

TOWN OF FREEPORT
ELECTRIC TOOL LENDING LIBRARY EQUIPMENT USE AGREEMENT

CONTACT INFORMATION OF USER

First Name: _____ Last Name: _____

Mailing Address: _____

Telephone: _____ Email: _____

ELIGIBILITY. User must have an active Library Card for the Freeport Community Library, be a resident of the Town of Freeport, and be 18 years of age or older.

USE OF EQUIPMENT. All Equipment is property of the Town and is offered for use as-is without any guarantees or warranties about its functionality, condition, or suitability for a particular purpose, and User accepts all risks associated with its use of the Equipment. User shall use the Equipment in a safe and proper manner. The Equipment shall not be used for any commercial purposes. No other persons are permitted to use the Equipment except for User. User agrees that the Equipment will not be subjected to unnecessarily rough usage, that it will be used in accordance with its design, and that its use will conform to all applicable laws, ordinance, policies, and regulations. Before using the Equipment, the User will review the included user manual for the Equipment. User shall not remove or tamper with any safety features on the Equipment.

RESPONSIBILITIES OF USER. User shall take proper care of all Equipment. User shall timely return all Equipment in proper working order in at least the same quality of condition as that in which such Equipment was issued, allowing for normal wear and tear. If any piece of Equipment appears to be damaged or unsafe, User shall discontinue use, promptly notify the Town, and return the Equipment to the Town. The Town is not responsible for any manufacturing defects or for risks inherent in any of the Equipment borrowed.

PERIOD OF USE. Equipment is loaned for a period of 6 (six) calendar days, with pick-up by appointment on Friday and return by appointment on Wednesday or Thursday if Wednesday is a legal holiday (the "Loan Period"). If the Equipment is not returned by the end of the Loan Period, User's Tool Lending Library borrowing privileges may be suspended. If the Equipment remains unreturned for 20 (twenty) days after the expiration of the Loan Period, User shall be billed the cost to replace the Equipment. Failure to return the Equipment within 20 (twenty) days after the due date may be treated as a crime.

LOSS OR DAMAGE. If the User fails to return the Equipment, or returns the Equipment in an inoperable condition due to unnecessarily rough or improper usage of Equipment, the Town will bill the User and User shall pay the Town the cost to repair the Equipment or the replacement cost of the Equipment.

INDEMNIFICATION. User agrees to indemnify and hold harmless the Town, its officials, agents, and employees, harmless against all claims, losses, suits, demands, orders, judgments, and costs (including attorney fees) (collectively, "Claims") arising out of User's borrowing or use of Equipment under this Agreement. This indemnification and hold harmless provision shall apply to Claims attributable to the negligence of the Town, its agents, officers, and employees. This indemnification/hold harmless provision shall survive termination of this Agreement.

Signed: _____

Date: _____

Printed Name: _____