

Library of Things Policy

Purpose and Selection

The 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.

Guidelines for Borrowing and Use

The following are the guidelines for borrowing:

- A. Current List The Library will provide a current list of "Things" but the list may be changed from time to time. The Library does not guarantee the availability of any items on the list.
- B. Check out and Return Things must be checked out at the Circulation Desk, not at self-check. Things MUST be returned to a staff person at the Circulation Desk, not to the book drop, at least one hour before closing. Things returned in the book drop or left somewhere outside or inside the Library will prevent the borrower from checking out additional Things for 90 days.
- C. Library Card; Identification A valid Brandon Township Library card is required to borrow a Thing. A valid government issued ID with a picture and current address must be presented at check-out. The address on the ID and the library records must match.
- D. Age; Non-Transferable Borrowers must be 18 years or older. Borrowers may not lend the Thing to another person.

Checkout Limits

- A. Checkout Duration A Thing may be borrowed for up to 7 days. Past 7 days is considered overdue.
- B. No renewals Library of Things items may not be renewed.
- C. Limits Borrowers may only check out one Thing at a time.
- D. Reservations Borrowers may reserve a Thing in advance by using the Library's online catalog and will be notified when a reserved Thing becomes available. Borrowers will have 2 business days for pick up.

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Fines and Liability

- A. Lost Things If a Thing is overdue more than 14 Days it is considered lost. If the Thing is more than 30 days overdue, the borrower will receive a bill to cover the replacement cost. If a billed item is returned in good condition, the bill will be removed from the borrower's account. If a borrower returns Things late more than 2 times, they will be unable to check out any more Things for 90 days.
- B. 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. This includes damages due to heat or cold weather exposure.
- C. Replacement Costs A list of replacement costs of Things is maintained by the Library and is available for viewing upon request.
- D. 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, or any damage caused while using a Thing.
- E. Borrower's Agreement Borrowers must sign the Borrower's Agreement with each Thing borrowed.
- F. 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.
- G. 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.

Care and Operation

- A. Safe Operation; No Warranties 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 researching, 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.

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- B. No Modifications Borrower shall not make any modifications, repairs or alterations to the Thing.
- C. Condition Upon Return All Things shall be returned in the same condition as they were when issued, excluding normal wear and tear. All Things shall be returned clean. Any Thing that must be cleaned by staff will result in the prevention of borrowing additional Things for 90 days. Return the Thing with all parts, components, and accessories.

Violations and Appeals

- A. Violations The Library Director or designee may refuse to lend any of the Things if a borrower 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 borrower.
- 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 President within 10 business days of the notice of refusal.

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Library of Things Borrower Agreement

Patron Name: _____

Library Card #: _____ Phone #: _____

Thing Borrowed:

THING	BARCODE

Check-out Date _____ Due Date: _____

Note: Things must be returned on the due date at least one hour before closing time.

I understand that I am fully responsible for the Thing borrowed above and all its accessories and for the safe and timely return of the Thing to a Library staff member. I have read and understand the Library of Things Policy. **If the Thing or any part of the Thing is damaged, lost, or stolen, 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 Things that are damaged, lost or stolen as determined by the Library. I agree to return the Thing by the due date and time listed on this Borrower Agreement. If the Thing is not returned by the due date, I understand that the Library has the authority to contact law enforcement to recover the Thing 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 Thing not returned by the due date.

In being permitted to borrow the Thing, I hereby voluntarily waive, release, and discharge and covenant not to sue the Brandon Township Public 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 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

Signature of Borrower: _____ **Date:** _____

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