are not allowed. The only exceptions to this rule are while using a bench or

portable grinder or buffing wheel, when handling sheet metal, during machine setup before power is turned on, or membranous gloves (such as latex or nitrile) for personal protection or contamination control.

- 12.3.3. No open-toed shoes or high heels in the wood, welding or metal shop. To provide secure footing, choose shoes with softer soles and stable platforms. Wearing appropriate footwear will help protect feet from falling objects and hot sparks or chips. Avoid shoes with mesh when welding or generating hot sparks and chips. Steel toed shoes are recommended.
- 12.3.4. No shorts, dresses or skirts allowed when working with metal. Burred edges of freshly cut metal such as sheet stock are razor sharp. Hot metal chips flying off material will burn/cut exposed skin, potentially startling the operator. Wearing long pants will protect you and those around you.

#### **12.4. CLEANLINESS**

- 12.4.1. KEEP THE ZONES CLEAN AT ALL TIMES. It is all of our responsibility to keep the makerspace clean. There is no excuse for a cluttered/messy workspace. If your workspace is cluttered, then you are working too fast.
- 12.4.2. Keep floors free of oil, grease or any other liquid. Clean up spilled liquids immediately, as they are slipping hazards.
- 12.4.3. Store materials in such a way that they cannot become tripping hazards. Immediately return all excess material to its proper storage place.
- 12.4.4. Put tools away when not in use. This prevents loss of tools and also makes them available to others.
- 12.4.5. Place all scrap in the appropriate marked scrap containers. Follow any posted rules and restrictions.
- 12.4.6. Use provided trash containers. Do not place hazardous materials in trash containers. Stop work 15 minutes prior to the time you need to leave the shop or that the shop is scheduled to close. This will provide ample time to clean and replace tools to their homes.