

Active Re-Entry Independent Living Program

Lending Library Agreement

Name: _____ Birth Date: _____ Age: _____

Address: _____ City: _____ Zip: _____

State: _____ County: _____ Phone Number: _____

Cell Number: _____ Email: _____

Male Female Marital Status: Single Married Divorced Widowed

Disability Type: Physical/Orthopedic Cognitive Mental/Emotional Hearing Vision

Other Specific Disability: _____

Ethnicity: Hispanic or Latino Not Hispanic or Latino

Race: White American Indian or Alaska Native Asian African American Native Hawaiian or other Pacific Islander

Living Situation: Nursing Home Group Home Rent to own Parent/Guardian Home

Homeless Renting House/Apartment Own Home Family/Friends Assistive Living

Other Contact Information (different than person using the equipment)

Name: _____ Phone Number: _____

Address: _____ City: _____ Zip: _____

Equipment Loaned

Description of Equipment: _____

Condition of Equipment: New Good Fair Poor Inventory Tag Number: _____

Returned Date: _____ Condition: New Good Fair Poor Staff initials: _____

Description of Equipment: _____

Condition of Equipment: New Good Fair Poor Inventory Tag Number: _____

Returned Date: _____ Condition: New Good Fair Poor Staff initials: _____

Consumer Signature

Date

ARE Staff Signature

Date

Lending Library Release of Liability

Active Re-Entry has agreed to loan the undersigned the following equipment/assistive technology (the "equipment") on the terms and conditions set forth below, as well as any other terms or conditions that may be set forth in a separate document:

In exchange for Active Re-Entry's agreement to loan the equipment to the undersigned ("consumer"), the consumer or their legal representative accepts and agrees to be bound by the following terms:

- 1) Active Re-Entry disclaims any liability or responsibility arising from the use of the equipment or any inconveniences that arise if it breaks and is no longer in service. Active Re-Entry is a Center for Independent Living, and does not invite reliance upon, nor accept responsibility for the equipment it lends. Active Re-Entry makes every effort to provide a high quality service; nevertheless, neither Active Re-Entry, its employees, directors, nor anyone affiliated with it in any way gives any guarantees, or warranties concerning the reliability, effectiveness, or safety of the equipment it lends
- 2) The equipment and information, as well as any other services, are provided solely on the basis that the consumer is responsible for making his/her own assessment of the reliability, effectiveness, or safety of the equipment, information or other services. Equipment placed in the lending library has been inspected for damage and safety. However, it is the responsibility of the consumer to ensure the equipment is in working order upon receiving the equipment. The consumer is also responsible to ensure that the equipment is returned in the same condition as it was loaned. If there is any damage to the noted, it is to be done on this form. The consumer is also responsible for repair/replacement of damaged/ lost/stolen items. (tablet, protective case, chargers and cords. The consumer also agrees to abide by any and all Federal, State, and local laws pertaining to the use of this equipment.
- 3) The consumer hereby expressly releases, waives, and discharges Active Re-Entry, its assigns, agents, directors, affiliates, and any other person or entity that works with or is affiliated with, from all liability, his/her personal representatives, assigns, and heirs for any and all loss or damage and any claim or demands therefore arising out of or related to the equipment, information or other services provided by Active Re-Entry, whether caused by the negligence of Active Re-Entry or otherwise. The consumer hereby assumes full responsibility for any risk of bodily injury, death, or property damage that may arise out of or be related to the use of equipment, information, or other services, whether caused by Active Re-Entry's negligence or otherwise.
- 4) The equipment is only to be used by the consumer and may not be given to or used by any other party without Active Re-Entry's written consent. The consumer agrees to indemnify, defend and hold Active Re-Entry harmless from any claims that may arise from any third party improperly using or relying upon the equipment without the consent of Active Re-Entry.
- 5) When the piece of equipment is no longer being utilized, it is the responsibility of the consumer to contact Active Re-Entry and make them aware of this fact.

Carbon/Emery 435-637-4950, Daggett, Uintah, Duchesne 435-789-4020,
Grand 435-719-1133, San Juan 435-820-0900

- 6) The consumer agrees to pay for any attorney fees or costs Active Re-Entry may incur in enforcing the terms of this agreement.
- 7) The Disability Law Center/Client Assistance Program (CAP) is available to act as your advisor and advocate at any time. Call toll-free 1-800-662-9080, 205 North 400 West, Salt Lake City, UT 84103
- 8) Services to the program are provided without regard to disability, sex, race, age, religion, color, sexual orientation, or national origin according to Title VI of the Civil Rights Act, and Section 504, Rehab Act of 1973 as amended.
- 9) By the signature below, the consumer certifies that he/she has read this document and fully understands its terms and understands that he/she has given up substantial rights by signing it and has signed it freely and voluntarily without any inducement, assurance, or guarantee made to them and intends the signature to be completed and unconditional release of all liability to the greatest extent allowed by law.

I understand and am fully aware that this (listed equipment) _____

Is the property of Active Re-Entry and that it cannot be disposed of, sold traded or given to another individual. Although the equipment will show wear due to normal use, I agree to properly maintain and repair these items and to replace them in the event of loss. I will return the equipment to Active Re-Entry if use of equipment does not contribute to my independence. If I move out of the area I am to return this piece of equipment. In the event of my death, a family member will notify Active Re-Entry and return the equipment.

I certify that I have read and agree to comply with all of the above terms and conditions to receive equipment from the lending library.

Consumer's Printed Name or Representative

Consumer's Signature or Representative

Date

Lending Library Agreement Summary

Consumer Responsibilities

The loaned tablet is an important communication device and is intended for that purpose. In order to borrow this tablet you must be willing to accept the following responsibilities:

I know this tablet is on loan to me. All federal, state, and local laws pertaining to the use of the tablet must be followed. I understand that any violation could result in the loss of the tablet for my use.

I will treat the tablet with care and will be responsible in using it.

I will not loan the tablet to others: it will stay in my possession at all times.

I will not load or delete any software from the tablet and I will comply with all copyright laws.

I will not remove or alter the tablet label or inventory number tag.

I will not give personal information when using the Internet.

I will not attempt to make any repairs to the tablet.

I understand that misuse or inappropriate use as determined by ARE Staff may result the loss of use of the tablet.

I will report any problems/issues with the tablet.

I will not download any additional apps without approval from Active Re-Entry Staff.

I understand that I am responsible for repair/replacement of any and all damaged/lost/stolen items (tablet, protective case, charger and cord)

I understand that if there is any misuse of the tablet and accompanying equipment, it may impact future lending library considerations.

Consumer initials

ARE Staff initials

Date

Active Re-Entry Independent Living Program
COVID-19 Internet Usage Agreement

I _____ understand that Active Re-Entry is providing internet access to me for the intent of communication with Active Re-Entry for services, activities, IL skills classes, support groups, meetings that are being held on a virtual platform. Service will be provided for 6 months, then reevaluated for continued use thereafter. Continued service will be based upon the availability of the Cares Act funding and the need for service. I understand that the service can be canceled at any time.

Consumer Signature

Date

ARE Staff Signature

Date