

## **Malden Public Library Library of Things Borrower's Agreement & Use Policy**

1. Patrons must be aged 18 years or over to borrow tools and equipment from the Malden Public Library's ("MPL") Library of Things.
2. Prior to borrowing tools and equipment, all Patrons must (a) sign the Waiver and Indemnification Form; and (b) sign this Borrower's Agreement & Use Policy.
3. By taking possession of any item, the Patron is certifying that they are capable of using that item in a safe and proper manner.
4. Only the Patron is authorized to use MPL tools and equipment. The Patron shall not permit the use of items checked out to him or her by any other person unless by the express permission of the MPL.
5. Patrons may borrow up to two tools or pieces of equipment at a time.
6. All tools and equipment borrowed are to be returned to the MPL by close of business on their due date. Tools and equipment may only be returned during the Library's open hours, and may not be returned in the book drop.
7. All tools and equipment have a lending period of 14 days. The Library reserves the right to make an exception to this policy.
8. The MPL may replace delinquent (i.e. unreturned) tools and equipment, holding the Patron responsible for the full replacement cost. The MPL reserves the right to use appropriate steps to retrieve delinquent tools and equipment or unpaid fines and fees. The MPL also reserves the right to forgive fees due to special circumstances.
9. Patrons may not renew tools and equipment.
10. The Patron agrees that MPL is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools and equipment.
11. The Patron understands that any use of personal items including but not limited to VHS tapes, photo negatives, and DVDs is undertaken at their own risk, and MPL is not responsible for damage incurred to personal items while using MPL equipment.
12. The Patron agrees that if any borrowed tool or piece of equipment becomes unsafe or in a state of disrepair, they must immediately discontinue use of the tool or equipment and notify MPL of the issue on return, if not earlier.
13. All tools and equipment are to be returned in the same (or better) condition as they were issued, barring normal wear and tear. All equipment must be returned clean.
14. The Patron agrees to report any damage to the Library immediately. The Patron also agrees to pay for the loss of or damage to any item and further agrees to accept the Library's assessment of condition of items and to further agree to the Library's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item.
15. The Library reserves the right to refuse the loan of any item at its discretion.

I state that I have read and fully understand the Library of Things Borrower's Agreement and Use Policy of the Malden Public Library, and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me.

I have read and signed a Waiver and Indemnification form, relinquishing any and all claims against the Malden Public Library and the City of Malden.

Signature \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (print): \_\_\_\_\_

## Malden Public Library Library of Things Waiver and Indemnification Form

The tools and equipment in our Library of Things collection are for use by library patrons with a valid Malden Public library card in good standing.

I, \_\_\_\_\_ (print name), state that I am capable and experienced in using the tools and equipment I am borrowing through the Library of Things program, and that I will use the tools and equipment I am borrowing in a proper manner.

I am aware and acknowledge that my use of these tools and equipment may expose me and others to harm or injury. I am aware that the Malden Public Library and the City of Malden, its partners, directors, officers, members, and employees claim no expertise and make no representation or warranty concerning the fitness of any tool or equipment for any particular use. I take full responsibility for the use of said tools and equipment and shall be fully responsible to determine their fitness for any particular purpose.

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 against agree not to sue the Malden Public Library and the City of Malden, its officers, agents, and employees for any personal injury or injuries and/or property damage of any nature that I may suffer or incur in the use of the tools and equipment that I am borrowing from the Malden Public Library.

I, \_\_\_\_\_ (print name), hereby for myself, and on behalf of my successors and assigns, in consideration of being permitted to borrow such tools and equipment, agree to release and indemnify and hold harmless the Malden Public Library and the City of Malden, its officers, agents, and employees from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and/or for any property damage of any nature suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of tools and equipment I am borrowing from the Malden Public Library.

I affirm that I have read and fully understand the Library of Things Borrower's Agreement & Use Policy of the Malden Public Library and I understand that failure to comply with any of these 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 the Malden Public Library and the City of Malden, its officers, agents, and employees.

Signature \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (print): \_\_\_\_\_