

# CAPITAL AREA DISTRICT LIBRARIES

## 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 can be returned to any CADL branch but they **MUST** be returned to a staffed circulation station. If they are returned in a book drop or left somewhere outside or inside the library, a \$20 fee will be added to the patron's account
- A valid Capital Area District Library card and no outstanding fines over \$10.00 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 name and 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.
- The library has received funding from the federal Emergency Connectivity Fund (ECF) to purchase devices and Internet hotspots to loan to members. ECF supported equipment and services are intended to be used by members who do not otherwise have sufficient access to the Internet.

### Checkout Limits

A Thing may be borrowed for **2** weeks, depending on the Thing. Things may be renewed **1** time for **7** Days, unless another patron has a hold on the Thing. Patrons may only check-out **1 Thing at a time.**

### Care and Operation

- The Thing only may be used and operated in compliance with CADL's policies and manufacturer's guidelines.
- Borrower shall not make any modifications or alterations to the Thing.

### Liability and Fees

- If an item reaches 10 days overdue you will be blocked from placing holds, renewing items and checking out more items until the item is returned.
- 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 plus a \$5 processing fee. If a billed item is returned in good condition, 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. **Fees for damage or loss may be incurred up to one week after check in.**
- It is the borrower's responsibility to protect the Thing against loss or damage.
- The Capital Area District Libraries is not responsible for the loss of data 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.**

### Specific Legal Disclaimers

- Geiger counter: This item is for recreational purposes only. It is not calibrated or tested to verify that its readings are correct and does not conform to the requirements of the United States Nuclear Regulatory Commission.
- Air quality monitor: This item is for recreational purposes only. It is not calibrated or tested to verify that its readings are correct and does not conform to the requirements of the Environmental Protection Agency.
- Audio recorder: This device may only be used in compliance with all applicable state and federal law concerning audio recordings. **Initial here.**

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Lending Agreement

- To abide by the Capital Area District Libraries lending guidelines as stated above.
- To pay any fees 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 Capital Area District Libraries, 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.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date (MM/DD/YYYY)

<b>For Staff Use (if desired by branch):</b> Thing Name _____ last three of barcode for branch reference _____
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A CADL 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.

Patron please initial here X \_\_\_\_\_

CADL Staff please initial here X \_\_\_\_\_