



**CLEARWATER**  
PUBLIC LIBRARY SYSTEM

## Temporary Loan Agreement Heritage Studio Drop-off Digitization Service

Name of Owner: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Organization: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Pick-up Location:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Beach Library           | <input type="checkbox"/> Countryside Library       | <input type="checkbox"/> East Community Library     |
| <input type="checkbox"/> Main Library            | <input type="checkbox"/> Countryside Drive-Through | <input type="checkbox"/> East Library Drive-Through |
| <input type="checkbox"/> North Greenwood Library |  |   |

### Inventory of Loaned Items

VIDEO CASSETTES	Count each item being dropped off for digitizing, sum the number of items for each category, and total all items.		
<i>A maximum of four (4) cassettes, in total, can be digitized per drop-off.</i>			
VHS Cassettes _____	Photographs _____	Books _____	Other Documents _____
Mini-DV Cassettes _____	Slides _____	Negatives _____	Vinyl Records _____
Hi-8 Cassettes _____	Audio Cassettes _____	Audio CDs _____	1/4" Audio Reels _____
Betamax Cassettes _____	8 mm Film _____	16 mm Film _____	
Compact VHS-C _____			
<b>SUBTOTAL:</b> /4	<b>Total:</b> _____		

### Terms of Use

- Users must adhere to the [Maker Studios Terms of Use](#), the [Library Code of Conduct](#), and all federal, state, and local laws.
- Users must be at least 18 years old.
- Users must complete a *Temporary Loan Agreement* form whenever dropping off items.
- Users are limited to one (1) drop-off per month and four (4) drop-offs per calendar year.
- All drop-off items must fit within a 12" x 15.5" envelope provided by the Library.
  - Vinyl records that do not fit in the envelope must have the Owner's full name clearly marked.
  - There is a limit of four (4) video cassettes of any format per drop-off.
- Users must provide storage media along with their items.
  - USB flash drives or SD cards are recommended.
  - At least 8GB of storage is recommended. Note: 1 hour of video is stored as 1GB.
- Staff will complete digitization within 28 days after drop-off.
  - If more time is expected, the user will be contacted by staff.
- Staff will not edit, retouch, or otherwise alter digitized item files.
- Items must be picked up within 30 days after Library staff provide notice that digitization is complete.

The material(s) listed on the inventory above are my personal property or the property of an organization that I am authorized to represent. I voluntarily loan them to the Clearwater Public Library System and grant permission for them to be digitized.

I understand that materials must be removed from the Library within thirty (30) days of notification of the completion of digitizing. If, after one (1) year from the notification date, the materials have not been claimed, then, in consideration for their maintenance and safekeeping during such period, the materials shall be considered unrestricted gifts to the Clearwater Public Library System.

*Hurricane Rider. In the event of a major storm, the Library will be responsible for securing and/or removing the Items, under the direction of the Division Manager or their designee.*

With this in mind, I release the Library of any liability in the handling of my materials while they are being digitized. The risk of loss or damage to the items shall be borne solely by me at all times; however, the Library shall take such measures as are necessary to reasonably protect the items from loss or damage. Should the items be damaged in any way, the Library shall not have any liability or responsibility for the replacement or repair of the items. I acknowledge that the Library will not provide any insurance coverage for the items while the items are in the possession or custody of the Library pursuant to the terms hereof. I waive any and all subrogation rights against the Library for any damage to, destruction of, theft of, loss of, or other casualty to the items while the items are in the possession or custody of the Library pursuant to the terms hereof.

I am entirely and solely responsible for the content requested to be digitized. This means that I am solely responsible for obtaining any legal permission required from any third-party content or copyright owner that might be necessary to lawfully digitize my content. I specifically guarantee and warrant to the Library that one or more of the following is true: (1) I am the sole owner of the copyright or otherwise have the legal right to digitize the subject work; or (2) I have a direct or implied license from the copyright owner, or it's agent, to digitize the subject work; or (3) I verified that the subject work is in the public domain; or (4) the digitization of all or part of the work clearly falls into an exception as defined by the Copyright Act.

The Library reserves the right to refuse to digitize any work that we believe is not lawfully in your possession or any work that we believe would result, if digitized, in the violation of the Copyright Act or any other law.

The Library does not examine the contents of any work that is brought to us for digitization, other than such quality-control related examination as may be necessary to complete the requested digitization.

\_\_\_\_\_  
Signature of Library Representative

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Library Representative

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date