

Orion Township Public Library
Equipment Rental Agreement/Liability Waiver and Procedures

Borrower Name (please print): _____

Library Card #: _____ Telephone: _____ Email: _____

Please read this agreement carefully. It is a binding contract and affects any rights you may have if you are injured or otherwise suffer damages while participating in this activity.

For and in consideration of being allowed to borrow Orion Township Public Library ("Library") equipment, I agree to the following:

1. All references to the Library include the Library's trustees, employees and agents.
2. I understand that there are dangers and risks in using equipment. I assume all such dangers and risks associated with use of the equipment as defined below. Further, I release the Library from any and all damages or injuries I sustain as a result of using Library Equipment, including but not limited to, those arising out of any negligence on the part of the Library.
3. I agree to hold harmless and indemnify the Library from any and all liability for any property damage, loss or personal injury to any third party resulting from my use of the tool and any accessories ("Equipment").
4. I am responsible for any damages, negligent or wrongful use, or replacement costs associated with the tools or accessories.
5. I am at least 18 years of age and capable of safely using power tools.
6. I had the opportunity to check the condition of the Equipment prior to use and verify proper manufacturer instructions were provided to me.
7. I will report any damage or any problems or defects with the Equipment to OTPL
8. I am the only one who may use the Equipment.
9. I have been advised that I should wear safety glasses at all times while using power tools.
10. In entering into this Agreement I am not relying on any oral or written representations or statements made by the Library with respect to the safety or condition of the Equipment. **I understand that I am receiving the Equipment in its as-is condition, and agree that the Library is making no warranties, express or implied, as to any matter whatsoever, including without limitation, the merchantability of the Equipment or its fitness for any particular use or purposes.**
11. I will return the tools and accessories cleaned and in the same condition as when I received them by the due date.
12. I have read and I understand all of the above.
13. I have been provided with a copy of the Agreement.

Borrower Signature _____ Date: _____

Print Name Date: _____

When returning: I acknowledge that I have returned the Tool and any accessories in good condition.

Borrower Signature _____ Date: _____

Clerk Initials	Tool	Tool #2 (if cko more than 1)

Staff Use Only

Checkout (staff initial and fill out below)

Photo ID verified _____ Waiver Signed _____ Checkout Date _____ Due Date _____

Returning (staff initial and fill out below)

Return signed _____ Return Date _____ Return Time _____

Tool Physical Condition (circle): Satisfactory Problem Observed

Accessory Physical Condition (circle): Satisfactory Problem Observed

Please specify any problems observed by staff or reported by patron: _____