Guidelines for Borrowing and Use

- Library of Things items 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 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 over $10.00 is required to borrow a Thing. **Borrowers must be 18 years or older.** In-house use kits can be checked-out by borrowers age 9 and older.
- A valid Government issued ID with picture and current address must also be presented at checkout along with a library card. The address on the ID and in the library records must match.
- Borrowers must understand and sign the agreement at the desk in the presence of library staff every time they checkout an item from the Library of Things.

Checkout Limits

- Things may be borrowed for one or three weeks, depending on the Thing.
- Things designated as “in-house” can only be used at the Hastings Public Library.
- Things will not be renewed as to keep items in circulation for all patrons to use.

Fines and Liability

- It is the borrower’s responsibility to protect the Thing against loss or damage. If an item is more than 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 but they will be charged a maximum of $50 in overdue fines.
- 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.** No overdue fines will be assessed if the Thing was returned on time to an HPL desk, but checked in after the due date.
- 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:
  o **Boroscope**: May not be used internally in people or animals or in sewers/septic tanks and plumbing. **Initial here:**
  o **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.

__________________________________________  ________________________________  __________________________
Print Name  ________________________________  Signature  Card #  Phone  Date

__________________________________________  ________________________________  __________________________
Thing(s) Borrowed: ________________________________ Item Barcode:_________ Due date:________
(HPL Staff Complete)
__________________________________________  ________________________________  __________________________
__________________________________________  ________________________________  __________________________
__________________________________________  ________________________________  __________________________

A Hastings Public Library representative and I have reviewed contents of the Thing(s) and agree that all parts are present and appear to be in working order at check out.:  

**Patron please initial here X________**  
**HPL Staff please initial here X________**  

Physical Check In To Sierra: Y/N  Date Returned: ________  Reviewed By (Initial): ________  
In Good Condition: Y / N  If No, give the Thing & agreement to the Circulation Supervisor

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