



AUSTIN PUBLIC LIBRARY

Application for Out-Of-Library Use of the Heritage Edition of THE SAINT JOHN'S BIBLE and Conditions of Use Agreement

Name of Organization: _____

Contact Person (full name required): _____

Phone: _____ Fax: _____ E-mail _____

Address: _____

Volume(s) being borrowed: ___ Pentateuch ___ Historical Books ___ Psalms
___ Wisdom Books ___ Prophets ___ Gospels and Acts ___ Letters and Revelation

Briefly state the purpose/location for borrowing the volume(s):

Scheduled Checkout Date/Time: _____

Expected Return Date/Time: _____

Conditions of Use Agreement

Borrower agrees to complete a brief orientation session with a designated Austin Public Library staff member. A completed and signed "Orientation and Out-of-Library Use Checklist" is required prior to removing the borrowed volume(s) from the library building, and borrower agrees to comply with all terms and conditions detailed therein.

Under this Agreement, the volumes being borrowed may NOT be taken outside of Mower County and may not be loaned for traveling exhibition.

Proof of Insurance: A copy of your organization's certificate of insurance will be required prior to release of the requested volume(s). See the "Out-of-Library Use Checklist" for additional information on this requirement.

If the volume or volumes are **not returned or are returned in damaged condition, or if the volume(s) is/are not returned within 24 hours of the above-noted return time**, the library may take one or more of the following actions: assess appropriate late fines (\$100/day per volume), charge the borrowing organization for the replacement value of a full set of the Heritage Edition, charge the amount necessary for repair or replacement of pages or volumes, if such repair or replacement is possible, and/or prohibit the borrower from future privileges in regards to out-of-library use of the volumes. The Library Director shall have discretion in evaluating the most appropriate course of restorative measures or actions in such circumstances.

In addition, the borrower agrees to release and hold blameless the City of Austin and/or the Austin Public Library, its Board and employees, agents and assigns for any damages or liability of any kind related to the borrower's use of the volume(s).

I have read and understand the Conditions of Use Agreement and agree to abide by all terms, and am an authorized representative of the above-named borrowing organization.

Signature of Person Authorized by Borrowing Organization

Date Signed

**Last Reviewed: December 2018
Adopted: April 2013**

OUT-OF-LIBRARY USE CHECKLIST FOR THE HERITAGE EDITION OF *THE SAINT JOHN'S BIBLE*

BORROWER IS TO INITIAL EACH SECTION OF THIS CHECKLIST WHEN COMPLETED.

TERMS AND CONDITIONS:

Items are loaned only with the permission of the Austin Public Library Director, who may restrict or deny loan of the Heritage Edition volumes for exhibit when the physical condition of the volumes might be endangered by use. The Library Director may also deny loan for exhibit if the borrowing organization does not demonstrate the ability to meet requirements for the safe transport, exhibit and custody of materials. Loaned volumes may not be exhibited for more than six months.

- I. I have been provided with orientation on the proper handling, storage, use and care of the Austin Public Library's Heritage Edition of *The Saint John's Bible*. (Initials) _____**

Orientation was provided by (name of designated library staff member): _____

- II. Borrowing Organization's Plan for storage, use and care of Volumes (Initials) _____**

The borrowing organization must provide appropriate security and protection from damage or deterioration from any external cause while the volume(s) is/are in transit, in storage or on exhibition. Borrowed volumes may not be altered or repaired in any way without written permission from the Austin Public Library.

A designated Austin Public Library staff member will examine and document all volumes prior to their release and at the time of their return. The Library Director shall reserve the right to recall borrowed volumes at any time.

The borrowing organization will treat the volumes with the same care as it does in the safekeeping of comparable property of its own. Evidence of damage or loss will immediately be reported to the lender.

Loaned volumes shall not be exhibited in any outdoor area or in close proximity to food, beverages or other substances likely to cause damage to the volumes.

- 1. Please describe when/where the volume(s) will be displayed or viewed for program purposes and how such display or public interaction will be supervised.**

- 2. Please describe where the volume(s) will be stored and how secured when not in use for the actual display or program.**

- 3. Please describe how and by whom the volume(s) will be transported to/from the location(s) for display/program and storage.**

- 4. Please note the names of any other persons who will be sharing custodial responsibility for the volume(s).**

III. Proof of Insurance: The borrowing organization is responsible for insurance coverage from the time the volume(s) is/are removed from the library building until their return to the library building. A copy of your organization's certificate of insurance is required prior to release of the requested volume(s). **Your organization must have sufficient coverage for the full replacement value of the entire set of the Heritage Edition, regardless of the number of volume(s) being borrowed.**

The full replacement value is established by the most current valuation provided to the Austin Public Library by St. John's University, Collegeville, Minnesota. Borrowing organization must provide a current certificate of liability insurance that names the Austin Public Library as a Loss Payee. The borrowing organization waives subrogation against the Austin Public Library and the City of Austin. In addition, the borrowing organization must confirm that the Austin Public Library is an additional insured entity.

My proof of insurance for the full replacement value of the Heritage Edition is attached to this checklist. **(Initials)** _____

Notice concerning copyright and use of images: The copyright laws of the United States of America govern the making of reproductions and the performance of copyrighted materials. Copyright of borrowed materials resides with the particular copyright owner(s). The borrowing organization is responsible for securing appropriate permission before reproducing any loaned work. The person using the borrowed volume(s) of this Heritage Edition of *The Saint John's Bible* is liable for any copyright infringement.

Borrower's Initials _____

VI. NOTES REGARDING PHYSICAL CONDITION OF VOLUME(S) BEING BORROWED:

I have examined the volume(s), box(es) and carrying case(s) being borrowed from the Austin Public Library and wish to note the following existing damage, soiling or other defects at the time I borrowed the item(s). If no defects are apparent (other than those already noted in the library's "Condition Notes," write "none." Otherwise, please specify the item/volume, page number or location of defect and a description of the defect.

ITEM/VOLUME	PAGE/LOCATION	DESCRIPTION

Initials of Borrower: _____

Actual Checkout Date/Time: _____ **APL Staff Initials at Checkout:** _____

Actual Return Date/Time: _____ **APL Staff Initials at Check-in:** _____

APL Staff check here ___ when borrower has completed orientation for storage, use and care, and the Out-of-Library Use Checklist has been completed.

Name of APL Staff Who Provided Orientation & Checklist: _____