



## Madera County Library – Library of Things Policy

Madera County Library (MCL) strengthens communities by providing a place for everyone to connect, learn, and grow. In response to community survey input, MCL purchased a “Library of Things” (LOT), which is a circulating collection of items of interest for our service areas. The purchases were made with Library Services and Technology Act (LSTA) Competitive Grant funds from the California State Library.

### BORROWING REQUIREMENTS AND PROCESS:

- Madera County residents, ages 18 or older, with a MCL library card in good standing may borrow an item from the LOT.
- Patrons may check out one LOT item at a time for three (3) weeks. Renewals may be possible if the item has not been requested by another patron.
- Fines for overdue items will be incurred at the same rate as those for regular book loans. Borrowers will be charged a replacement fee, up to the total cost of the item, for items and/or accessories that are not returned or are returned damaged.
- Items will not be checked in if incomplete, all parts and accessories must be returned as a unit.
- Items must be returned inside the library and not placed in book returns.
- Items will not be shared with other San Joaquin Valley Library System (SJVLS) libraries. All LOT items are to be borrowed from and returned directly to a MCL location or Bookmobile stop.
- MCL reserves the right to remove any item from circulation, temporarily or permanently, to support a library program, due to condition of the item, or for repair or maintenance.

### SELECTION CRITERIA:

MCL has selected initial items for the LOT based on community input collected from surveys, in both English and Spanish, that were issued at all MCL library locations. The LOT is not intended to be comprehensive. Items will be retired from the LOT based on condition, lack of interest, obsolescence, and/ or acquisition or intended acquisition of a newer item. Donations to the LOT collection will also be considered based on condition, availability elsewhere, community need/ interest, ongoing costs, the item’s lifespan and required maintenance. Donated items shall become the property of MCL for use without condition.

### LIABILITY:

- As noted above, LOT items will only be checked out to adults, ages 18 or older, with a MCL library card in good standing. In the event that a LOT item is used by a minor, the return and condition of the item will remain the responsibility of the adult patron who checked out the item.
- Patrons borrowing items will be required to sign a LIBRARY OF THINGS LENDING AGREEMENT and a LIBRARY OF THINGS LIABILITY WAIVER, which releases the MCL of any and all liability for any injuries or damages sustained while using an item from the LOT.



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## LIBRARY OF THINGS LENDING AGREEMENT

### Guidelines for Borrowing and Use

- To borrow an item from the Library of Things (LOT) the borrower must have a valid Madera County library card, a current address on file, and no more than \$10 in outstanding fines.
- Borrowers must be 18 years of age or older.
- Borrowers must read, understand, and sign this Agreement in the presence of a library staff member each time they check out an item.
- Borrowers must use care with the items and return each item in clean and good condition, with all parts and components included, as applicable.
- Borrowers assume all responsibility and liability for use of the item by others, including minors, while the borrowed item is on loan with them.

### Time Limits and Availability

An item from the LOT collection will be checked out for an initial period of three (3) weeks and may be subsequently renewed for an additional three (3) week period if no other patron has placed a hold on the item.

### Fines and Liability

- The fine for an overdue item is \$0.25 per day, up to the replacement cost of the item.
- The borrower is solely responsible for the item and will be billed for any repair or replacement costs associated with damage to or loss of the item and/or applicable accessories.
- A list of the replacement costs of items is maintained by the library and is available upon request.
- The borrower assumes responsibility to protect against loss of and/or damage to the item.
- MCL and Madera County are not liable in any manner for any risk, danger, injury, or damages incurred by the borrower or any individual using the item(s) borrowed from the LOT.

The Borrower agrees as follows:

\_\_\_\_\_ To abide by MCL's Library of Things Policy and this Lending Agreement.

\_\_\_\_\_ To pay any overdue fine(s), as outlined above, if the item is returned late.

\_\_\_\_\_ To pay full repair and/or replacement costs if the item is stolen, lost, not returned, or damaged.

\_\_\_\_\_ To read and sign the attached Library of Things Liability Waiver.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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### LIBRARY OF THINGS LIABILITY WAIVER

In consideration of my being permitted to borrow and use the equipment lent by Madera County Library (MCL) through its Library of Things (LOT) program (hereinafter referred to as, “Equipment”), I hereby acknowledge and agree as follows:

I acknowledge that I have inspected and agree that the Equipment I am borrowing is provided in clean and proper working condition and must be returned in the same condition. I agree to surrender the Equipment to MCL in the same condition as when received, except for reasonable wear and tear resulting from proper use, and if returned unclean, I may be charged a reasonable cleaning fee. I agree to keep and maintain the Equipment in good condition, use it in a careful and proper manner and comply with all policies, laws and regulations related to its use.

The Equipment is intended for the borrower and those under their care and control only. I agree that I am responsible for any other people who may use the Equipment while checked out under my name.

I understand and acknowledge that borrowing and using the Equipment carries hazard and risk. The specific risks may vary depending on the type of Equipment borrowed. Risks may include but are not limited to minor injuries, major injuries, catastrophic injuries, potentially death, and loss of or damage to property. I understand the hazards and risks associated with borrowing and using the Equipment and hereby accept full responsibility for all risk of injury, damage to property, or loss of life to myself and anyone I allow to use the Equipment, which may arise out of borrowing and using the Equipment.

I specifically release and forever discharge, waive, and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, Madera County and MCL (collectively “Madera”) and its officers, employees, board members, and agents, from any and all liability or claims for injury, illness, death or loss of or damage to myself, persons or property arising from the Equipment. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death, or damage cause by the negligence of Madera, its officers, employees, board members and agents. It is my intent by the signing of this document to release Madera from all liability for any such property loss or damage, personal injury or loss of life, whether caused by Madera’s negligence, or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs while engaged in borrowing and using the Equipment, I will have no right to make a claim or file a lawsuit against Madera, its officers, employees, board members, and agents.

I agree to indemnify and hold Madera and its officers, employees, board members, and agents harmless from and against any and all liabilities, claims, actions, proceedings, damages, losses, costs and expenses (including attorneys’ fees), resulting from, arising out of, or in any way connected with my possession, borrowing, use, and/or return of the Equipment.

I understand that MCL is not warranting that the Equipment is fit for any particular use or purpose, and I am solely responsible for my selection of the Equipment. I am borrowing the Equipment “as is.” I understand that the MCL does not provide supervision or instruction for the use of the Equipment.



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I agree to refrain from using any Equipment in a manner inconsistent with its intended design and purpose.

I have read this document, fully understand its terms, and understand that I am giving up substantial rights by signing it, including my right to sue. I acknowledge that I am signing this document freely and voluntarily and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Item Borrowed: \_\_\_\_\_

Item Barcode Number: \_\_\_\_\_

Print Name: \_\_\_\_\_

Library Card Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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