



DeWitt District Library Library of Things Policy and Agreement

Guidelines for Borrowing and use

- Library of Things must be checked out at the DDL Service Desk, not at self-check.
- Library of Things MUST be returned to the DDL Service Desk, not to the book drop. Library of Things returned in the book drop or left somewhere outside or inside the library will have a \$20 fine added to the library borrower's account.
- A valid DDL card and no outstanding fines over \$10.00 is required to borrow a Thing.
- **Borrowers must be 18 years or older.**

Checkout Limits

- A Thing may be borrowed for 2 weeks, depending on the Thing.
- Library of Things items may be renewed one time for 14 days, unless another patron has a hold on the Thing.
- Library patrons may only check out one Thing at a time.

Fines and Liability

- Overdue fines on a Thing will be \$1 or \$5, depending on the Thing. The maximum overdue fine will equal the replacement cost for the device.
- If the Thing is more than 30 days overdue, it is considered lost or converted to your own use and the borrower will receive a bill to cover the replacement cost plus a \$3 processing fee. If a billed item is returned in good condition, the bill will be removed from the borrower's account but the borrower will be responsible for all overdue fines.
- 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.
- A list of replacement costs of Things is maintained by the library and is available for viewing upon request.
- The DeWitt District Library is not responsible for the loss of data while using a Thing.
- Library cardholders signing this agreement are responsible for any damage to the Thing and/or its accessories.
- 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.*_____

Care and Operation

- The Thing may only be used and operated in compliance with DDL's policies and manufacturer's guidelines.
- Borrower shall not make any modifications or alterations to the Thing.
- Use care when handling and using the Thing
- Return the Thing with all parts, components and accessories.

DDL Lending Guidelines and Agreement Library of Things

Lending Agreement

- To abide by the DeWitt District Library lending guidelines as stated above.
- To pay all fines as state 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 DeWitt District 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.

Printed Name

Signature

Date