



East Lake Community Library Gizmos & Gadgets Membership Agreement & Use Policy

Thank you for joining the East Lake Community Library Gizmos & Gadgets Collection. Please complete the information below and return it to the Library. Upon approval, your membership will be activated. Welcome!

Name: _____

Address: _____

Phone: _____

Are you at least 18 years of age? ____ YES ____ NO

I, _____ (the "Borrower") hereby agree to the following terms and conditions applicable to my participation in the East Lake Community Library Gizmos & Gadgets Collection:

1. Borrower must be age 18 or over to borrow gizmos and gadgets from the East Lake Community Library.
2. Prior to borrowing gizmos and gadgets, Borrower must (a) sign the East Lake Community Library Gizmos & Gadgets Release, a copy of which shall be provided with this application; (b) sign this Gizmos & Gadgets Membership Agreement & Gizmo Use Policy; and (c) have their Pinellas Public Library Cooperative ("PPLC") library card confirmed by staff and in good standing.
3. East Lake Community Library (the "Library") staff is not available to assist in explaining the operation of gizmos and gadgets. By taking possession of any gizmo or gadget, the Borrower is certifying that he or she is capable of using it in a safe and proper manner.
4. Only the Borrower is authorized to use East Lake Community Library gizmos and gadgets. The Borrower shall not permit the use of gizmos and gadgets checked out to him or her by any other person. It is the sole responsibility of the Borrower to ensure no unauthorized person uses the East Lake Community Library gizmos and gadgets.
5. The Gizmos & Gadgets Collection is available only at East Lake Community Library during operational hours. **The borrowing period is 14 days.** All gizmos and gadgets borrowed must be returned to the front desk of East Lake Community library, not the book drop or a different library, by close of business on the assigned due date. If a gizmo or gadget is returned late, the Borrower is responsible for a late fee. This late fee is \$1 per day and is capped at \$10. **The Library may replace severely delinquent gizmos and gadgets, not returned within 10 days of the due date, holding the Borrower responsible for the full replacement cost.** Any outstanding fines must be paid in full before Borrower may borrow additional gizmos and gadgets. The Library reserves the right to change the late fee and cap at any time at the sole discretion of the Library.
6. The Library reserves the right to use appropriate steps to retrieve delinquent gizmos and gadgets or unpaid fines and fees, including the use of a collection agency, law enforcement, and/or legal action and assess the delinquent Borrower with the costs of any such action, including reasonable attorney's fees and costs. The Library also reserves the right to forgive fees due to special circumstances.
7. **Borrowers cannot place holds on Gizmos and Gadgets. Gizmos and gadgets are not renewable.** Returned items are not immediately checked back into the system and borrowers cannot immediately check back out an item upon returning it. The Library reserves the right to refuse or limit borrowing gizmos and gadgets and will do so based on demand.



8. The Borrower agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed gizmos and gadgets.
9. The Borrower agrees that if any borrowed gizmo or gadget becomes unsafe or in a state of disrepair, he or she must immediately discontinue use of the item and notify the Library of the issue on return, if not earlier.
10. All gizmos and gadgets are to be returned in the same (or better) condition as they were issued, excluding normal wear and tear. All gizmos and gadgets must be returned clean. **All gizmos and gadgets must be returned only to the East Lake Community Library front desk during operational hours.** The Borrower agrees to pay for the loss of or damage to any gizmo or gadget or any part of a gizmo or gadget, and further agrees to accept the Library's assessment of the condition of gizmos and gadgets and to further agree to the Library's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of gizmos and gadgets in part or in total. This restitution amount could equal the full replacement cost of the gizmo or gadget. Borrowers who do not pay replacement costs are banned from checking out further gizmos and gadgets.
11. The Library reserves the right to refuse the loan of any gizmo or gadget at its sole discretion.
12. The Library reserves the right to alter or amend any of the rules, terms, or conditions included in this Membership Agreement in its sole discretion.
13. I affirm that the information that I have provided on this Gizmos & Gadgets Membership Agreement & Gizmo Use Policy is current, true, and correct. I understand that this information may be subject to verification.
14. I have read, fully understand, and agree to the rules and regulations of the East Lake Community Library Gizmos & Gadgets Collection contained herein and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges. I have read and signed the East Lake Community Library Gizmos & Gadgets Release relinquishing any and all claims against the East Lake Community Library and the City of Palm Harbor.

I have read and agree to abide by the East Lake Community Library Gizmo Use Policy. _____

Name: _____

Signature: _____

Date: _____

PPLC Library Card #: _____