

# Central Arkansas Library System

## Tool Library Borrower's Agreement & Tool Use Policy

1. Patrons must be age 18 or over to borrow tools from the CALS Dee Brown Tool Library ("Library").
2. Prior to borrowing tools, all Patrons must (a) be a Central Arkansas Library System (CALS) cardholder, with a fine balance under \$100 or an active payment plan; (b) sign the Waiver and Indemnification form; (c) sign this Tool Policy form; and (d) verify their identity. Verification of the Patron's identity is accomplished by presenting a valid government-issued photo ID. The Patron must notify the library immediately if there are changes to their address, phone number, or email address.
3. Library staff is available to assist in explaining operation of tools. However, by taking possession of any item, **the Patron is certifying that they are capable of using that item in a safe and proper manner.** The Patron agrees to read any included manuals or other safety information before use.
4. All tools lent by the CALS Dee Brown Tool Library are the property of the Central Arkansas Library System. **Only the Patron is authorized to use the CALS tools.** The Patron should not permit the use of said tools by any other person.
5. Tool borrowers are limited to checking out five tools at a time. No more than three power tools may be checked out at one time.
6. Tools are loaned for **7 days**. If no other Patron has requested the item, tools may be renewed a maximum of five times. Tools must be checked out and returned at the Dee Brown Library during the library's open hours. Do not place tools in the book drop.
7. A \$.10 per day fine will be applied to tools returned late. After two weeks, the Patron will be billed for the full replacement cost of the tool, and the library may take steps to retrieve the tool up to and including collection agency and/or legal action.
8. CALS reserves the right to limit checkouts, renewals, and holds on tools.
9. **The Patron agrees that CALS is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools.**
10. **The Patron agrees that if any borrowed tool becomes unsafe or in a state of disrepair, he or she must immediately discontinue use of the tool and notify CALS of the issue on return, if not earlier.**
11. **All tools are to be returned in the same condition as they were issued, barring normal wear and tear. All tools must be returned clean.** Barcodes and other identifiers may not be removed. The Patron agrees 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 Library's assessment of fair restitution (fees) for damage, dirtiness, delinquency and/or loss of items in part or in total. The fee could equal the full replacement cost of the item plus a \$7.50 processing fee.
12. I affirm that the information I have provided for my Patron record is current, true, and correct. I understand that this information may be subject to verification. I further state that I have read and fully understand the rules and regulations of the Dee Brown Tool 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.

**PATRON SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# Waiver and Indemnification

- I, \_\_\_\_\_ (*print name*), state that I am capable of using the tools I am borrowing. I will use the tools I am borrowing in a safe and proper manner.
- I, \_\_\_\_\_ (*print name*), do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, waive any and all claims against the Central Arkansas Library System for any injury or injuries of any nature that I may suffer or incur in the use of the tools that I am borrowing from the CALS Dee Brown Tool Library.
- I, \_\_\_\_\_ (*print name*), do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow tools, agree to release and indemnify and hold harmless the Central Arkansas Library System, their officers, agents, volunteers, and employees from any and all liability, loss, claims, and demands, actions, or causes of action for 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 or possession of tools I am borrowing from the CALS Dee Brown Tool Library. I am aware that CALS, the Dee Brown Tool Library, its partners, directors, officers, volunteers, and employees claim no expertise and make no representation concerning the fitness of any tool for any particular use.

**PATRON NAME (print):** \_\_\_\_\_

**PATRON SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**LIBRARY CARD:** \_\_\_\_\_

**SIGNATURE OF LIBRARY STAFF:** \_\_\_\_\_

**NOTES:**