

**CITY OF SOUTH PORTLAND
ELECTRIC TOOL LIBRARY (SPETL)
EQUIPMENT USE AGREEMENT**

CONTACT INFORMATION

First Name: _____ Last Name: _____

Address: _____ South Portland, ME 04106

Telephone: _____ Email: _____

The requisite for using Equipment under this program is having an active Library Use Card in South Portland, be a resident of the City of South Portland, and be 18 or older.

Responsibility of Equipment use lies with the individual identified above ("User") for the intended purposes outlined in the program documents. User agrees not to allow the use of Equipment for illegal purposes or for operating User's own or another's personal or commercial business. User agrees that the Equipment will not be subjected to unnecessarily rough usage, that it will be used in accordance with its design, and that its use will conform to all applicable laws, ordinance, policies, and regulations.

LOSS OR DAMAGE

In the event the Equipment is not returned, or returned inoperable due to unnecessarily rough usage of equipment, User shall pay the City the full replacement cost of the equipment, as shown on Master Fee Schedule. The User, by signing this Agreement, consents that if loaned equipment is not returned to the City, or if the equipment is returned inoperable due to gross misuse of equipment, the User will be charged the cost of replacing the equipment.

RESPONSIBILITIES OF USER

User making application for use of City of South Portland equipment. He/she/they acknowledges that while using City of South Portland equipment, User will take proper care of all equipment that he/she/they are entrusted with. He/she/they further understands that User must timely return all equipment and that the equipment must be returned in proper working order. He/she/they also understands that if Equipment is to become inoperable either mechanically or if the Equipment poses a safety hazard, the User will return the Equipment back to the City for repair. The User may not repair, tamper, or replace components of the Equipment without written consent by the City.

PERIOD OF USE

EQUIPMENT IS LOANED FROM THE SPETL FOR A PERIOD OF ONE WEEK. IF EQUIPMENT IS NOT RETURNED BY THE END OF THE LOAN PERIOD, THE USER WILL BE CHARGED \$1 PER DAY UNTIL THE EQUIPMENT IS RETURNED. IF THE EQUIPMENT REMAINS UNRETURNED FOR 30 DAYS, THE EQUIPMENT WILL BE CONSIDERED STOLEN AND THE USER WILL BE CHARGED THE COST TO REPLACE THE STOLEN EQUIPMENT. FAILURE TO RETURN LIBRARY MATERIALS WITHIN THE ESTABLISHED TIME FRAME IS CONSIDERED A CLASS D CRIME OF THEFT.

INDEMNIFICATION

He/she/they will see that the equipment is not misused or abused, that there is proper adult supervision at all times, and that all other terms of this use agreement are adhered to and followed. It is further understood that in consideration of the equipment being made available to User, User agrees to indemnify and save the City of South Portland harmless against all claims, suits, demands, orders, judgements as shall arise out of or by reason of action taken or not taken by the City of South Portland under this agreement, including, but not limited to, damages and costs, for which they City of South Portland may be found liable as well as reasonable attorney's fees and costs necessary to defend the interests of the City of South Portland. It is further agreed that this indemnification and hold harmless agreement will apply even if injuries or other damages are caused in whole or in part by acts of negligence by agents, officers or employees of the City of South Portland.

Signed: _____ Date: _____

Printed Name: _____