

**PARKS PACK USER AGREEMENT
MONTEREY PARK BRUGGEMEYER LIBRARY**

In consideration of being permitted to use and to check out the City of Monterey Park's Parks Pack at the Monterey Park Bruggemeyer Library ("Parks Pack"), I agree to the following:

1. I agree and represent that I have read, understand, and agree to the Library's rules and policies regarding use of the Parks Pack that are set forth below. I understand that if I violate these rules and policies, the Library may revoke or suspend my privileges to use the Parks Pack. I understand that I may appeal the loss of privileges to the City Manager in person or in writing. The City Manager will be the final decision-making authority.
2. I understand that the City of Monterey Park and the Library, its officials, officers, directors, agents, members, representatives, volunteers, and employees claim no expertise and make no representation concerning the fitness of the Parks Pack or its contents for any particular use
3. I release, waive, discharge, and covenant on behalf of myself, successors and assigns, in consideration of being permitted to borrow a Parks Pack, to waive any and all claims and not to sue the City of Monterey Park, its elected and appointed officials, agents, volunteers, and employees ("Releasees") from all liability to me for any loss or damage, and any claim or demands on account of personal or property injury, whether caused by Releasees' negligence or otherwise, while I use the Parks Pack. I hereby agree to pay all expenses related thereto (including reasonable attorney's fees and costs) that the City of Monterey Park may incur for the undersigned's use of the borrowed Parks Pack.
4. I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
5. I acknowledge that the Parks Pack is for the exclusive use of the cardholder who borrowed the Pack. I will not allow any other person to use the Parks Pack or its contents.
6. I agree that the City of Monterey Park, its elected and appointed officials, agents, volunteers, and employees, are not responsible for any manufacturing defects in quality of workmanship or materials inherent the Parks Pack or its contents.

PARKS PACK USE RULES

- Patrons 18 years of age and older may borrow a Parks Pack for up to 21 days and are allowed one additional renewal for up to 21 days provided there are no holds on the pack.
- Parks Packs will be circulated on a first-come, first-served basis.
- A valid Monterey Park Bruggemeyer Library card must be presented at the time of checkout. Borrowers must be in good standing with a current address on file.
- Parks Packs must be checked out from and returned to the Circulation Desk.
- Users must accept full responsibility for the kit.
- Users agree to return Parks Packs to the Library on or before the due date in the same condition, with the exception of normal wear and tear, as when it was borrowed.
- If a borrower loses any of the accompanying items in the kit, they will be charged the following:
 - Rechargeable Flashlight and Charging Cable: \$27
 - *Hikes of Southern California* Book: \$21
 - *Birds of California* Book: \$19
 - Hiking Backpack: \$29
 - Compass: \$17
 - Hiking Poles: \$30
 - Binoculars: \$36
- If a borrower loses or does not return the kit by the due date, they will be charged a replacement cost of \$179 and a processing fee.
- If an item is returned damaged, the borrower agrees to pay for the loss or damage to the Parks Pack and/or its contents. If a borrower notices that the Parks Pack or its contents are damaged or unsafe, the borrower must immediately discontinue its use and notify the Library.

The Library retains the right to refuse to loan Parks Packs to any patron for failure to comply with any of the above rules and regulations, or for falsification of any application information.

By signing this Agreement, I agree that I have read and understand this Agreement, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date: _____ Signature: _____

Name: _____

Address: _____

Phone Number: _____

STAFF USE ONLY

Card Holder's Library Card Number: _____

Witnessed by: _____

Date: _____