

Brownell Library's Library of Things Borrower's Agreement

Liability Waiver & Indemnification Form

I, _____ (print name), make the following covenants, statements, and representations for myself and on behalf of my successors and assigns:

In consideration of being permitted to borrow tools and/or equipment, I hereby voluntarily release, waive, agree to indemnify and hold harmless the Library, the Village of Essex Junction and/or City of Essex Junction and its officers, agents, employees, and representatives from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any person, persons or property damage suffered or incurred by any person or persons that arises or may arise or be occasioned in any way occurring or connected with, directly or indirectly, by my or my designee's possession, borrowing, use, misuse, and return of the Library's tools and/or equipment. Should the Library or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold the Library harmless for all such fees and costs.

I am borrowing the tools and/or equipment as-is. I acknowledge that I have examined the tools and equipment and that the condition is acceptable. I agree to keep and maintain the tools or equipment in good condition, use it or them in a careful and appropriate manner, and to comply with all manufacturer recommendations. I understand and acknowledge that the use of the tools or equipment may expose me and others to harm or injury.

I understand that the Library does not provide supervision or instruction for use of the tools or equipment and that the Library and the Village and/or City of Essex Junction, its officers, agents, employees, and representatives claim no expertise and make no representation or warranty concerning the maintenance, quality or working order of a tool or piece of equipment, or the fitness of any tools or equipment for any particular use. I accept and take full responsibility for the use of said tools and/or equipment and shall be fully responsible to determine their quality, working order and fitness for any particular purpose prior to my use.

Any and all legal actions of or related to this agreement shall be solely brought in the State of Vermont, Chittenden Superior Court, and all actions related to this agreement shall be governed by the substantive law of the State of Vermont. Should any portion of this waiver and release be found to be void or unenforceable, the remaining portions shall continue in full force and effect.

I affirm that I have read and fully understand this Liability Waiver and Indemnification Form and the Brownell Library's Library of Things Borrower's Agreement & Use Policy and I understand that failure to comply with any of the Library 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 Brownell Library and the City of Essex Junction, its officers, agents, employees, and representatives.

I understand that this waiver & indemnification shall be in effect and on file for two years.

Signature: _____ Date: ___/___/___ Phone: _____

Address: _____ Email: _____

Brownell Library's Library of Things

Borrower's Agreement & Use Policy

1. Patrons must be aged 18 or over and be a patron in good standing for at least 6 months to borrow certain equipment from Brownell Library's ("Library") Library of Things.
2. Prior to borrowing tools and equipment, all Patrons must (a) sign the Waiver & Indemnification Form; and (b) sign this Borrower's Agreement & Use Policy, and (c) provide picture id and proof of address.
3. By taking possession of any item, the Patron is certifying that he or she is capable of using that item in a safe and proper manner.
4. Only the Patron is authorized to use Library tools and equipment, unless by the express permission of the Library.
5. Patrons may borrow up to three tools or pieces of equipment at a time.
6. All tools and equipment borrowed are to be returned to the Library by the close of business on their due date during the Library's open hours, inside the Library.
7. The Library may replace severely delinquent (i.e. unreturned) tools and equipment, holding the Patron responsible for the full replacement cost.
8. 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.
9. The Patron agrees that if any borrowed tool or piece of equipment becomes unsafe or in a state of disrepair, patron must immediately discontinue use of the tool or equipment and notify the Library of the issue on return, or earlier.
10. All tools and equipment are to be returned in the same (or better) condition as they were issued, barring normal wear and tear. All tools must be returned clean.
11. 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 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, and/or loss of items in part or in total.
12. The Library reserves the right to refuse the loan of any item at its discretion.
13. This agreement shall be in effect for two years.

I state that I have read and fully understand the Library of Things Borrower's Agreement and Use Policy of Brownell 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 Brownell Library and The Village of or City of Essex Junction.

Print Name: _____ Signature _____ Date: ____/____/____

Staff Use Only (Please Initial) _____

____ Photo ID checked against patron record ____ Note added to patron record ____ Filed

Approved by Brownell Library Trustees on April 18, 2022