

COUNCIL BLUFFS PUBLIC LIBRARY
WAIVER AND RELEASE FORM

1. PHYSICAL CONDITION OF MAKERSPACE EQUIPMENT. You acknowledge that prior to taking the rental equipment; you examined it and saw it in operation (if appropriate). You acknowledge that the equipment is in good working condition except for any defect noted by the Council Bluffs Public Library (“CBPL”). You are responsible to return the rental equipment to the CBPL in the same working condition.

2. TITLE. You agree that CBPL shall retain all rights to ownership and title to the equipment. You also agree that no ownership or title to the equipment is passed to you under the agreement and you will not do or permit anyone else to do anything that is inconsistent with CBPL’s ownership and title to the equipment.

3. USE OF THE EQUIPMENT. Equipment rental shall be no longer than five (5) days, with a valid library card. You agree that you are solely responsible for the safe and proper use of the borrowed equipment. You further agree that the equipment be used only for the purpose for which the equipment was manufactured and intended. Subleasing or improper use of the equipment is strictly prohibited. You assume all risk inherent to the use of the equipment and agree to assume the entire responsibility for the defense of and to pay, indemnify and hold CBPL (including employees and volunteers) harmless from, and hereby release CBPL from any and all claims, liability for damage to property or bodily injury (including death) resulting from the use, condition, operation, or possession of the equipment, including damage or injury caused by the negligence of CBPL employees and volunteers or by your reliance on incorrect or negligent representations, instructions, or advice by CBPL employees and volunteers. You agree that no warranties, express or implied, including merchantability or fitness for a particular purpose, have been made by CBPL in connection with the equipment. In no event shall CBPL be liable for special, direct, indirect, or consequential damages in connection with this agreement. You agree to make every reasonable effort to prevent unauthorized third parties from using CBPL tools and equipment. You agree to indemnify CBPL for any liability as a result of damage or injury caused to a third party or unauthorized third party use of tools or equipment. You are responsible for repair costs or replacement of tools and equipment damaged by unauthorized third party use.

4. RESPONSIBILITY FOR EQUIPMENT. You are responsible for the equipment from the time it is rented by you until it is returned. If the equipment is lost, stolen or damaged under any circumstances while being borrowed, regardless of fault, you shall be responsible for all charges to replace or repair equipment including any labor costs.

5. EQUIPMENT FAILURE AND REPAIR. You agree to immediately discontinue the use of the equipment should it become unsafe or in any state of disrepair, and you agree to notify the CBPL of the facts surrounding such occurrences. The CBPL may, in its sole discretion, make the equipment operable within a reasonable time or provide you with a similar piece of equipment, if available, or adjust any charges as applicable. This provision does not relieve you from the obligation imposed by other sections of this

agreement. In all events, the CBPL shall not be responsible for any injury or damage, including consequential damage, resulting from the failure or defect of any rental equipment.

6. RETURN OF THE EQUIPMENT.

A. The equipment is loaned to you subject to this agreement for rental charges and for the period printed on this agreement. Replacement costs and fees set out in the CBPL Rules and Borrowing Policies will apply if equipment is kept longer than the agreed upon borrowing period. Equipment must be returned to a CBPL staff member at the Makerspace or Reference Desk during regular hours of operation. Equipment shall not be returned in the book drop.

B. If this agreement has not been extended and you fail to return the equipment when due, or you default on your obligation hereunder, CBPL may take such steps as permitted by law to:

i. retake the equipment at any time to protect its ownership of the equipment and its interest under this agreement; and/or

ii. secure the reasonable value of the equipment based on the condition of the equipment at the beginning of the rental period. In such event, you shall reimburse CBPL for all costs incurred, including without limitation, reasonable legal fees;

C. Notwithstanding any retaking of equipment by CBPL and/or payment of the reasonable value of the equipment as described above, you shall be responsible for amounts due and unpaid by you to CBPL under this agreement, including the amount incurred by CBPL arising as a result of or in connection with the retaking of equipment as provided for in this clause. In addition, you acknowledge that the failure to return equipment within the contracted time and the sale or concealment of the equipment are prohibited and that such action may constitute a crime. In this event, CBPL, in addition to any action it may take, may notify authorities or take other action including the filing of criminal complaints subjecting you to possible criminal prosecution. You acknowledge that CBPL are entitled to take any or all of the actions specified in 6(A) or 6(B) without recourse.

Name

Signature

Date

Street Address

City, State, Zip Code