

Koch-Young Resource Center
Frank D. Lanterman Regional Center

LIBRARY LOAN AGREEMENT

Koch Young Resource Center library items may be borrowed by a person with a developmental disability, family members, advocates or service providers providing service or assistance to someone with a developmental disability (e.g. therapist, teacher, rehabilitation counselor). Library items include everything borrowed from the library including, but not limited to books and multimedia items.

Library book loans may be for up to four weeks, with an initial loan period of two (2) weeks, and the possibility of one renewal, for an additional period of two (2) weeks. Library video loans may be for up to two weeks, with an initial loan period of one (1) week, and the possibility of one renewal. Fines for overdue items are \$0.25 per day, beginning on the 8th day following the due date, and accrue at a maximum rate of \$5 per book or \$10.00 for multimedia items, until the equipment is returned. Borrowers will be prohibited from borrowing any additional materials (including books and videos) from the Koch-Young Resource Center until all outstanding items are returned and all fines are paid.

Materials must be returned in good condition. Charges will be applied for damaged material. At six weeks past the due date, we will consider the item(s) lost and send a letter requesting payment for the replacement of the item (s) plus a \$15.00 processing fee for each item. Library privileges will be suspended until the item(s) is replaced or payment is made.

Upon completion of the loan period, it is the obligation of the person borrowing the item(s) to return it on time and in the same condition as it was received.

Drop-off/pick-up locations are located in the following communities within Lanterman's service area. Request listing at the Help Desk or visit website for further details.

Borrower: _____

Daytime Phone: _____ Evening Phone: _____

Street Address: _____

City/State/Zip: _____

Fax: _____ E-Mail: _____

Please read and sign **BOTH** the Borrower's Responsibility and Liability and the Release of Liability Statements.

BORROWER'S RESPONSIBILITY

I understand and agree that I am responsible for the proper handling, storage, use, care, maintenance and return of the library item in the same condition that it was in when it was loaned to me.

I understand that it is illegal to copy or distribute any library item loaned through the Lanterman Regional Center. I will be solely responsible for any penalties, damages and/or license fees that may be demanded by the software manufacturer or distributor for my unauthorized use.

In the event that the library item is damaged, I will immediately notify the Resource Center staff at the Regional Center.

I will be responsible for any and all costs associated with the repair or replacement of the library item due to damage beyond normal wear and tear. Damage beyond normal wear and tear is to be determined at the sole discretion of the Regional Center.

In the event that I lose the library item, I will report such loss to the Regional Center.

In the event of theft of the equipment, I will not be liable if I immediately report the theft to the local law enforcement agency and provide a copy of that report to the Regional Center.

I will not pledge, assign, transfer or otherwise give any interest in the library item to any third party.

I will be responsible for any and all costs associated with return of the library item, including but not limited to costs and fees of litigation, reasonable attorney's fees and costs, repossession costs and any other costs reasonably incurred by the Regional Center in collecting the equipment from me.

My right to borrow library items may be suspended for failure to abide by this Loan Agreement.

Signature of Borrower Date

RELEASE OF LIABILITY

I agree to indemnify and hold harmless the Frank D. Lanterman Regional Center and any and all of their employees, agents or representatives, from damage to property or injury (including death) to myself, and/or any other person, and from any other loss, damage, expense, claim, demand, suit or action by any party against the Frank D. Lanterman Regional Center and any and all of their employees, agents or representatives, in connection with loan(s) of any equipment or item to me by the Koch-Young Resource Center. Further, I agree to indemnify the Frank D. Lanterman Regional Center for any claims against them or their agents, employees or representatives resulting from my failure to return or remove software as required in this agreement.

Signature of Borrower Date