



Copper Queen Library (CQL)

6 Main Street | PO BOX 1857 | Bisbee, AZ 85603
520-432-4232 | www.copperqueenlibrary.com

TOOL LENDING LIBRARY

@ San Jose Library Annex
519 W. Melody Lane | Bisbee, AZ 85603
520-432-5381 | ext 3213

POLICY (EXHIBIT A)

The CQ Library of Things is located at the San Jose Library Annex at 519 W. Melody Lane, Bisbee, AZ 85603.

Only patrons with a Copper Queen Library Card may check out items from the Library of Things.

Patrons must review and sign this policy and the waiver/indemnification agreement. By signing, patrons agree to comply with the terms of this Lending Policy. **Patrons are also waiving any and all claims that could arise from the use of the tools.**

1. Patrons must be age 18 or older to borrow tools from the Library of Things.
2. Only Patrons may use tools: Patrons may not permit any other person to use items that the Patron has checked out.
3. **Proper Use and Safety:** Each Patron agrees that by taking possession of any tool (or other item) from the CQ Library of Things, they are certifying that they are capable of using that tool or item in a safe and proper manner. The Patron agrees that the City of Bisbee and the Copper Queen Library have no control over the manner in which borrowed tools are operated. Patrons shall not remove any operational or safety instructions from tools or items borrowed from the CQ Library of Things.
4. **Waiver of Liability for Tool Manufacturing or Maintenance Defects:** The undersigned Patron agrees that the City of Bisbee, its agents, and employees are not responsible for any design defects in the borrowed tools, manufacturing defects in quality of workmanship or materials in borrowed tools, or any faulty maintenance of any borrowed tools. Patron acknowledges that tools are inherently dangerous. Accordingly, Patron assumes all risk of liability, injury and damages. Patron further waives his or her right to bring any claim, associated with the use of the borrowed tools.

Patron's Initials

____/____/_____
Date

5. **Return of Damaged Tools:** The Patron agrees that if at any point the borrowed tool becomes unsafe or in a state of disrepair, the Patron will immediately discontinue use of the tool, notify CQL and return the tool at the next scheduled CQL opening.
6. **Condition of Tools at Return:** All borrowed items must be returned to the San Jose Library Annex at 519 W. Melody Lane, Bisbee, AZ during scheduled hours of operation. All tools must be returned clean, and in the same condition as they were issued, barring normal wear and tear. The Patron will maintain the equipment during the lending period and CQL Staff will evaluate and assess any damaged or broken tools upon return. If determined repairable, Patrons will be charged a repair fee, not to exceed 50% of the

replacement cost of the tool. If tools are deemed damaged or broken beyond repair, the Patron will be charged a replacement fee, not to exceed the replacement cost of the tool. The Patron agrees to accept CQL Staff's assessment of the condition of returned items and the amount of fair restitution for damage or replacement of items, and to pay any such amount at the time of check-in.

7. **Due Date for Return of Tools, Fees and Fines, Replacement:** Tools may be checked out for seven (7) days. Tools must be returned in person during normal operating hours of the San Jose Annex. If items are not returned on or before the due date, fines will be accrued until items are returned. All fines and fees must be paid before Patrons can renew or borrow additional tools. The Patron further agrees to accept CQL Staff's assessment of fair restitution for delinquency and/or loss of items. CQL may, at its sole discretion, suspend or terminate a Patron's library account and suspend the Patron's borrowing privileges if tools are delinquent more than 4 weeks. Patrons are responsible to pay CQL the replacement cost for any lost or stolen tools.
8. **Discretion to Loan:** Borrowing tools and material from CQL is a privilege afforded to the Patrons of the Copper Queen Library. CQL reserves the right, at its sole discretion, to suspend the borrowing privileges of any patron who fails to abide by this Lending Policy. CQL may refuse requests for library registration or the loan of any item, at CQL's sole discretion.
9. **Compliance and Modifications:** The registration and borrowing privileges of all CQL Patrons are subject to the provisions of this Lending Policy, and failure to comply with this Lending Policy may result in revocation of membership in CQL, loss of borrowing privileges, or legal action, as appropriate.

CQL WAIVER AND INDEMNIFICATION AGREEMENT (EXHIBIT B)

I, _____ (*print name*), acknowledge and agree to the following provisions of this Waiver and Indemnification Agreement:

1. I am capable and experienced in the use of the tools that I am borrowing from Copper Queen Library. I will use the tools for their intended purpose, and I will maintain the tools in a safe and proper manner until I return the tools to CQL.
2. I recognize the inherent dangers and risks in the transporting, loading, unloading and the use of tools. I acknowledge that CQL has no duty to supervise, instruct, or otherwise control my use or maintenance of the borrowed tools or the use or maintenance of such tools by any other person, and does not represent or warrant in any way that the tools I am borrowing are appropriate for my intended use.
3. The borrowing of tools from CQL is subject to CQL's Lending Policies, as in effect and amended from time to time.
4. I will not allow any other person to use the tools that I am borrowing. I have inspected each borrowed tool and accept its condition, have noted all damage or defects, and notified CQL of my findings, if any. I accept the tools in their present AS-IS condition. I acknowledge that CQL makes no representations or warranties as to the condition of the tools and disclaims all warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. In consideration of being permitted to borrow tools from CQL, I, on my own behalf and on behalf of my heirs, assigns, successors, executors, and estate, agree to assume all the risks and responsibilities surrounding my borrowing of the tools, the transportation of the tools, and in any activities I may undertake in connection

with the tools borrowed from CQL, and in advance release, waive, forever discharge, and covenant not to sue CQL and the City of Bisbee from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Released Parties, or otherwise, while in, on, upon, or in transit to or from the location where the tools may be used, or in connection with the use of the tools, whether on my own property, CQL's property, or the property of any third party. It is my express intent that this release and waiver shall bind the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a release of the above-named Released Parties. I further agree to save and hold harmless, indemnify, and defend the Released Parties from any claim by third parties arising out of, or in connection with, my borrowing, use, or transportation of the tools borrowed from CQL

6. I affirm that the information I provided on the attached Membership Application and Agreement is current, true, and correct and may be subject to verification by CQL. I agree to keep CQL informed of changes in my personal contact information.

7. I have read, fully understand, and agree to comply with this Waiver and Indemnification Agreement (above) and the CQL Lending Policy (on the front of this form). Failure to comply with the provisions of the CQL Lending Policy may result in revocation of my membership rights, loss of borrowing privileges, or legal action against me.

Last Name *(please print)*

First Name

Email

Home Address

Zip Code

Phone Number

By signing this Lending Policy and Agreement, I acknowledge that (1) the information provided is true and correct as of the date of this Tool Lending Library ; (2) I have read, signed, and agree to comply with the terms of the Waiver and Indemnification Agreement, set forth in ***Exhibit B*** above and (3) I have read and agree to comply with the terms of CQL's Lending Policy, set forth in ***Exhibit A*** (on the front of this form).

Signature of Patron

Date