



LIBRARY OF THINGS LENDING GUIDELINES AND AGREEMENT

Guidelines for Borrowing and Use

- New Library of Things patrons may only check out one LOT item during their first loan period as an LOT patron.
- Library of Things items **MUST** be checked out at the circulation desk, not at the self-checkout.
- Items **MUST** be returned to a staffed circulation station. Patron **MUST** wait while item is checked in by a BDL staff member. If items are returned in the book drop or left somewhere outside or inside the library, future LOT borrowing privileges may be suspended.
- A valid Buchanan District Library card and no outstanding fees over \$5.00 is required to borrow a Thing. **Borrowers must be 18 years or older.**
- Due to the high demand for LOT items, if a patron returns items late on three or more occasions, LOT borrowing privileges may be suspended. LOT privileges may be immediately suspended should a patron be referred to collections for any LOT item. A patron will be referred to collections when an item has been missing for 21 days.
- A valid Government issued ID with picture and current address must be presented at checkout **EVERY TIME** a patron checks out an LOT ITEM. The address on the ID and in the library records must match.
- Borrowers must understand and sign the agreement at the circulation desk in the presence of library staff every time they checkout an item from the Library of Things.
- Once LOT privileges have been suspended, patrons may appeal to the Library Board to request reinstatement as an LOT patron.

Checkout Limits

Checkout periods vary depending on the Thing—most Things checkout for one week. Things may be renewed **ONE** time, unless another patron has a hold on the Thing. Patrons may only check-out **2 Things at a time per linked household**. Exceptions may be made at the discretion of staff.

Checkout periods may be adjusted due to seasonal or other demand.

Fees and Liability

- If an item has been missing for 21 days or more and the balance for missing items exceeds \$25, the account will be turned over to a collections agency. An additional \$10 charge will be applied to cover fees associated with collections. Once turned over to collections the \$10 fee applies even if the item is returned. If a missing item is returned in good condition before a replacement is purchased, the bill will be removed from the borrower’s record.
- The Borrower is solely responsible for the Thing and will be billed for the repair or replacement cost associated with damage or loss of a Thing and/or peripherals as a result of neglect or abuse.
- Replacement costs for Library of Things items are listed on the online catalog found on the library’s website. The replacement cost of a Thing may change depending on availability, and will include a processing fee.

- It is the borrower’s responsibility to protect the Thing against loss or damage.
- The Buchanan District Library is not responsible for loss or damage while using this equipment.
- Michigan Penal Code, Act 328 of 1931, MCL 750.362 and 362a, provide 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. *Initial here.*_____

Care and Operation

- The Thing may only be used and operated in compliance with Buchanan District Library’s policies and manufacturer’s guidelines.
- Borrower shall not make any modifications or alterations to the Thing.
- Borrower shall return the Thing in the condition it was when checked out, and ready for the next patron to use. If the Thing is in need of cleaning, restaging, or recharging, the patron may be asked to keep the Thing and return it when it is in checkout condition or forfeit their LOT privileges. The Thing will remain on the patron’s account until it is returned in checkout condition.

BUCHANAN DISTRICT LIBRARY LENDING GUIDELINES AND AGREEMENT LIBRARY OF THINGS

Lending Agreement

- To abide by Buchanan District Library lending guidelines as stated above.
- To pay all fines as stated above.
- To pay entire replacement costs should the Thing or its components be missing, damaged, or not returned.

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

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, “Release”), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns.

PATRON NAME

SIGNATURE

Date (MM/DD/YYYY)

STAFF INITIALS

A Buchanan District Library representative and I have reviewed contents of the Thing and agree that all parts are present and appear to be in working order at checkout. I am aware of the replacement cost of the Thing and agree to pay the cost (plus a processing fee) if the Thing is lost or damaged. I understand the replacement cost of the Thing may change depending on availability.

Date _____ Patron please initial here X _____ BDL Staff please initial here X _____

**BUCHANAN DISTRICT LIBRARY LENDING GUIDELINES AND AGREEMENT LIBRARY OF THINGS
(CONTINUED)**

PATRON NAME	SIGNATURE	STAFF INITIALS
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Date _____ Patron please initial here X _____ BDL Staff please initial here X _____

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