

Guidelines for Borrowing and Use

- Library of Things items, including LoT Jr., may only be checked out at one of the staff desks, not at self-checkout.
- Things **MUST** be returned to the Hastings Public Library at a staffed desk. **Things returned in HPL drop boxes (other than Hotspots) are subject to a \$10 fine. Things returned at other libraries are subject to a \$20 fine.** Library staff have one week to inspect and check-in the Thing.
- A valid Lakeland Co-op library card with no outstanding fines equal to or greater than \$10.00 is required to borrow a Thing, including Library of Things Jr. items. **Borrowers must be 18 years or older.**
- Borrowers must understand and sign the Lending Agreement before borrowing any Things. The agreement remains on file at HPL and need only be completed once unless HPL requests a new agreement for its files.
- Power Tools have an **additional agreement** that must be completed for each power tool checkout.
- **Only Hastings Public Library patrons may check out power tools,** both regular and non-resident card-holders.
- Only the card-holder may check out Library of Things items.

Checkout Limits

- Things may be borrowed for limited time-frames, typically one or three weeks, depending on the Thing.
- Things cannot be renewed to keep them in circulation for all patrons to use.
- A maximum of three (3) Things may be checked out to any single address. Hotspots are separate and can be a fourth (4th) Thing if available.

Fines and Liability

- It is the borrower's responsibility to protect the Thing against loss or damage. If an item is more than thirty (30) days overdue, it is considered lost or converted to the borrower's own use and they will receive a bill to cover the replacement cost, plus a \$5 processing fee. If a billed item is returned in good condition, the replacement fee will be removed from their record. Any assessed collection agency fees must still be paid.
- The Borrower is solely responsible for the Thing and will be billed for the repair or replacement cost associated with damage or loss of a Thing and/or components and accessories.
- Things must be returned in the case or bag in which they were checked out, must be clean and in the same condition as at check out.
- **The Library has one week to inspect and check-in a Thing and assess any necessary fines for loss or damage.**
- A list of replacement costs of Things and associated components/accessories is maintained by the library and is available for viewing upon request.
- The Hastings Public Library is not responsible for the loss of data while using this equipment.

Care and Operation

- The Thing may only be used and operated in compliance with Hastings Public Library policies and manufacturer's guidelines.
- Borrower shall not make any modifications or alterations to the Thing.
- **Borrower will provide their own batteries or other consumable supply** when using the Thing. Some supplies may be available for purchase from the library.

Hastings Public Library
Library of Things
Lending Agreement



Borrower agrees:

- To abide by the Hastings Public Library lending guidelines.
- To pay all fines and/or replacement costs as stated in the lending guidelines should the Thing or its components and accessories be lost, damaged, or not returned.
- To return Things clean and in the same condition as when they were checked out.
- To adhere to specific Thing restrictions:
 - **Boroscope:** May not be used internally in people or animals or in sewers/septic tanks and plumbing.
Initial here: _____
 - **Metal Detectors:** Detector coils work in water but the electronic units may not be submerged.
Initial here: _____
- 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:** _____

In being permitted to borrow the Thing(s) I hereby voluntarily waive, release, and discharge and covenant not to sue the Hastings Public Library, its respective successors, assignees, 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(s), 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(s).

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns.

_____ 21348000 _____
Print Name Signature Card #

_____ _____
Phone Date

This agreement will be kept on file at the Hastings Public Library.

Hastings Public Library can request a new agreement form at their discretion.

Receiving Staff Initials: _____ Date Received: _____ Processing Staff Initials: _____ Date Processed: _____

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Hastings Public Library
Library of Things
Power Tool Agreement
Must Be Completed for Each Power Tool Checkout



The Power Tools in the Library of Things Collection are for use by library patrons 18 years and older with a valid Hastings Public Library Card in good standing. **Only Hastings Public Library patrons may check out power tools.**

_____ (*initial*), I state that I am capable and experienced in using the tools and equipment I am borrowing from the Library of Things, and that I will use the tools and equipment I am borrowing in a proper and safe manner. I am aware and acknowledge that my use of these tools and equipment may expose me and others to harm or injury. I am aware that the Hastings Public Library and the City of Hastings, and their partners, directors, officers, agents, members, and employees claim no expertise and make no representation or warranty concerning the fitness of any tool or equipment for any particular use. I take full responsibility for the use of the tools and equipment and shall be fully responsible to determine their fitness for any particular purpose.

_____ (*initial*), I for myself, and on behalf of my heirs, successors and assigns, in consideration of being permitted to borrow tools and equipment, waive any and all claims against and agree not to sue the Hastings Public Library and the City of Hastings, and their partners, directors, officers, members, agents, and employees for any personal injuries and/or property damage of any nature that I may suffer or incur in the use of the tools and equipment that I am borrowing from the Hastings Public Library.

_____ (*initial*), I for myself, and on behalf of my heirs, successors and assigns, in consideration of being permitted to borrow such tools and equipment, agree to release, defend, indemnify and hold harmless the Hastings Public Library and City of Hastings, and their officers, members, agents, and employees from any and all liabilities, losses, claims, demands, actions or causes of action for the death or injury to any persons and for any property damage of any nature suffered or incurred by any person that arises or may arise or be caused in any way from the use of the tools and equipment I am borrowing from the Hastings Public Library.

_____ (*initial*), I affirm that only I, the individual who has signed this form, will operate the borrowed tools and equipment, and that I am over 18 years old or older at the time I have signed this form.

_____ (*initial*), I affirm that I have read and fully understand the Lending Agreement of the Hastings Public Library and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me. I have read and understand this Waiver and Indemnification Form, relinquishing any and all claims against the Hastings Public Library and the City of Hastings, and their officers, members, agents and employees.

Printed Name: _____ Date: _____

Signature: _____ Card: 21348000_____

Hastings Public Library can request a new agreement form at their discretion.

Receiving Staff Initials: _____ Date: _____