

## **LIBRARY OF THINGS LENDING GUIDELINES**

### **Guidelines for Borrowing and Use**

1. Objects lent out by the Library through its Library of Things program (“Things”), may only be checked out from the Circulation Desk.
2. A valid Roxbury Public Library card with current address and no outstanding fines above \$10.00 is required to borrow a Thing.
3. Borrowers can check out up to two (2) Things at a time and the borrowing period is two (2) weeks. Items returned late will be assessed with a fine of \$5/item/day.
4. A valid government issued ID with picture and current address must be presented. If the address on ID and account do not match, you will be asked to validate your account by bringing proof of address.
5. Borrowers must be 18 years old or older.
6. Borrowers must read, understand, and sign this Agreement before they check out a Thing.
7. Borrowers will return a Thing to the Circulation Desk and it will be catalogued as returned the same day. Things will be reviewed and, if necessary, assessed by staff the following week before the Thing is fully cleared from the borrower’s account.
8. In order to borrow from the Library of Things, you will be required to provide a valid credit card. The Roxbury Library uses Stripe to securely hold your credit card information. Your credit card will be charged for any item that is lost or returned damaged. You will never be charged for borrowing from the Library of Things. When you provide your credit card information, you are agreeing to allow this information to be held by Stripe and used only when an item is lost or damaged.

### **Liability**

1. The Borrower is solely responsible for the Thing and will be billed for reasonable repair or full replacement costs associated with damage or loss of Things and/or peripherals due to neglect or abuse. The Borrower should refer to the owner’s manual and instructions provided with the item and posted in the Library of Things Website and use items with care.
2. A list of the replacement costs of Things is maintained by the Library and is available upon request.
3. The responsibility to protect against loss is the Borrower’s.
4. Roxbury Public Library is not responsible for the loss of any data while using this equipment.

### **Proper Care and Use**

As with anything, use care when handling. Most user manuals are included with the Thing or can be found digitally on our Library of Things Website. Borrowers are responsible for referring to the website to know how to use and care for the item.

Return the Thing with all parts and components.



## LIBRARY OF THINGS LENDING AGREEMENT

### I agree:

1. To abide by Roxbury Public Library's Library of Things Lending guidelines as stated above.
2. To pay an overdue fine if the Thing is returned late. Late fees are assessed at \$5 per day.
3. To pay full repair and/or replacement costs should the Thing or components of the Thing be stolen, lost, not returned or damaged.
4. In consideration of being permitted to borrow the Thing, I hereby voluntarily waive, release, discharge and covenant not to sue the Roxbury Public Library ("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 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. **I hereby agree to indemnify and hold harmless the Roxbury Public Library, its trustees, agents, employees and volunteers from and against any and all suits, claims, demands, causes of action, judgments, losses, costs and expenses, including but not limited to reasonable attorney's fees, in connection with the Borrower's use of the Things borrowed from the Roxbury Public Library.**

I have read the entire document and my signature below indicates my agreement with the above statements.

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

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

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



## **LIBRARY OF THINGS SUPPLEMENTAL WAIVER**

### **Informed Consent Form For Equipment**

In consideration of my use of the equipment lent out by the Roxbury Public Library Authority through its Library of Things program ("Equipment"), I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the Roxbury Public Library ("Library") and its employees, officers, and agents, from any loss, damage, or injury to persons or property arising from the Equipment, whether arising through the Library's negligence or imposed by law. In no event shall the Library be liable to me for indirect, consequential or special damages, including without limitation lost use, revenue or profits.

I agree to indemnify and hold the Library and its employees, officers, and agents, harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorneys' fees, for all injuries or death of any person, or damage to any property occurring or arising from or connected with, directly or indirectly, my possession, use, and return of the Equipment.

No warranties, expressed or implied, including without limitation: suitability, durability, fitness for a particular purpose, condition, or quality have been made by the Library, directly or indirectly in connection with the Equipment. I am borrowing the Equipment "as is." I acknowledge that I have examined the Equipment and that its condition is acceptable. I agree to surrender the Equipment to the Library in as good order and 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 applicable laws and regulations.

I understand that the Library does not provide supervision or instruction for the use of the Equipment. I understand and acknowledge that the use of the Equipment involves risk of serious injury, including permanent disability and death. I agree to refrain from using any Equipment in a manner inconsistent with its intended design and purpose.

I have read this Liability Waiver and Informed Consent Form and sign it voluntarily. I understand that I am giving up substantial rights by signing it.

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

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

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