

# South Whitley Community Public Library Lending Guidelines and Agreement Library of Things

South Whitley Community Public Library lends Realia from its multiple Library of Things collections (i.e. Library of Things, Lawn Games, Equipment). The items in our Library of Things collections are for use by library patrons with a valid Evergreen Indiana library card in good standing.

## Policy and Guidelines for Borrowing and Use

- Library of Things items may be checked out only at the circulation desk.
- Items **MUST** be returned to a staffed circulation station.
- An Evergreen Indiana Library card in good standing is required to borrow from the Library of Things. Borrowers must be 18 years or older unless a parent or guardian has signed the Library of Things Supplemental Waiver for borrowers under 18 years old.
- Borrowers must read, understand, and sign this agreement at the circulation desk in the presence of library staff before checking out Thing(s) from South Whitley Community Public Library's Library of Things collections. This agreement will be kept on file at the library and noted in the Borrower's account.

## Liability of Fees

- If an item reaches 28 days overdue and/or your account reaches \$10 or more in fees, you will be blocked from placing holds, renewing items and checking out more items until the item is returned.
- All kitchen items must be returned washed by the patron. If the item is not washed, there will be a \$10 washing fee charged to the patrons account.
- The Borrower is solely responsible for the equipment and will be billed for the repair or replacement cost associated with damage or loss of the equipment and/or peripherals as a result of neglect or abuse. Fees for damage or loss may be incurred up to one week after check in.
- It is the borrower's responsibility to protect the equipment against loss or damage.
- The South Whitley Community Public Library will replace any items lost or damaged from the Library of Things. Replacements will not be accepted from patrons in lieu of payment.
- Replacement costs for some items in the Library of Things may be over \$100. If you would like to know the cost of a specific item, staff will be able to provide this information.

## Care and Operation

- The equipment only may be used and operated in compliance with South Whitley Community Public Library's policies and manufacturer's guidelines.
- Borrowers shall not make any modifications or alterations to the equipment.

# Library of Things Supplemental Waiver

## Informed Consent Form for Equipment

In consideration of my use of the equipment lent out by South Whitley Community Public Library 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 South Whitley Community 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 Equipment. No warranties expressed or implied, including without limitation: Suitability, durability, fitness, for particular purpose, condition, or quality have been made by 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: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

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

Circle Materials that Minors are authorized to check out:

Tools            Kitchen            Board Games            Lawn Games            Equipment

SWCPL Staff Initial Here: \_\_\_\_\_

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