LIBRARY OF THINGS

STAFF USE ONLY

DATE:
Borrower Record ID #:
Borrower name:

Last First MI

LIBRARY OF THINGS EQUIPMENT LENDING POLICY AND BORROWING AGREEMENT

Please read this form carefully. By signing this agreement, you will be assuming financial and legal liability, and waiving and releasing all claims for injuries, damages, or loss you and/or your personal belongings might sustain as a result of using equipment from the Library of Things.
Abuse of equipment or other breaches of lending policy may result in revocation of borrowing privileges.

GUIDELINES FOR BORROWING AND USE

- Borrowers must be aged **18 years** or older.
- Borrowers must read, understand, and sign the borrowing agreement in the presence of library staff before any item(s) may be checked out from the Library of Things.
- All Library of Things items must be checked out from and returned to the Glendale Main Library with a staff person at a service desk (do not return to another library location or use the book drop).
- A valid Glendale Public Library card with no outstanding balance over **$30.00** is required to borrow any item.
- Items may be borrowed for **3 weeks/21 days** from the checkout date. Patrons may only check out **3** items from the Library of Things at a time. Items cannot be renewed.
- Borrowers must clean all items before returning them to the library, or else the patron will incur a **$30.00** cleaning fee.
- The Borrower is solely responsible for the item and will be billed for the repair or replacement cost associated with damage/loss of any item(s) as a result of neglect or abuse.
- Glendale Public Library is not responsible for any injury, loss or damage which may occur from the use of any Library of Things item(s).
- By checking out the item(s), the patron is certifying that they are capable of using the item(s) in a safe and proper manner.
- The Borrower will not make any modifications or alterations to Library of Things item(s). All items will be returned in the same (or better) condition, with the exception of normal wear and tear.
- The Patron agrees to immediately discontinue use of any Library of Things item(s) which become unsafe or in a state of disrepair and to promptly notify the Library of the issue.
- Only the Borrower is authorized to use Library of Things tools or equipment, unless by the express permission of the Library.
- Glendale Public Library does not provide supervision or instruction for the use of any Library of Things item(s).
- The Library reserves the right to refuse the loan of any Library of Things item(s) at its discretion.

INITIALS: _____ **DATE:** ____/____/_____

LIABILITY WAIVER AND INDEMNIFICATION FORM

I, _____ (print name), certify my agreement as a Library of Things Borrower, confirming my understanding of and responsibility to the statements and promises herein. I state that I am capable and experienced in using the item(s) I am borrowing, and that I will use the item(s) in a proper manner. I further acknowledge that I have reviewed the contents of any borrowed item(s), that all parts are present, and the item(s) are in good working order at time of checkout.

In consideration of being permitted to use or borrow the Library of Things item(s), I hereby voluntarily waive, release, and agree to indemnify and hold harmless the Glendale Public Library and/or the City of Glendale and its officers, agents, employees, and representatives from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any person, persons, or property damage suffered or incurred by any person or persons that arises or may arise or be occasioned in any way occurring or connected with, directly or indirectly, by my or my designee's possession, borrowing, use, misuse, and return of the Library's tools and/or equipment. Should the Library or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold the Library harmless for all such fees and costs.

I am borrowing the Library of Things item(s) as-is. I acknowledge that I have examined the tools and equipment and that the condition is acceptable. I agree to keep and maintain the tools or equipment in good condition, to use it or them in a careful and appropriate manner, and to comply with all manufacturer recommendations. I understand and acknowledge that the use of the item(s) may expose myself and others to harm or injury.

I understand that the Library does not provide supervision or instruction for use of Library of Things tools or equipment and that the Glendale Public Library and/or the City of Glendale and its officers, agents, employees, and representatives claim no expertise and make no representation or warranty concerning the maintenance, quality or working order of a tool or piece of equipment, or the fitness of any tools or equipment and shall be fully responsible to determine their quality, working order and fitness for any particular purpose prior to my use.

I affirm that I have read and fully understand this Liability Waiver and Indemnification form and the Glendale Public Library's Library of Things Equipment Lending Policy and Borrowing Agreement, and I understand that failure to comply with any of the Library rules may result in revocation of my borrowing privileges and/or legal action against me. I have read and understand this Waiver and Indemnification form, relinquishing any and all claims against Glendale Public Library and/or the City of Glendale and its officers, agents, employees, and representatives.

SIGNATURE: _____ **DATE:**____/____/_____

STAFF USE ONLY

1. CHECK ID – BORROWER 18+
2. ACCOUNT IN GOOD STANDING? **STAFF INITIALS:** _____
3. LENDING PERIOD/LENDING POLICY REVIEWED?

DATE: ____/____/_____