

Monroe County Library System
Library of Things Policy

I. Purpose and Selection

The Monroe County Library System recognizes the need to circulate items that may be outside the scope of traditional library materials that complement the Library's mission of providing informational, educational, and recreational resources to our community. Therefore, the Library has developed a "Library of Things." 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. Check out and Return. Library of Things must be checked out at the Service Desk, not at self-check. Library of Things MUST be returned to the Service Desk, not to the book drop. If Things are returned in the book drop, the patron account may be stopped from borrowing Things in the future.

- C. Library Card; Identification. A valid Monroe County Library System library card is required to borrow a Thing. Some items in the Library of Things, due to the potential risk of danger, require an adult to check them out. A valid government issued ID with a picture and current address, matching that on the library card record, is necessary to check out these Things.

III. Checkout Limits

- A. Checkout Duration. Library of Things items have a one-week loan period.

- B. Renewals. Library of Things items will automatically be renewed one time for one week, unless another patron has a hold on the Thing.

- C. Limits. Borrowers may check out up to two Things at one time

- D. Reservations. Borrowers may reserve a Thing in advance by placing a hold in the online catalog for the Thing. NOTE: Some Things, due to the nature of their size or fragility, may only be available to pick up at certain locations and may not be available to be delivered to the patron's home library.

IV. Fines and Liability

- A. Fines. Monroe County Library System is a Fine Free library.

- B. Overdue Lost. If the Thing becomes overdue, it is considered lost and will be billed to the patron's account one day after the Thing was due to cover the replacement cost. If a billed item is returned in good condition, the bill will be removed from the borrower's account. Our intention is always to get items returned so that other borrowers may enjoy the use of them, not to punish an individual borrower. We encourage patrons to

return items billed to their account at their earliest convenience so they may continue to use the library.

- 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. The replacement costs of Things are included in each item's record within our circulation software and are available to patrons 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. The Borrower shall hold harmless and release the Library, its officers, agents, employees and volunteers from and for any and all liability, claims, demands, actions or rights of action, including but not limited to claims of injury, wrongful death, property damage, stolen or lost property, which are related in any way to or are in any way connected with borrowing or use of the Thing whether caused by any defect in the Thing, negligent acts or omissions of the Library, its officers, agents, employees and volunteers, or otherwise arising out of or in any way related to or connected with borrowing or use of the Thing.
- F. Borrower's Agreement. Borrowers agree to the rules and procedures of borrowing all library materials, including Library of Things items, when applying for a library card. The Library is not responsible for any consequences for the borrower's actions while using the Thing. An item specific Borrower's Agreement may need to be completed prior to borrowing high value items.
- 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. 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.
- 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. Return the Thing with all parts, components, and accessories.

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 Chair 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: _____

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 replacement costs 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 Monroe County Library System, 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:** _____