

**WIMBERLEY VILLAGE LIBRARY
AGREEMENT FOR LOAN OF PERSONAL PROPERTY**

This agreement sets forth the conditions under which Wimberley Village Library ("WVL") may accept, but is not required to accept, a temporary loan of the following described personal property from _____ ("Owner").

1. Items loaned:

_____	Est. Value \$
_____	Est. Value \$
_____	Est. Value \$
_____	Est. Value \$
_____	Est. Value \$
_____	Est. Value \$

- 2. Term of Loan. The loan shall be for 4 Months (days/weeks/months/years) from the date of this instrument, unless terminated by WVL at an earlier date. Notice of an earlier termination will be communicated in writing by the WVL to Owner.
- 3. Insurance. WVL does not insure any loaned item nor is any loaned item insured under any insurance policy procured by WVL. Therefore, insurance of the loaned item(s) is the sole responsibility of the Owner and shall be insured by the Owner.
- 4. Termination. WVL may terminate the loan with or without cause by providing notice of termination to the Owner, its successors or assigns, in accordance with the notice provision of this agreement. In case such notice is returned to WVL as undeliverable, WVL shall be authorized to dispose of said loaned items of personal property in any manner WVL may deem proper no sooner than thirty (30) days after such notice is returned to WVL.
- 5. Notice to Owner. Notices to the Owner required under this agreement shall be communicated by United States certified mail and addressed and delivered to the following address:

PLEASE TAKE NOTICE:

- 6. IN ACCEPTING ANY LOAN OF PERSONAL PROPERTY, WVL RESERVES THE RIGHT TO, AT ANY TIME, AND FOR ANY REASON, REQUIRE REMOVAL OR CHANGE ANY DESIGNATION, LOCATION, PLACEMENT, ETC. OF THE LOANED ITEM IF, IN ITS

SOLE AND ABSLOUTE DISCRETION, WVL DETERMINES THAT THE REMOVAL OR CHANGE IS IN THE BEST INTEREST OF WVL.

7. No loan of personal property will be received until WVL approves that loan or use of item. The administration of such loaned item of personal property, including all uses and placement, is subject to the sole control and discretion of WVL. WVL may consider designated or requested uses for these items from the donor, but in no event is WVL bound in any way to honor the designation or request. WVL reserves the right to require withdraw any loaned items whose condition has deteriorated or may deteriorate or whose security appears to be threatened, or when other reasons necessitate withdrawal.

8. Responsibility of the Owner. ANY LOANED ITEM IS THE SOLE RESPONSIBILITY OF THE OWNER. THE RISK OF LOSS OR DAMAGE OF ANY KIND IS SOLELY UPON THE OWNER. THE OWNER ACCEPTS THIS RISK OF LOSS OR DAMAGE AND SHALL HOLD WVL HARMLESS FROM ANY RESPONSIBILITY FOR THE CONDITION OF THE LOANED ITEM, EVEN IF THE LOSS OR DAMAGE IS THE RESULT, IN WHOLE OR IN PART, OF ANY ACT OR OMISSION ON THE PART OF WVL OR ANY DIRECTOR, OFFICER, AGENT, EMPLOYEE, VOLI-INTEER, OR REPRESENTATIVE OF WVL, REGARDLESS IF WHETHER SUCH ACT IS CHARACTERIZED AS NEGLIGENCE OR GROSS NEGLIGENCE.

SIGNED THIS ___ DAY OF _____, 20_____

OWNER:

ITEM(S) ACCEPTED:

For Wimberley Village Library

[Type here]