



## **LIBRARY OF THINGS BORROWER'S AGREEMENT AND USE POLICY**

**Date Adopted:** July 18, 2024

**Dates Amended:** N/A

1. Patrons must be age 18 or over to borrow items from the Gardiner Library's Library of Things.
2. Items are for use by library patrons living within the Gardiner Library's service area and with a valid library card in good standing.
3. Prior to borrowing items, all Patrons must (a) read this Borrower's Agreement and User Policy and (b) sign the Waiver and Indemnification Form.
4. By taking possession of any item, the Patron is certifying that they are capable of using that item in a safe and proper manner.
5. Only the Patron is authorized to use Library items. The Patron shall not permit the use of items checked out to them by any other person unless by the express written permission of the Library.
6. Patrons may borrow up to two (2) items at a time.
7. All items borrowed are to be returned to the circulation desk by close of business on their due date. Items may be returned only during the Library's open hours and may not be returned in the book drop.
8. All items have a lending period of seven (7) days. The Library reserves the right to make an exception to this policy.
9. If an item is returned late, the Patron will be responsible for a late fee. This late fee will be assessed in accordance with the late fee schedule (\$2.00 per day) until the item is returned. Late fees will accrue with no limit until the item is returned. Fines in excess of \$10 will prevent a Patron from borrowing additional items from any collection.
10. Items not returned shall be deemed severely delinquent if not returned in two (2) weeks from the due date. The Library may replace items that are severely delinquent (overdue), holding the Patron responsible for the full replacement cost, in addition to the accrued late fees. The Library reserves the right to use appropriate steps to retrieve unreturned items or unpaid fines or fees. The Library also reserves the right to forgive fees due to special circumstances.



11. Items may be reserved by Gardiner patrons in advance by calling the Library. The Library reserves the right to make exceptions to this policy due to special circumstances.
12. Patrons may not renew the check-out of items. The Library reserves the right to make exceptions to this policy.
13. Patrons can borrow the same item up to two times in a 4 week period.
14. The Patron agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items, and not responsible for any other defective conditions of the borrowed items.
15. The Patron agrees that if any borrowed item becomes unsafe or in a state of disrepair, they must immediately discontinue its use and notify the Library of the issue on return, if not earlier. The Patron acknowledges the importance of bringing such conditions to the prompt attention of the Library.
16. All items are to be returned in the same (or better) condition as when issued, barring normal wear and tear. All items must be returned clean. If the item is deemed unclean (as determined by a library employee upon return), a \$25 cleaning fee will be added to the patron's library account.
17. The Patron agrees to report any damage to the Library immediately. The Patron also agrees to pay for the loss or damage to any item and further agrees to accept the Library's assessment of the condition of items and to further agree to the Library's assessment of fair restitution for damage, soiled condition, delinquency in returning the item, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item.
18. The Library reserves the right to refuse the loan of any item at its discretion.



## LIBRARY OF THINGS WAIVER AND INDEMNIFICATION FORM

**Item #1 Borrowed:** \_\_\_\_\_

**Item #1 Barcode:** \_\_\_\_\_ **Item #1 Value:** \_\_\_\_\_

**Item #2 Borrowed:** \_\_\_\_\_

**Item #2 Barcode:** \_\_\_\_\_ **Item #2 Value:** \_\_\_\_\_

I, \_\_\_\_\_ (**print name**), state that I am capable and experienced in using the items I am borrowing, that I will use all items I am borrowing in a proper and safe manner, and that I will not allow any other person or persons to use the item I am borrowing.

I, \_\_\_\_\_ (**print name**), do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow items, waive any and all claims, demands, actions, and causes of action, against the Gardiner Library, its officers, trustees, directors, agents and employees for any injury, injuries, property damage, or damages of any nature that I may suffer, incur, or cause with the use or misuse of the items that I am borrowing from the Gardiner Library.

I, \_\_\_\_\_ (**print name**), hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow item, agree to release, indemnify and hold harmless the Gardiner Library, its officers, agents and employees from and against any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any person or persons, and from and against any property damage suffered, incurred, or caused by any person which arises or may arise or be occasioned in any way from use of item I am borrowing from the Gardiner Library. I am aware that the Gardiner Library, its officers, trustees, directors, agents and employees claim no expertise and make no representations or warranties concerning the fitness of any item for any particular use.

I affirm that I have read and fully understand the Library of Things Borrower's Agreement and Use Policy of the Gardiner Library and I understand that failure to comply with any of these rules may result in suspension or revocation of my borrowing privileges and/or legal action against me. I have read and fully understand this Waiver and Indemnification Form, and hereby relinquish any and all claims, demands, actions, and causes of action against Gardiner Library, its officers, agents, and employees.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_