

Georgia State Board of Workers' Compensation
 Safety Library – Hilary Williams
 270 Peachtree Street, N.W.
 Atlanta, Georgia 30303-1299
 Phone: (404) 656-5656 / Fax: (404) 657-1767 / williamsh@sbwc.ga.gov

SAFETY LIBRARY REQUEST

- * All programs are loaned on a first-come/first-served basis.
- * All programs are loaned for a period of two weeks. If they are not returned in a timely manner, the user will jeopardize his/her ability to use the Library.
- * Please sign the Library User Agreement on the reverse side.
- * Please return by First Class Mail.
- * This form may be duplicated.
- * Please provide ALL information requested below.

ATTENTION: THERE WILL BE A \$5.00 SHIPPING & HANDLING CHARGE, PER VIDEO, PAYABLE IN ADVANCE BY CHECK OR MONEY ORDER.

REQUESTOR INFORMATION:

Name: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone: _____ Email: _____

ID #	Is this a manual or a video?	Item Title	If item is checked out, would you like to be added to the waiting list?	DO NOT USE
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I agree as a condition of borrowing these programs to: read and comply with the terms and conditions of the Library User Agreement on the reverse side; use the material properly; report any problems or damage of the materials to the Library Administrator; and, return the programs by the due date. I understand that failure to do so may result in discontinuation of the privilege to use the Library.

GEORGIA STATE BOARD OF WORKERS' COMPENSATION LIBRARY USER AGREEMENT

WHEREAS, the Board has developed a library of various publications, videotapes, audio tapes, slides, and movies related to the promotion of work place safety that the Board has agreed to lend to employers located in the State of Georgia; and

WHEREAS, User is an employer located in the State of Georgia and from time to time would like to borrow from the Board certain materials described above (the "Materials") for the purposes of and in accordance with the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises flowing to and from the parties, the parties, intending to be legally bound, hereby agree as follows:

1. Grant of Right to Use. The Board grants User, and User accepts from the Board, the right to borrow and use the Materials from time to time during the dates specified by the Board. Upon the conclusion of its use of the Materials, or upon the prior termination of this Agreement, User shall immediately return the Materials to the Board in as good a condition as the Materials were in when delivered to User.

2. Scope of Use. User acknowledges and agrees that it will use the Materials only for the purpose of promoting safety in its work place. User may not use the Materials for any other purpose without the Board's express prior written permission. User shall use the Materials only in the manner for which they were intended, and will, at its own cost and expense, maintain each item of the Materials in as good a condition as when such Materials were delivered to User.

3. Cost. User is not required to pay the Board a fee for the right to use the Materials, but User is required to pay (or to reimburse the Board for) all expenses associated with the Board's provision of User with the right to use the Materials, including, among other things, all handling, shipping, delivery and related expenses.

4. No Warranty. **THE BOARD SHALL PROVIDE THE MATERIALS TO USER "AS IS." THE BOARD MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE MATERIALS, INCLUDING, WITHOUT LIMITATION, THE CONTENT OF THE MATERIALS, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OF THEIR CONTENTS (INCLUDING WITHOUT LIMITATION, THE ACCURACY, EFFECTIVENESS OR LEGALITY OF ANY SAFETY MEASURES DISCUSSED IN THE MATERIALS), AND THE BOARD HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY. THE BOARD SHALL NOT BE LIABLE TO USER OR TO ANY THIRD PARTY FOR ANY DAMAGES, INJURIES, LOSSES OR COSTS: (A) RESULTING DIRECTLY OR INDIRECTLY FROM USER'S USE OF THE MATERIALS OR USER'S PROVISION OF THE MATERIALS TO A THIRD PARTY; OR (B) BASED ON ANY ASSERTED INADEQUACY OR INACCURACY OF ANY PORTION OF THE MATERIALS. MOREOVER, THE BOARD DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, INJURIES TO PERSONS OR PROPERTY) SUSTAINED BY ANY PARTY AS A DIRECT OR INDIRECT RESULT OF USER'S USE OF THE MATERIALS REGARDLESS OF WHETHER OR NOT THE BOARD IS AWARE OF THE POSSIBILITY OR RISK OF SUCH DAMAGES IN A PARTICULAR CASE.**

5. User Assumes Risk, Waiver and Release. Because the Board has no control over the content of the Materials or User's use of the Materials, User hereby accepts all risk, liability and responsibility with respect to its use of the Materials or the use of the Materials by any party to whom it provides the Materials. In consideration for its rights to use the Materials pursuant to this Agreement, User hereby (a) waives any claims or rights of action it may currently have or in the future may have against the Board with respect to the Materials, and (b) releases the Board from any liability to User with respect to the Materials.

6. Indemnification. User, at its expense, shall indemnify the Board and hold the Board harmless for and against any and all losses, costs (including court costs and reasonable attorney's fees), damages, settlements, suits, actions, expenses, liabilities, and claims sustained by or involving the Board arising out of or resulting from (a) any use of the Materials by or on behalf of User or by or on behalf of a party to whom User has provided the Materials or who gains access to the Materials from User (whether with or without authorization), or (b) any Materials breach by User of the terms and conditions of this Agreement.

7. Intellectual Property Rights. User acknowledges that some or all parts of some or all of the Materials may constitute or contain the "intellectual property" of third parties. User agrees to respect and observe all applicable laws and regulations related to the protection or preservation of such third parties' intellectual property rights in the Materials (including, without limitation, any copyrights in the Materials held by such third parties). User agrees not to copy or duplicate in any manner all or any portion of the Materials without the express written permission of the Board, and any parties owning any intellectual property rights in the portion of the Materials to be copied or duplicated.

8. Entire Agreement. This Agreement (including any schedules) constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes any prior statement or writing not a part of this Agreement or otherwise referenced in this Agreement, and neither party shall be bound by any prior or contemporaneous representation, statement, promise, warranty, covenant, or agreement pertaining thereto unless set forth or referred to in this Agreement.

9. Amendments and Waiver.

(a) No amendment, change or modification of this Agreement or any of the terms, conditions or provisions hereof, and no waiver of a right, remedy, privilege or power, or discharge of an obligation or liability, conferred upon, vested in, or imposed upon any party under or pursuant to this Agreement, and no consent to any act or omission pertaining hereto shall be effective unless duly embodied in a written instrument signed by the duly authorized representatives of both parties.

(b) No failure to exercise and no delay in exercising any right, remedy, privilege or power under or pursuant to this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, privilege, or power provided for under or pursuant to this Agreement by either party hereto preclude or limit such party from any other or further exercise thereof or from pursuing any other right, remedy, privilege, or power available pursuant to this Agreement, at law or in equity.

10. Miscellaneous. This Agreement shall be governed by and interpreted under State of Georgia law. Neither party may assign this Agreement to another party without the prior written consent of the other party. The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

THIS LIBRARY USER AGREEMENT (this "Agreement") is made and entered into this day _____ of _____, 20____, by and between the **Georgia State Board of Workers' Compensation** and _____ and of _____ (Signature of User) (Name of Company).