



Cherie K. Berry
Commissioner

LIBRARY LOAN AGREEMENT

In order to facilitate the education and training of North Carolina workers in the areas of occupational safety and health, the North Carolina Department of Labor (“NCDOL”) maintains an extensive collection of safety and health materials that may be borrowed, free of charge, by Borrowers who register with NCDOL. The following **Terms and Conditions** shall apply when library materials are loaned to Borrowers.

Loaning of Materials. Loans of library materials (including audio/video materials, printed materials, or any other materials maintained by NCDOL and available for circulation) may only be made to Borrowers who have a signed Library Loan Agreement on file with NCDOL. This Agreement is the complete and exclusive statement of the agreement between the Borrower and NCDOL regarding the loaning of library materials, and may only be modified by a writing that is signed by both parties. All loans of library materials are subject to availability and are processed in the order they are received. NCDOL reserves the right to limit the number of materials loaned at one time, and to refuse to lend library materials to a Borrower at any time.

Delivery and Return. All library materials may be picked up in person at any time. Upon request, audio/video materials may be delivered via United States Mail, free of charge, to the address specified by the Borrower at the time of the request. Borrower is responsible for the total cost of return.

Due Date. The “Due Date” for library materials will be indicated on the materials when they are sent to the Borrower. Borrower agrees to return the library materials by such “Due Date.” The Borrower’s possession of borrowed library materials is authorized only during the loan period.

Use of Materials. Library materials are lent to Borrowers as a public service for the primary purpose of educating and training North Carolina workers in the areas of occupational safety and health. Library materials may be protected by copyright, trademark and/or other intellectual property laws, the violation of which may give rise to civil and/or criminal penalties. Borrower agrees to abide by all federal, state, and local laws regulating the use of such materials, and to release, defend, indemnify and hold harmless NCDOL, its agents, employees, and officers, from and against any losses, damages or costs, including reasonable attorney's fees, resulting from any claim, action, proceeding, suit or demand arising out of or related to the Borrower’s use of borrowed library materials.

Liability of Borrower. Borrower shall be liable for the full replacement value of the materials in the event of any loss, damage, destruction or failure to return any library materials, occurring either during the loan period or return shipping.

Costs and Fees. If legal action is required to enforce this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees, incurred as the result of such action.

