

4.7 Equipment Use

The Library will make available to the general public a variety of Audio-Visual Equipment.

The Equipment will be made available under two types of use:

1. Regular Circulation – Pursuant to Circulation Policies, Section 3, all regular circulation rules apply. Equipment includes telescopes, musical and presentation equipment, etc.
2. Equipment Use Agreement – Requirements for access include an application and fee. This applies to McGuire Video Projecting/Recording Equipment and Thirlby Room Video Projection equipment.

Reviewed January 2003 / Revised March 15, 2018

Adopted: Y N

Support by: JOE JONES

Date: 3/15/18

Motion by : ANDY MAREK



Joseph Jones, Board Secretary

(AV Equipment Use Agreements included on following pages)

TRAVERSE AREA DISTRICT LIBRARY
AUDIOVISUAL TECHNOLOGY EQUIPMENT USE AGREEMENT

Person requesting use of equipment and address:

Date of use: _____

Fee: \$ _____

Requirements for Use:

In consideration of Traverse Area District Library's (TADL)'s authorization for me to use TADL's Audiovisual Technology Equipment, software, and related items (the "Equipment") located in the McGuire Community Room I agree to the terms and conditions as set forth below.

1. Prior to using the Equipment, I must present evidence that I have been trained in such use by the Land Information Access Association (LIAA) and am a certified producer or that I have engaged a LIAA certified producer to operate the equipment during my event.
2. I shall be responsible for maintaining the Equipment in working condition while I am using the Equipment.
3. I shall leave the Equipment in the same condition and working order that the equipment was in immediately prior to my use of the Equipment.
4. If the Equipment is vandalized, misplaced, destroyed, etc. while I am using the equipment, I shall reimburse TADL the amount required to replace or repair the damaged Equipment.
5. I shall use a USB external hard drive with sufficient storage for the recording of my event or program.
6. I will not live stream my event or program from the Equipment or utilize YouTube, ftp, Facebook or other similar preset existing pathways available to the general public without authorization by the Library Director. The sole method for recording my program or event shall be by external USB hard drive.
7. I represent that I have the necessary rights to my event or program and have acquired all necessary permissions or licenses for my event or program.
8. I will indemnify and save harmless the Library from and against and be responsible for all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomever made, brought, or prosecuted, based upon or attributable to this Agreement or any actions taken or things done by me with the Equipment or my use of the Equipment.
9. I UNDERSTAND THAT THE LIBRARY IS PROVIDING THE EQUIPMENT "AS IS WHERE IS" AND THE LIBRARY HAS MADE NO WARRANTIES OR

REPRESENTATIONS, EXPRESSED OR IMPLIED, RELATING TO THE EQUIPMENT AND THE LIBRARY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL THE LIBRARY OR ITS EMPLOYEES, BOARD MEMBERS, OR AUTHORIZED AGENTS BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER THE LIBRARY HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. THE SOLE REMEDY WITH RESPECT TO ANY DEFECT IN THE EQUIPMENT SHALL BE LIMITED TO THE FEE CHARGED FOR THE USE OF THE EQUIPMENT.

10. Additional requirements: _____

Staff Member's Signature Date

Borrower's Signature Date

(ORIGINAL DOCUMENT REMAINS IN TADL ADMINISTRATION OFFICE; COPY TO BORROWER)

The occurrence of any program or event in the Traverse Area District Library does not imply endorsement of or agreement with the content of that program or event or the aims of the sponsoring organization by the Library Staff or the Library Board.

TRAVERSE AREA DISTRICT LIBRARY
AUDIOVISUAL TECHNOLOGY EQUIPMENT USE AGREEMENT
FOR TADL CO-SPONSORED PROGRAMS OR EVENTS

Person requesting use of equipment and address:

Date of use: _____

Fee: \$ _____

Requirements for Use:

In consideration of Traverse Area District Library’s (TADL)’s authorization for me to use TADL’s Audiovisual Technology Equipment, software, and related items (the “Equipment”) located in the McGuire Community Room I agree to the terms and conditions as set forth below.

1. Prior to using the Equipment in connection with a TADL co-sponsored event, I must present evidence that I have been trained in such use by the Land Information Access Association (LIAA) and am a certified producer or that I have engaged a LIAA certified producer or a TADL employee to operate the equipment during my event. TADL employees may be available only as authorized and determined by the Library Director in the Library Director’s sole discretion.
2. I shall be responsible for maintaining the Equipment in working condition while I am using the Equipment.
3. I shall leave the Equipment in the same condition and working order that the equipment was in immediately prior to my use of the Equipment.
4. If the Equipment is vandalized, misplaced, destroyed, etc. while I am using the equipment, I shall reimburse TADL the amount required to replace or repair the damaged Equipment.
5. I shall use a USB external hard drive with sufficient storage for the recording of my event or program.
6. I will not live stream my event or program from the Equipment or utilize YouTube, ftp, Facebook or other similar preset existing pathways available to the general public without authorization by the Library Director. The sole method for recording my program or event shall be by external USB hard drive.
7. I represent that I have the necessary rights to my event or program and have acquired all necessary permissions or licenses for my event or program.
8. I will indemnify and save harmless the Library from and against and be responsible for all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomever made, brought, or prosecuted, based upon or attributable to this Agreement or any actions taken or things done by me with the Equipment or my use of the Equipment.

9. I UNDERSTAND THAT THE LIBRARY IS PROVIDING THE EQUIPMENT “AS IS WHERE IS” AND THE LIBRARY HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, RELATING TO THE EQUIPMENT AND THE LIBRARY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL THE LIBRARY OR ITS EMPLOYEES, BOARD MEMBERS, OR AUTHORIZED AGENTS BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER THE LIBRARY HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. THE SOLE REMEDY WITH RESPECT TO ANY DEFECT IN THE EQUIPMENT SHALL BE LIMITED TO THE FEE CHARGED FOR THE USE OF THE EQUIPMENT.

10. Additional requirements: _____

Staff Member’s Signature Date

Borrower’s Signature Date

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 "The foregoing Audiovisual Technology Equipment Use Agreement for TADL Co-sponsored Programs or Events is approved by the Traverse Area District Library (TADL) Board of Trustees on November 16, 2017 for use in conjunction with TADL policy 4.6 Public Use of Meeting Rooms."