



Name \_\_\_\_\_

## **LIBRARY OF THINGS LENDING GUIDELINES AND AGREEMENT**

### **Guidelines for Borrowing and Use**

- Library of Things items may be checked out at the circulation desk, not at self-check.
- Items **MUST** be returned to a staffed circulation station. If they are returned in a book drop or left somewhere outside or inside the library, future LOT borrowing privileges may be denied.
- 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. Patrons may appeal to the Library Board to be reinstated as an LOT patron.
- 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.**
- *A valid Government issued ID with picture and current address must be presented at checkout. 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.

### **Checkout Limits**

A Thing may be borrowed for **1 or 2** weeks, depending on the Thing. Things may be renewed **1** time, unless another patron has a hold on the Thing. Patrons may only check-out **2 Things at a time per family.**

### **Fees and Liability**

- If an item is more than 30 days overdue, it is considered lost or converted to your own use and you will receive a bill to cover the replacement cost. If a billed item is returned in good condition before a replacement is purchased, the bill will be removed from your 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 only may 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 or restaging, the patron may be asked to keep the Thing and return it when it is in checkout condition. 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 replacements costs should the Thing or its components be lost, 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 volunteer (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 \_\_\_\_\_



