

BOROUGH OF TOTOWA PUBLIC LIBRARY

LIBRARY OF THINGS LENDING GUIDELINES AND AGREEMENT

Guidelines for Borrowing and Use

- Objects lent out by the Library through its Library of Things program (“Things”), may only be checked out from the Main Desk.
- A valid Totowa Public Library card with current address and no outstanding fines is required to borrow a Thing.
- A valid government issued ID with picture and current address must be presented. If the address on ID and account do not match, you will be asked to validate your account by bringing proof of address.
- Borrowers must be 18 years old or older.
- Borrowers must read, understand, and sign this Agreement before they check out a Thing.
- A list of the replacement costs of Things is maintained by the Library and is available upon request.
- The responsibility to protect against loss is the borrower’s.
- Totowa Public Library is not responsible for the loss of any data while using this equipment.

Proper Care and Use

- As with any Thing, use care when handling.
- All “things” borrowed must be returned in the condition it was checked out. With all parts and components clean and intact.

Liability

The borrower is solely responsible for the Thing and will be billed for reasonable repair or replacement costs associated with damage or loss of Things and/or peripherals due to neglect or abuse.

THING LENDING AGREEMENT

I agree:

- To abide by Totowa Public Library’s Library of Things Lending guidelines as stated above.
- To pay an overdue fine if the Thing is returned late.
- To pay full repair and/or replacement costs should the Thing or components of the Thing be stolen, lost, not returned or damaged.

In consideration of being permitted to borrow the Thing, I hereby voluntarily waive, release, and discharge and covenant not to sue the Authority (“Library”), its respective successors, assigns,

officers, agents, employees, and volunteer (hereafter referred to as “Releasees”) 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 Thing, negligent act or omission of the Releasees, or otherwise arising out of or in any way related to or connected with my borrowing the Thing.

I have read the entire document and my signature below indicates my agreement with the above statements.

Print Name

Signature

Date

BOROUGH OF TOTOWA PUBLIC LIBRARY

LIBRARY OF THINGS SUPPLEMENTAL WAIVER

Informed Consent Form For Equipment

In consideration of my use of the equipment lent out by the Totowa Public Library Authority through its Library of Things program ("Equipment"), I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the **Totowa Public Library Authority ("Library") and its employees, officers, and agents, from any** loss, damage, or injury to persons or property arising from the Equipment, whether arising through the Library's negligence or imposed by law. In no event shall the Library be liable to me for indirect, **consequential or special damages, including without limitation lost use, revenue or profits.**

I agree to indemnify and hold the Library and its employees, officers, and agents, 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 Equipment.

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 Equipment. I am borrowing the Equipment "as is." I acknowledge that I have examined the Equipment and that its condition is acceptable. I agree to surrender the Equipment 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 Equipment in good condition, use it in a careful and proper manner and comply with all applicable laws and regulations.

I understand that the Library does not provide supervision or instruction for the use of the Equipment. I understand and acknowledge that the use of the Equipment involves risk of serious injury, including permanent disability and death. I agree to refrain from using any Equipment in a manner inconsistent with its intended design and purpose.

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.

Print Name

Date

Signature