

TERMS AND CONDITIONS OF USE

By purchasing, assembling, hosting or maintaining a Little Free Library preassembled library, unassembled library kit, post, charter sign, equipment, accessory, service or any other product (the “Products”), you accept and agree to be bound by these Terms and Conditions of Use (the “Terms”).

I. ARBITRATION AGREEMENT

Disputes That Must Be Arbitrated. The terms of this Arbitration Section apply to any disputes or claims arising out of or related to these Terms, the Products, or any aspect of the relationship between you and Little Free Library, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including, without limitation, disputes or claims arising out of or relating to interpretation, application, enforceability, revocability, or validity of these arbitration terms (“Disputes”). However, you or Little Free Library each may seek to resolve an individual Dispute in small claims court if it qualifies.

Agreement to Binding Arbitration. TO THE FULLEST EXTENT PERMITTED BY LAW, DISPUTES WILL BE RESOLVED SOLELY THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND LITTLE FREE LIBRARY AND YOU AGREE THAT LITTLE FREE LIBRARY AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

Opt-Out. You may opt out of this Arbitration Agreement by emailing info@littlefreelibrary.org with your first name, last name, address, and purchase information within thirty (30) days of your first purchase of a Product with a statement that you decline this Arbitration Agreement.

Arbitration Procedures. Disputes may only be submitted to the American Arbitration Association (AAA) for resolution through binding arbitration in accordance with AAA’s Consumer Arbitration Rules. This Arbitration Agreement will be substantively and procedurally governed by the Federal Arbitration Act (FAA), 9 U.S.C. § 1, et seq. As limited by the FAA, this Arbitration Agreement, and the AAA rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions, including the power to determine the question of arbitrability.

II. ACKNOWLEDGMENTS, WAIVER, AND INDEMNIFICATION

I UNDERSTAND THAT I AM ACCEPTING THE PRODUCTS ON AN “AS IS” BASIS; THAT LITTLE FREE LIBRARY DISCLAIMS ALL WARRANTIES, WRITTEN OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

I understand and acknowledge that by using the Products I am solely and completely responsible for any use of the Products, including, but not limited to, assembly, installation, and set up and that my use of the Products complies with any applicable laws, regulations, and ordinances of any location in which I use the Products.

Release of Claims. I hereby waive, release, and forever discharge Little Free Library and its managers, officers, directors, employees, agents, affiliates, successors, assigns, and insurers (collectively, the “Released Parties”) from any and all claims, demands, judgments, actions, liabilities, costs, expenses, damages, judgments, losses, liabilities, and causes of actions of every kind and nature whatsoever, whether now known or unknown, arising out of or relating to the purchase, assembly, or use of the Products, whether arising from the negligence of the Released Parties or otherwise.

Indemnification. I shall indemnify, hold harmless, and defend Little Free Library and its managers, officers, directors, employees, agents, affiliates, successors, and assigns (collectively, “Indemnified Parties”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys’ fees, that are incurred by Indemnified Parties arising out of any third-party claim related to (1) a breach or non-fulfillment of these Terms by me; (2) any bodily injury, death of any person, or damage to real or tangible personal property related to or arising out of the relocation or use of the Products; or (3) any failure by me to materially comply with any applicable federal, state, or local law, regulation, or code related to the use of the Products.

III. MISCELLANEOUS

If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. These Terms are binding on and shall inure to the benefit of Little Free Library and me and our respective successors and assigns.