

Millbrook Library

Library of Things Lending Agreement, Waiver, and Indemnification Form

Tools and equipment borrowed from the Millbrook Library are for use by patrons with a valid library account in good standing.

I, _____ (print name), state that I am capable and sufficiently experienced in using the tools and equipment I am borrowing, that I will use all items I am borrowing in a proper and safe manner, and that I will not allow any other person(s) to use the tools and equipment that I am borrowing without my careful supervision.

I, _____ (print name), do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools and equipment, waive any and all claims, demands, actions, and causes of action against and agree to release, indemnify and hold harmless the Millbrook Library, and its trustees, directors, employees and agents from and against any and all liability, loss, claims, and demands, actions or causes of action for the death of or injury to myself or any other person(s), and from and against any property damage or damages of any nature suffered, incurred, or caused by myself or any other person(s) which arises or may arise or be occasioned in any way from the use or misuse of tools and equipment I am borrowing from the Millbrook Library. I am aware that the Millbrook Library and its trustees, directors, employees and agents claim no expertise and make no representations or warranties concerning the fitness of any tool or equipment for any particular use.

I affirm that I have read and fully understand both the Millbrook Library's "Library of Things" Lending Rules and this Lending Agreement & Waiver. I understand that failure to comply with any of these rules may result in suspension or revocation of my borrowing privileges and/or legal action against me. I hereby relinquish any and all claims, demands, actions, and causes of action against Millbrook Library, and its trustees, directors, employees and agents.

Name (print) _____

Contact Information (print) _____

Please initial next to each item borrowed below.

Date Borrowed _____ Patron Signature _____

Date Returned _____ Library Staff Signature _____

Please initial for the item being borrowed	Item	Full replacement fee	Loan period
	Yamaha Junior Guitar with carrying case	\$160	14 days
	Replacement Guitar Strings	\$18	
	Ukulele with carrying case	\$65	14 days
	Replacement Ukulele Strings	\$10	
	Nature Backpack: Forest Exploration	\$139	14 days
	Nature Backpack: Night Time Exploration	\$126	14 days
	WiFi Hotspot	\$80	14 days

Millbrook Library's "Library of Things" Lending Rules

Tools and equipment that may be borrowed from the Millbrook Library support our mission to provide "educational, enjoyable programs and services" for our community.

1. Tools and equipment borrowed from the Millbrook Library (Library) are for use by patrons with a valid library card in good standing.
2. Patrons must be aged 18 or over to borrow any tools or equipment from the Library.
3. Prior to borrowing tools or equipment, all patrons must sign the **Library of Things Lending Agreement, Waiver, and Indemnification Form**.
4. By taking possession of any item(s), patrons are certifying that they are capable of using the item(s) in a safe and proper manner.
5. Patrons borrowing the Library's tools or equipment are responsible for the safe and appropriate use of those tools and equipment by themselves or any other person(s) whom they permit to use those items while under the patrons' supervision.
6. Patrons may borrow one tool or piece of equipment at a time. The Library reserves the right to make exceptions to this policy.
7. Tools and equipment may be reserved in advance by calling the Library. Patrons will be notified when reserved tools or equipment become available and will have three (3) days to pick them up. The Library reserves the right to make exceptions to this policy.
8. All tools and equipment have a lending period of fourteen (14) days. The Library reserves the right to make an exception to this policy.
9. All tools and equipment borrowed are to be returned to the Library by the close of business on their due date. ***Tools and equipment may be returned only during the Library's open hours and may not be returned in the book drop.***
10. Patrons may not renew the check-out of tools and equipment. The Library reserves the right to make exceptions to this policy.
11. Tools or equipment shall be deemed severely overdue if not returned in two (2) weeks from the due date. The Library may replace tools and equipment that are severely overdue, holding the borrowers responsible for the full replacement cost. The Library reserves the right to use appropriate steps to retrieve unreturned tools and equipment or unpaid fines or fees. The Library also reserves the right to forgive fines and fees due to special circumstances.
13. Patrons agree that the Library is not responsible for any manufacturing defects in the materials or the quality of workmanship inherent in any borrowed tools or equipment or for any other defective conditions of the borrowed tools or equipment.
14. Patrons agree that if any borrowed tool or piece of equipment becomes unsafe or falls into a state of disrepair, they must immediately discontinue its use and notify the Library of the issue upon return, if not earlier. Patrons acknowledge the importance of bringing such conditions to the prompt attention of the Library.
15. All tools and equipment are to be returned in the same condition as when issued, barring normal wear and tear. All tools and equipment must be returned clean.

16. Patrons agree a) to accept the Library's assessment of the condition of all returned items, b) to accept the Library's assessment of fair restitution for damage, soiled condition, or delinquency in returning the item(s), and/or loss of any item(s) in part or in total, and c) to pay for the damage to or loss of any items. This restitution amount may equal, but not exceed, the full replacement cost of the item(s).
17. Failure to comply with any of these rules may result in suspension or revocation of patrons' borrowing privileges, and/or legal action against the patrons.
18. The Library reserves the right to refuse the loan of any items at its discretion.

Approved by the Millbrook Library Board of Trustees of February 28, 2023.