

Minot Tool Library Liability and Indemnification Waiver

I, _____ (*print name*), Borrower, being 18 years or older, of sound mind and capable of signing this Minot Tool Library Liability and Indemnification Waiver, in consideration for being allowed to borrow the following tool(s) from the Minot Public Library’s Tool Library (“Minot Tool Library”) for the following dates:

TOOL(S):

DATES:

- 1.** _____
- 2.** _____
- 3.** _____

- Checkout:** _____ **Due:** _____
- Checkout:** _____ **Due:** _____
- Checkout:** _____ **Due:** _____

hereby stipulate and agree to the following covenants, statements, and representations:

- 1. Membership Identification Required.** By signing a Minot Tool Library Liability and Indemnification Waiver, I hereby represent that I have been a patron of the Minot Public Library for at least 90 days.
- 2. Verified Borrower Use Only.** I understand that only Borrowers that have reviewed, signed, and submitted the Minot Tool Library Liability and Indemnification Waiver are authorized to use tools from the Minot Tool Library. I will not permit use of any tool from the Minot Tool Library to be used by any other person unless by the express permission of the Minot Tool Library.
- 3. Right of Refusal.** The Minot Public Library reserves the right to refuse the loan of any tool at its sole discretion.
- 4. Return within seven (7) Days.** I understand that all tools borrowed are to be returned or renewed no later than seven days after the tool is borrowed. I understand that this applies to tools checked out during any of the Library’s open hours and that tools must be returned to the Library during these hours.
 - a. Renewals.** I understand that tools may be renewed one time if no other patron is on reserve for this tool. The Minot Public Library reserves the right to refuse or limit renewals and will do so based upon demand.
 - b. Late Fees.** I understand that if a tool is returned after it is due, I will be responsible for a late fee. The late fee will be assessed at the rate of either \$.10 or \$1.00 (depending on the classification of the tool) per tool for each day the Minot Public Library is open until the tool is returned in a clean and operable condition. Late fees shall be capped at the full replacement cost of the tool.
 - c. Delinquent Tools/Unpaid Fines.** I understand that the Minot Public Library reserves the right to use appropriate steps to retrieve delinquent tools or unpaid fines and fees, including the use of a collection agency and/or legal action and to assess Borrowers with the costs of any such action.
- 5. Clean Return.** I agree that I will return all tools borrowed from the Minot Tool Library in the same condition in which it was received, barring normal wear and tear. I will clean any tool that I borrow prior to its return to the Minot Public Library. I agree to pay for the loss of or damage to any item borrowed from the Minot Tool Library and agree to accept the Minot Public Library’s assessment of condition of items and any associated fines or fees. Further, I agree NOT to return tools in the Library’s exterior book drop, but to return them to one of the Library’s circulation desks.

6. Manufacturing Defects/Damage Report Required. I agree that the Minot Tool Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tool. I will immediately report any damage to any tool to the Minot Public Library upon its return. I agree that if any borrowed tool becomes unsafe or in a state of disrepair, I will immediately discontinue the use of the tool and notify the Minot Public Library of the issue upon return of the tool, if not earlier. Additionally, I agree that in the event I damage any tool from the Minot Public Library beyond reasonable repair, I will finance the cost to replace the tool.

7. I, _____ (*print name*), Borrower, do hereby represent and confirm the following (*please initial next to each*):

a. Borrower Warrants Capability and Experience. I, Borrower, do hereby represent and confirm that by taking possession of any tool from the Minot Tool Library I am certifying that I am capable and experienced in using any tool that borrowed tool in a safe and proper manner and that I am able to transport the borrowed tool to and from the Library. _____ (*initial*)

b. Waiver of Claims. I, Borrower, in consideration of being permitted to borrow tools from the Minot Tool Library, do hereby agree for myself and on behalf of my successors and assigns, to waive any and all claims against the Minot Public Library, the City of Minot, and its officers, agents, employees, and volunteers for any damage to property, personal injuries, or death suffered by myself or any other individual that uses the tool borrowed from the Minot Tool Library during the timeframe in which I have borrowed the tool. _____ (*initial*)

c. Indemnification. I, Borrower, on behalf of myself and my successors and assigns, in consideration of being allowed permission to borrow tools from the Minot Public Library's Tool Library, hereby agree to release, indemnify, and hold harmless the Minot Public Library, the City of Minot, and its officers, agents, employees, and volunteers from any and all liability, loss, claims, demands, actions, or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of the tools I am borrowing from the Minot Public Library's tool library. _____ (*initial*)

d. No Warranty on Expertise or Fitness of Tools. I, Borrower, am aware that no employee of the Minot Public Library, the City of Minot, or any other individual or entity involved with the Minot Tool Library claims an expertise with any tool and makes no representation concerning the fitness of any tool for any particular use. _____ (*initial*)

I affirm that the above information is current, true, and correct, and may be subject to verification. I further state that I have read and fully understand the rules and regulations of the Minot Public Library and the Minot Tool Library regarding borrowing tools 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.

By signing this Liability Waiver, I hereby represent that I have read this waiver and indemnification form in its entirety, and relinquish any and all current and future claims against the Minot Public Library, the Minot Tool Library, the City of Minot, and any of their officers, agents, and employees for any causes of actions arising out of my use of borrowed tools from the City of Minot Tool Library, or any other individual that I allow to use borrowed tools from the City of Minot Tool Library.

Borrower Signature: _____

Date: ____/____/____

Name (print): _____