

# FLORIDA PUBLIC LIBRARY

*Check it out!*

## 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 card in good standing from any RCLS member library.

I, \_\_\_\_\_ (print name), state that I am capable and 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 or persons to use the tools and equipment I am borrowing.

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 the Florida Public Library, its officers, trustees, directors, agents and employees for any injury, injuries, property damage, or damages of any nature that I may suffer, incur, or cause with the use or misuse of the tools and equipment that I am borrowing from the Florida Public Library.

I, \_\_\_\_\_ (print name), hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools and equipment, agree to release, indemnify and hold harmless the Florida Public Library, its officers, agents and employees from and against any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any person or persons, and from and against any property damage suffered, incurred, or caused by any person which arises or may arise or be occasioned in any way from use of tools and equipment I am borrowing from the Florida Public Library. I am aware that the Florida Public Library, its officers, trustees, directors, agents and employees 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 the Library of Things Borrower's Agreement and Use Policy of the Florida Public Library and 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 have read and fully understand this Waiver and Indemnification Form, and hereby relinquish any and all claims, demands, actions, and causes of action against Florida Public Library, its officers, agents, and employees.

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Adopted by the Board of Trustees 9/14/2020

Revised 1/4/2021

1. Patrons must be age 18 or over to borrow tools and equipment from the Florida Public Library's 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 and 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 Library tools and equipment. The Patron shall not permit the use of items checked out to them by any other person unless by the express written permission of the Library.
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 Library by 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.
7. All tools and equipment have a lending period of seven (7) days. The Library reserves the right to make an exception to this policy.
8. If a tool or piece of equipment is returned late, the Patron will be responsible for a late fee. This late fee will be assessed in accordance with the late fee schedule (\$2.00 per day) for every day the Library is open until the item is returned. Late fees will accrue with no limit until the item is returned. Fines in excess of \$10 will prevent a Patron from borrowing additional items from any collection.
9. The Library may replace tools and equipment that are severely delinquent (overdue), holding the Patron responsible for the full replacement cost, in addition to the accrued late fees. 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 fees due to special circumstances. Tools or equipment not returned shall be deemed severely delinquent if not returned in two (2) weeks from the due date.
10. Tools and equipment may be reserved by patrons in advance using the Library's online catalog or by calling the Library. Patrons will be notified when reserved tools and equipment become available and have three (3) days to pick them up. The Library reserves the right to make exceptions to this policy due to special circumstances.

11. Patrons may not renew the check-out of tools and equipment. The Library reserves the right to make exceptions to this policy.
12. The Patron agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools and equipment, and not responsible for any other defective conditions of the borrowed tools and equipment.
13. The Patron agrees that if any borrowed tool or piece of equipment becomes unsafe or in a state of disrepair, they must immediately discontinue its use and notify the Library of the issue on return, if not earlier. The Patron acknowledges the importance of bringing such conditions to the prompt attention of the Library.
14. All tools and equipment are to be returned in the same (or better) condition as when issued, barring normal wear and tear. **All tools and equipment must be returned clean.**
15. The Patron agrees to report any damage to the Library immediately. The Patron also agrees to pay for the loss or damage to any item and further agrees to accept the Library's assessment of the condition of items and to further agree to the Library's assessment of fair restitution for damage, soiled condition, delinquency in returning the item, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item.
16. 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 Florida Public Library, and 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 have read and signed a Waiver and Indemnification Form, relinquishing any and all claims against the Florida Public Library.

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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

Adopted by the Board of Trustees 9/14/2020  
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