

George Culver Community Library Policy

POLICY: Library of Things

AUTHORIZED BY: Board of Trustees

APPROVED DATE: March 9, 2020

DATE OF LAST REVIEW/REVISION:

The Library of Things is a circulating collection of non-traditional library items that support the library's mission.

Procurement: The Library of Things collection will be developed and managed by Library staff, who will select items based on the needs of library patrons. All suggestions for purchase are evaluated using the same selection criteria as for other materials and are not automatically added. Acceptance of donations will be on a case-by-case basis. The library cannot guarantee the permanence of any gift in the collection.

Regulations for Borrowing and Use Outside of the Library

1. Patrons must be in good standing with the library with a current address on file and no fines or fees above \$20.
2. Loan periods will vary as listed in the Library of Things inventory. Items may be renewed twice if no one is waiting for the item unless otherwise specified.
3. Checkout for some items will be limited to borrowers at least 18 years of age or older as noted in the inventory. Library staff may request proof of age prior to lending any item from the Library of Things collection.
4. Library staff will place holds for patrons waiting for items that are checked out.
5. All Library of Things items are required to be checked out and returned to library staff at the Service Desk clean and in the condition in which they were checked out. Items may not be returned in the book drop or to another library.
6. Library staff may not be able to assist patrons in using Library of Things equipment and must refrain from making any representations or assurances of a Thing's fitness for use.
7. The patron must sign the attached Lending Agreement with the Disclaimer and Waiver and Release of Claims language unaltered.

Fines and Replacement Costs

1. The overdue fine for Library of Things items and components is \$1.00 per day until returned. The maximum overdue fine equals the replacement price of the item.
2. Borrowers are responsible for costs associated with loss or damage to any Library of Things Item. Library staff will determine the extent of any loss or damage in its sole discretion.

Liability: The borrower is solely responsible for the Library of Things item. The Library is not responsible for any injuries or damage to property incurred while using items nor illegal activity engaged in by the borrower.

This policy supersedes all previous specialty item policies.

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LIBRARY OF THINGS LENDING AGREEMENT

As a condition to my borrowing the Library item ("Thing"), I agree:

- To use the Thing as properly intended to be used and to follow the directions for use in any instruction manual for the Thing.
- To abide by the George Culver Community Library's Library of Things Policy as stated above.
- To pay all fines as required by Library Policy.
- To pay entire replacements costs should the Thing or its components be lost, damaged, or not returned.

DISCLAIMER OF WARRANTY

The George Culver Community Library ("Library") MAKES NO WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT, OR THE WORKMANSHIP IN THE EQUIPMENT, ALL OF WHICH ARE HEREBY WAIVED BY THE PERSON SIGNING BELOW. THE EMPLOYEES AND AGENTS OF THE LIBRARY ARE NOT AUTHORIZED TO MAKE ANY WARRANTIES, REPRESENTATIONS, OR PROMISES IN REGARDS TO THE THING BORROWED BY THE PERSON SIGNING BELOW.

WAIVER AND RELEASE OF CLAIMS

I hereby voluntarily waive, release, and discharge and covenant not to sue the George Culver Community Library, its successors, assignees, officers, directors, 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, bodily injury, sickness, disease, property damage, or 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 Thing, 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 Thing. 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.

Thing borrowed: _____

Signature

Date

Printed Name

This policy supersedes all previous specialty item policies.