

## LIBRARY OF THINGS POLICY

### Purpose and Selection

The Library recognizes the need to circulate items that may be outside the scope of traditional library materials. Therefore, the Library has developed a "Library of Things." The Library staff will select materials for the Library of Things based on the criteria identified in the Library's Material Selection Policy. Any requests for reconsiderations of "Things" will be processed under the same procedure as reconsideration of library materials in the Material Selection Policy.

### II. Guidelines for Borrowing and Use. The following are the guidelines for borrowing:

A. Current List. The Lincoln Township Public Library will provide a current list of "Things", but the list may be changed from time to time. The Library does not guarantee the availability of any items on the list.

B. Check out and Return. Library of Things must be checked out at the Circulation Desk or via the Doorstep Librarian, not at self-check. Library of Things MUST be returned to the Service Desk, not to the book drop. Library of Things returned in the book drop or left somewhere outside or inside the Library will have a \$20 fine added to the Library borrower's account.

C. Library Card; Identification. A valid Lincoln Township Library card and no outstanding fines over \$25.00 is required to borrow a Thing.

D. Age; Non-Transferable. Borrowers must be 18 years or older. Borrowers may not lend the Thing to another person without the Library's consent.

### III. Checkout Limits

A. Checkout Duration. A Thing may be borrowed for up to 14 days, depending on the Thing. The attached List contains the borrowing limits for each Thing. Wi-Fi hot spots will be turned off after 14 days.

B. No renewals. Library of Things items may not be renewed.

C. Limits. Borrowers may only check out two Things at a time on a library card.

D. Reservations. Borrowers may reserve a Thing in advance by placing a hold on an item.

### IV. Fines and Liability

A. Fines. Overdue fines on a Thing will be \$5.00 per day. The maximum overdue fine will equal the replacement cost for the device.

B. Overdue More than 14 Days; Lost. If the Thing is more than 30 days overdue, it is considered lost or converted to the patron's own use and the borrower will receive a bill to cover the replacement cost plus a \$5 processing fee. If a billed item is returned in good condition within 30 days, the bill will be removed from the borrower's account, but the borrower will be responsible for all overdue fines.

C. Damage. Borrowers are responsible for any damage to the Thing and/or its accessories. The borrower is solely responsible for the Thing and will be billed for the repair or replacement cost associated with any damage or loss of a Thing and/or accessories.

D. Replacement Costs. A list of replacement costs of Things is maintained by the Library and is available for viewing upon request.

E. Library Not Responsible. The Library is not responsible for the loss of data, manufacturing defects in quality of workmanship or materials inherent in any borrowed Thing, or any damage caused while using a Thing.

F. Borrower's Agreement. Borrowers must sign the Borrower's Agreement.

G. Notice to Library. Borrowers must cease using the Thing immediately and notify the Library if the Borrower has any concerns about the safety or state of repair of a Thing.

H. Criminal Penalties. Michigan Penal Code, Act 328 of 1931, MCL 750.362 and 362a, provides that any person who converts for their own use or fails to return rented tangible library property shall be guilty of larceny, and be prosecuted for a misdemeanor.

#### **V. Care and Operation**

A. Safe Operation; No Warranties. The Thing may only be used and operated in compliance with the Library's policies and manufacturer's guidelines. Use care when handling and using the Thing. The Library makes no representation or warranty as to the fitness for use or condition of the items. Borrowers are responsible for reading and abiding by all manufacturer's recommendations, warnings, instructions for use, Library policies and all state and federal laws governing the use of that item.

B. No Modifications. Borrower shall not make any modifications or alterations to the Thing.

C. Condition Upon Return. All Things shall be returned in the same or better condition as they were when issued, excluding normal wear and tear. All Things that are tools shall be returned clean. Any item that must be cleaned by staff will result in a \$5.00 cleaning fee. Return the Thing with all parts, components, and accessories.

D. Conditions of Use for Listed Things.

All things should be used in compliance with the item's directions or manufacturer guidelines.

#### **VI. Violations and Appeals**

A. Violations. The Library Director or designee may refuse to lend any of the Things if a patron has violated this Policy, including losing or damaging any Thing, violating this Policy or violating any term of the Borrower's agreement. The Library shall provide written notification to the patron.

B. Appeal. The Borrower may appeal the Library Director or Designee's decision to the Library Board by filing a written appeal with the Library Board President within 10 business days of the notice of refusal.

**Library of Things**

**BORROWER AGREEMENT**

Patron Name: \_\_\_\_\_

Library Card #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Item(s) Borrowed:

ITEM	ITEM BARCODE

Check-out Date \_\_\_\_\_ Due Date: \_\_\_\_\_

Overdue Fine Per Day: \$5.00 Replacement Cost of Item(s): \_\_\_\_\_

**Note: the item(s) must be returned on the due date before closing time.**

I understand that I am fully responsible for the item(s) borrowed above (the term "Item" includes the item referenced above and all of the accessories for that item) and for the safe and timely return of the Item(s) to a Library staff member. If the Item(s) or any part of the Item(s) are damaged, lost, or stolen, or late fees are incurred, I understand that I am responsible for all applicable charges. My signature below indicates that I have read, understand, and agree to the terms of the Borrower Agreement and to pay for any items that are damaged, lost or stolen as determined by the Library. I agree to return the Item(s) by the due date and time listed on this Borrower Agreement. If the Item(s) are not returned by the due date, I understand that the Library has the authority to contact law enforcement to recover the Item(s) and that I may be subject to criminal charges. In addition, I grant my written consent for the Library to provide any information to law enforcement that is necessary to recover or assist in the prosecution regarding the Item(s) not returned by the due date.

In being permitted to borrow the Item(s), I hereby voluntarily waive, release, and discharge and covenant not to sue the Lincoln Township Public Library, its successors, assignees, officers, agents, employees and volunteers (the "Releasees") for any and all claims, actions or demands of any kind, nature and description, including claims or actions for damages of death, personal injury, property damage and loss of data, and from any and all liabilities, damage, injuries, actions or causes of action either at law or in equity, whether caused by any defect in the Item, negligent act or omission of the Releasees, or otherwise arising out of or in any way related to or connected with my borrowing or use of the Item.