

Library of Items Lending Agreement

Terms of Use:

- Patrons in good standing of any library participating in the Library of Things program may borrow a maximum of 3 items at one time. A patron in good standing is defined as one who has no current overdue items and/or no outstanding fines or fees owed to their home library or another participating library.
- Lending is on a first come first serve basis but a wait list may be maintained;
- Lending may be limited to borrowers over the age of 18 unless a legal guardian co-signs and will be financially responsible.
- Items may be borrowed for two weeks from checkout date, with the option to renew for another two weeks provided there have been no requests to reserve the item on a wait list. Items on a waitlist may not be renewed but may be re-borrowed when the item becomes available again. Items may only be used by the patron who has borrowed it. Patrons are responsible for proper storage of equipment and for ensuring borrowed items are not used or operated by third parties.
- The library reserves the right to cancel a reservation if equipment is not checked out within 24 hours after a reservation begins.
- Users are solely responsible for ensuring their use complies with laws governing copyright and principles of fair use.
- A photo ID corresponding to the Patron's library card may be required to checkout equipment.
- Borrowers must read and sign this Agreement in the presence of a library staff member indicating their understanding and acceptance of all terms prior to borrowing.

Fees & Liability

- The borrower is solely responsible for the Item(s) and will be billed for any reasonable repair or replacement costs associated with damage or loss of the Item(s), reasonable wear and tear excluded.
- The borrower is solely responsible to protect against risk of loss or damage.
- The Library is not responsible for the loss of any data while using Item(s).

Proper Care and Use

- Items must be returned in good condition with all associated parts/components and in clean condition.
- Users must read and comply with all safety and user manuals before operating tools or machines. Manuals can be found under the product listing in the Library of Things catalog and/or inside the item's packaging. Users are responsible for contacting the library if they need assistance locating a product's manual.
- Users are responsible for ensuring their own safety and wearing appropriate personal protective equipment (ex. goggles) when operating tools or machinery as directed by the

product manufacturers. The Library will not be responsible for injuries resulting from use of items from the Library of Things.

- While some personal protective equipment may be provided with the item being checked out where available the Library of Things makes no representation as to the suitability or condition of any personal protective equipment provided with a borrowed item. Customers are ultimately responsible for supplying protective equipment that is needed for proper use of tools or equipment.
- Users must inspect equipment for damage or safety concerns before use. Items that are damaged should not be used. Users must report malfunctions or damage to equipment upon return of materials. Library staff will inspect equipment for missing parts upon return.
- By taking possession of any item, the user is certifying that he or she is capable of using that item in a safe and proper manner.

Waiver and Release of Claims: Informed Consent

- I understand that the Library does not provide supervision or instruction for the use of the item(s). I understand and acknowledge that the use of the item(s) involves risk of serious injury, including permanent disability and death, economic losses, loss of personal data, privacy breaches or harms from ransom wear. I agree to refrain from using any item(s) in a manner inconsistent with its intended design and purpose and to take all precautions to avoid introduction of computer viruses or ransom wear I further agree I will use all borrowed items in a manner consistent with federal, state and local laws and regulations, including but not limited to the Terms of Use set forth herein .
- In consideration of being allowed to borrow item(s), I hereby voluntarily waive, release, and discharge on behalf of myself, my heirs, executors, administrators, and assigns the Chesley Memorial Library, Epsom Public Library, The Josiah Carpenter Library, and the Pembroke Town Library, the Town of Epsom, the Town of Northwood, Town of Pembroke, and the Town of Pittsfield, and their respective officers, agents, employees, directors, and volunteers (hereafter referred to as "Releases") from any and all claims, actions or demands of any kind, nature and description, including claims or actions for damages for death, personal injury, or property damage and from any and all liabilities, damage, injuries, action or causes of action either at law or in equity, whether caused by any defect in the item, negligence or omission of the releases, or otherwise arising out of or in any way related to or connected with my borrowing or use of items.
- I agree on behalf of myself, my heirs, executors, administrators, and assigns to indemnify and hold the Library and its officers, agents, employees, directors, and volunteers harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorneys' fees, for all injuries or death of any person, or damage to any property occurring or arising from or connected with, directly or indirectly, my possession, use, and return of the Item(s).

- No warranties, expressed or implied, including without limitation: suitability, durability, fitness for a particular purpose, condition, or quality have been made by Library, directly or indirectly in connection with the item(s). I am borrowing the item(s) “as is.”
- I acknowledge that I have examined the item(s) I am borrowing and that its condition is acceptable. I agree to surrender the item to the Library in as good order and condition as when received, except for reasonable wear and tear resulting from proper use, and if returned unclean, I may be charged a reasonable cleaning fee. I agree to keep and maintain the item(s) in good condition, use it in a careful and proper manner and comply with all applicable laws and regulations.
- I agree to abide by the Library’s *Library of Things* Lending guidelines as stated above.
- I understand and agree that I am responsible for payment in full of any repair and/or replacement costs should the item(s) or components of the Item(s) be stolen, lost, damaged or not clean upon the end of the borrowing period as defined above.

I have read this Liability Waiver and Informed Consent Form and sign it voluntarily. I understand that I am giving up substantial rights by signing it.

Description of the Item: _____ Value of item : _____

Description of the Item: _____ Value of item : _____

Description of the Item: _____ Value of item: _____

Total value: _____

Patron printed name: _____

Patron signature: _____

Date: _____

Staff witness: _____

Date: _____