

Library of Things

Lending Policy and Agreement

I. Purpose and Selection

The Portage District 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

Portage District Library will provide a current list of "Things" but the list may be changed from time to time. The Library will divide the list into Tier 1 and Tier 2 items based on safety and financial factors. The Library does not guarantee the availability of any items on the list.

- A.** Tier 1 Things can be checked out by any PDL resident, paying non-resident, or teacher card in good standing. Tier 2 Things can only be checked out by PDL resident, paying non-resident, or teacher card in good standing that is age 18 and older.
- B.** A signed waiver form and a valid ID is required for Tier 2 items.
- C.** Checkout is 14 days with up to 2 renewals if there are no holds.
- D.** Items must be returned between checkouts.
- E.** Things must be checked out and returned to a staff member at the circulation desk of the Portage District Library where you will wait for the initial check-in of item.
- F.** Limit of 2 checkouts at a time
- G.** Patrons may not lend the Thing to another person. Patrons are fully responsible for items borrowed.

III. Patrons Must

- A.** Be a resident, paying non-resident, and teacher cardholder with Portage District Library
- B.** Be 18 years old or older to check out Tier 2 items. Provide a valid Driver's License or State ID with a picture and current address at the time of checkout and read, understand, and execute a Borrower's Agreement outlined below at the circulation desk.
- C.** Patrons 17 years old or younger may only check out Tier 1 Things.

IV. Fines and Liability

- A.** Checked-out material that is not returned within 28 days of the due date (or subsequent renewal dates) will be considered to be Lost Material by the Library, and the Lost Item fees and regulations will apply.
- B.** If a billed item is returned in good condition before being referred to collections, the bill will be removed from your account.
- C.** Accounts that have been billed for \$25.00 or more in lost or damaged material and remain unresolved or unpaid for more than 28 days may be referred to a private notification service but not reported to a credit bureau. Once an account has been sent to collections, a non-refundable fee equal to the private notification service fee charged to the library will be charged to the user's account.
- D.** If any components of the Things or the packaging are lost, damaged, or altered, a replacement fee equal to the cost of the item will be billed to the user's account.
- E.** A list of replacement costs of Things is maintained by the Library and is available for viewing upon request.
- F.** 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.
- G.** 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.** 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 may be prosecuted for a misdemeanor.

V. Care and Operation

- A.** 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.** Borrower shall not make any modifications or alterations to the Thing.
- C.** All Things shall be returned in the same condition as they were when issued, excluding normal wear and tear. All Things that are tools shall be returned clean. Return the Thing with all parts, components, and accessories.

VI. Violations and Appeals

- A.** 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 or violating terms of the Borrower's Agreement.
- B.** The patron may appeal the Library Director or designee's decision to the Library Board by filing a written appeal with the Library Board Chair within 10 business days of the notice of refusal.

Library of Things

Borrower Agreement

Patron Name:

Library Card Number:

Phone Number:

Item Borrowed:

Item Number:

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 Portage District 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.

This is a legally binding release, waiver, discharge, and covenant not to sue, made voluntarily by me, the undersigned releaser, on my own behalf, and on my behalf of my heirs, executors, administrators, legal representatives, and assigns.

I have read the entire document and my signature below indicates my agreement with the above statements

Signature of Borrower:

Date: