

APPENDIX A

LeRoy Collins Leon County Public Library

Library of Things User Agreement and Liability Waiver and General Release

Name (“Borrower”) _____

Address _____

Phone _____

Library Card # _____

Are you at least 18 years of age? _____ Yes _____ No

I understand that this information may be subject to verification.

Borrower Agrees:

1. By signing this Library of Things User Agreement, Liability Waiver and General Release (hereinafter referred to as the “Agreement”) that I have read and fully understand Leon County Policy No. 22-1, Loan of Library Materials and Equipment Policy (hereinafter referred to as the “LLM Policy”).
2. To abide by all terms and conditions applicable to my participation in the LeRoy Collins Leon County Public Library System’s Library of Things (hereinafter referred to as the “LoT”) program as specified in the LLM Policy.
3. The Leon County Public Library system staff is not available to assist in explaining the operation of items, or the delivery or pick up of items.
4. By taking possession of any item, I am certifying that I am capable of using it in a safe and proper manner and will only use the item(s) for its intended use.
5. That while participating in LoT, I will, at all times exercise due care in the handling, operation, care, and storage of any borrowed item and will return item(s) in the same (or better) condition as they were issued, excluding normal wear and tear. All items must be returned clean.
6. 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 items. Borrowers who do not pay replacement costs are banned from checking out further items.

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7. If an item is returned late, I am responsible for the late fee. This late fee is \$5 per day and is capped at \$50. The Library may replace severely delinquent items, not returned within 21 days of the due date, holding the Borrower responsible for the full replacement cost. Any outstanding fines must be paid in full before Borrower may borrow additional items.

8. Leon County Board of County Commissioners and the LeRoy Collins Leon County Public Library System (collectively, the "County") reserves the right to use appropriate steps to retrieve delinquent items or unpaid fines and fees, including the use of a collection agency and/or any available remedies at law or in equity and assess the delinquent Borrower with the costs of any such action, including reasonable attorney's fees and costs.

9. Failure to return any borrowed item or returning a borrowed item severely damaged may result in the County exercising its right to seek any available remedies at law or in equity.

Liability Waiver and General Release

10. The County makes no representation concerning the fitness of any tool for any particular use. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the County may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

11. I acknowledge and understand that by participating in the LoT, I am exposing myself to all risks, known and unknown associated with utilizing any borrowed item(s), and I expressly assume such risks.

12. I expressly represent and warrant I am entering into this Agreement voluntarily and except for the terms and conditions outlined in this Agreement and Policy 98-12, no other promises or inducements have been offered. I further agree that I have read and fully understand this Agreement, including but limited to, my rights and obligations under this Agreement and the Policy.

13. I agree that the County is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed item.

14. I will not allow any other individual to use any tool I borrow from the LoT. I understand that it is solely my responsibility to ensure I am the only individual using the item(s). I further understand that the County is not responsible for any injuries or damage resulting from the use of any items by any unauthorized person.

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15. I recognize that there are particular risks associated with the borrowing and use of items from LoT and, in order to participate in this program, on my behalf and behalf of my heirs, executors, and assigns, I do hereby waive liability and release and forever discharge Leon County, Florida, and the Board of County Commissioners of Leon County, their agents, officials, officers, departments, and employees, jointly and/or severally from all manner of actions or cause of action, suits, debts, claims, damages, injuries or death whatsoever, in law or equity, which I might have against Leon County, Florida, and the Board of County Commissioners of Leon County, their agents, officials, officers, departments, and employees, jointly and/or severally by reason of any cause or thing whatsoever. This release and waiver includes, but is not limited to, waiver of all claims, suits and causes of action based upon negligence or tortuous act or conduct by Leon County, Florida, or the Board of County Commissioners of Leon County, their agents, officials, officers, departments, and employees, jointly and/or severally. I realize that by virtue of this provision, I am waiving specific rights of recovery for injuries, death or damages which I may suffer and other rights which I may have knowingly done so by execution of this Library of Things User Agreement, Liability Waiver and General Release.

For the mutual consideration contained herein, by signing below I affirm that the information that I have provided in this Agreement is current, true, and correct. I further affirm I have read, I fully understand, and will comply with Policy No. 22-1 "Loan of Library Materials and Equipment" and this Library of Things User Agreement, Liability Waiver and General Release.

Name: _____

Signature: _____

Date ____ / ____ / ____

For Staff Use Only:

Item: _____

Item ID #: _____

All parts present: Y or N

Staff initials: _____

Date: _____