

# LENDERY

## MEMBERSHIP AGREEMENT



In consideration for being permitted to use and borrow Lendery items:

I, \_\_\_\_\_, (PRINT NAME) state that I am at least 18 years of age, capable and experienced in the use of the item(s) that I am borrowing, and I will only use the item(s) in the manner in which they are intended, with the appropriate personal protective equipment.

I, \_\_\_\_\_, (PRINT NAME) understand and agree to responsibility associated with all of the following statements:

- I examined the item before I borrowed it, and saw it to be in good working condition. I will return the items in the same condition in which I borrowed them.
- I will clean any item I borrow before returning it, immediately report any damage to any item I borrow, and return any item I borrow in the same or better condition than when I borrowed it, barring normal wear and tear.
- I am aware that The Corporation of the Town of Newmarket, The Town of Newmarket Public Library Board, the Lendery, and their elected and appointed officials, directors, officers, employees, volunteers, partners and successors and assigns claim no expertise and make no representation concerning the fitness of any item for any particular use.
- I understand that only Lendery Members are authorized to borrow items from the Lendery. I shall not permit the use of Lendery items by a non-Lendery Member, unless I accompany the non-Lendery Member and supervise their use of the item at times. I am liable for non-Lendery Members I accompany and supervise in using items, and responsible for their adhering to the terms of this Lendery Membership Agreement.
- I have provided proof of person using valid picture identification.
- I agree that the borrowing period for items is seven (7) days.
- If I do not return the item(s), I will be charged the replacement cost(s) at 28 days overdue.
- I will return any items borrowed from the Lendery to the location from which it was borrowed. Items may only be returned in person during the Library's hours of operation.
- I agree that The Corporation of the Town of Newmarket, The Town of Newmarket Public Library Board, the Lendery, and their elected and appointed officials, directors, officers, employees, volunteers, partners and successors and assigns are not responsible for any manufacturing, material, or quality of workmanship defects of borrowed items.
- I will not use any borrowed items in any way that is contrary to applicable laws, and at all times while in possession of borrowed items adhere to applicable laws.
- I agree that if any borrowed items become unsafe or enter a state of disrepair, I will immediately discontinue the use of the item and notify the Lendery upon return of the item.
- I agree that if any borrowed item I return has been damaged during the borrowing period to such an extent that it can no longer be used, I will be responsible for the full replacement cost of the item.
- I agree to accept the Lendery's assessment of condition of items, and further agree to Lendery's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total.

# LIABILITY RELEASE AND INDEMNIFICATION



In consideration for being permitted to use and borrow Lendery items:

I, \_\_\_\_\_, (PRINT NAME) assume all risks associated with use of the borrowed item(s), and do hereby for myself, on behalf of my heirs, successors and assigns:

- release and hold harmless The Corporation of the Town of Newmarket, The Town of Newmarket Public Library Board, the Lendery, and their elected and appointed officials, directors, officers, employees, volunteers, partners and successors and assigns (collectively the “Lendery Releasees”) from any and all liability, claims, actions, loss, or damages of any nature, including but not limited to property damage, personal injury, and death, arising out of or related to the borrowing or use of items belonging to the Lendery, whether arising in tort (including negligence by the Lendery Releasees), strict liability, breach of warranty, contract, or any other legal theory;
- agree to indemnify and defend the Lendery Releasees against any and all liability, claims, or demands of any nature, including but not limited to property damage, personal injury, and death, arising out of or related to the borrowing or use of items belonging to the Lendery, whether arising in tort (including negligence by the Lendery Releasees), strict liability, breach of warranty, contract, or any other legal theory.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE MEMBERSHIP AGREEMENT AND THE LIABILITY RELEASE AND INDEMNIFICATION, AND THAT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Member Signature:

Date:

Witness Signature:

Date:

