

# Case Memorial Library

## Library of Things Policy

### Guidelines for Borrowing

- Items lent through the Case Memorial Library of Things (“Thing”/“Things”) are checked out from and returned to the Case Memorial Library Circulation Desk. **They may not be returned to the outside book drop.**
- Eligible Borrowers
  - Items from the Library of Things collection are available for current Connecticut library card holders in good standing.
  - A signed waiver form (see appendix) is required.
  - Patrons who owe \$25.00 or more in fines or fees are not eligible to borrow items from the Library of Things collection until their library account is again in good standing.
- Borrowing Guidelines
  - Borrowing items from the Library of Things collection requires a valid library card and photo ID and must be checked out to the card holder only. Items from the Library of Things collection may not be lent to other individuals.
  - A maximum of one (1) Thing may be checked out on one library card at a time. If the thing requires additional peripheral equipment to function, those items can also be checked out at the same time.
  - Things are available at the circulation desk and are lent out as follows

Item	Loan Rules	Fine per day	Fine limit
Video Games	14 days; no renewals; no holds	\$ 1.00	\$ 5.00
Board Games	14 days; no renewals; no holds	\$ -	\$ -
Library of Things	7 days; no renewals; no holds	\$ 2.00	\$ 26.00 or Cost of Item whichever is less
Technology	7 days; no renewals; no holds	\$ 2.00	\$ 26.00 or Cost of Item whichever is less

- All questions regarding Library of Things should be directed to the Circulation desk.
- The borrower is solely responsible for the Thing. The borrower agrees not to transfer it to another person’s possession or use.
- Borrower must sign Library of Things Waiver & Indemnification on certain things as required by each item.

### Proper Care and Use

- Use care when handling. Borrowing patrons shall only use items from the Library of Things collection as they were designed to be used, including (but not limited to) following any instructions for use provided in the item manufacturer's recommendations, directions, or manual.
- Return the Thing clean, with all parts/components and in working order.
- Report any damage or malfunctioning of the Thing and/or its components.

## **Liability**

- The borrower voluntarily borrows the Thing “as is” and must examine its condition before borrowing to confirm it is acceptable. The library makes no warranties, express or implied.
- The borrower should be experienced in using the Thing being borrowed and capable of using it safely, consistent with its design and purpose of the item.
- The borrower agrees to immediately discontinue use of any Thing that becomes unsafe to use or is in disrepair.
- The library does not provide supervision or instruction on the use of Things. The borrower is exclusively responsible for determining the suitability of a Thing for the purpose intended and assumes any and all risks involved with using it. Risks may include physical injury to the borrower or others and/or property damage or loss.
- As with all library materials, if any item from the Library of Things collection (including its accessories, such as equipment, parts, or tools) is lost, damaged, or returned late, borrowing patrons will be responsible for paying the applicable fines or replacement fees. The patron is responsible for all things checked out on the patron’s card.
- The overdue fines are stated in the Library of Things collection guidelines.
- Staff will inspect items from Library of Things collection for any damage or missing contents. If damage or loss has occurred, charges will be charged to the borrowing patron accordingly.
- The Case Memorial Library assumes no liability for an individual’s use of an item from the Library of Things collection. Borrowing patron assumes the full risk of use or misuse of an item from the Library of Things collection, including but not limited to injuries such as bodily harm, property damage, or death that are caused by the borrowing patron’s use of the item.

## **Lending Agreement**

- I will abide by the Case Memorial Library of Things borrowing guidelines, as stated above.
- I will pay full repair or replacement costs if the Thing, or its components, are stolen, lost, not returned, or are damaged so as to render the item unusable.
- I acknowledge that failure to comply with any of these guidelines may result in suspension or revocation of my library borrowing privileges.
- **I acknowledge that items in the Library of Things returned late will incur a fee as stated above, or the full replacement cost of the item if it is not returned or is damaged.**

*In consideration of being permitted to borrow a Thing(s), I hereby voluntarily waive, release, and discharge and promise not to sue Case Memorial Library, its respective successors, assigns, officers, agents, employees and volunteers (hereafter referred to as “Releasees”) from any and all claims, actions or demands of any kind, nature or description, including claims or actions for damages or 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.*

*I have read and understand this entire document. My signature below indicates my agreement with the above statements. My signature applies to this and to any/all future loans, on my library card, of items from the Case Memorial Library's Library of Things.*

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

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

Library Card Barcode #: \_\_\_\_\_

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

# Library of Things Liability Waiver & Indemnification

## Conditions of Use

I agree to use items from the Library of Things collection, including all tools and materials, as they were designed to be used, including (but not limited to) following any instructions for use provided in the item manufacturer's recommendations, directions, or manual. I agree to be responsible for the continued good condition of the tools or materials while the items are being used by or are checked out to me.

## Assumption of Financial Responsibility

By checking out items from the Library of Things, I agree that I will be responsible to pay the cost of replacing any damaged or lost items, whether in part or in full.

## Assumption of Risk

I agree that I am voluntarily interacting with items from the Library of Things collection, with full knowledge of the risks that may arise from my use or misuse of such items, including but not limited to bodily injury, property damage, or death. I understand I am responsible for the safety of any age-appropriate audiences and will ensure that any use by minors of items from the Library of Things collection is carefully supervised by an adult.

## Release of Liability

I release the Case Memorial Library and its employees and volunteers from all liability, claims, damage, or demands arising from or related to my interaction with items from the Library of Things collection.

## Patron Information

NAME: \_\_\_\_\_ LIBRARY CARD NO.: \_\_\_\_\_

ADDRESS \_\_\_\_\_

BIRTH DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_

DRIVERS LIC. OR STATE ID NO.: \_\_\_\_\_ STATE \_\_\_\_\_

ITEM \_\_\_\_\_ COST OF ITEM \_\_\_\_\_

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND UNDERSTAND THAT IT INCLUDES CONDITIONS OF USE, AN ASSUMPTION OF RISK AND FINANCIAL RESPONSIBILITY, AND A RELEASE OF LIABILITY. UNDERSTANDING AND SIGNING THIS WAIVER THAT IS REQUIRED TO USE ITEMS FROM THE CASE MEMORIAL LIBRARY OF THINGS COLLECTION.

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SIGNATURE OF BORROWER (must be 18 or older)

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Date Signed