

## OSCODA COUNTY DISTRICT LIBRARY LENDING GUIDELINES AND AGREEMENT LIBRARY OF THINGS

### Guidelines for Borrowing and Use

- Library of Things items must be checked out at the circulation desk.
- Items can be returned to any OCL branch but they **MUST** be returned to a staffed circulation station. If they are returned in a book drop or left somewhere outside or inside the library, a \$20 fee will be added to the patron's account
- A valid Oscoda County District Library card and no outstanding fines over \$1.00 is required to borrow a Thing. **Borrowers must be 18 years or older.**
- *A valid Government issued ID with picture and current address must be presented at checkout. The address on the ID and in the library records must match.*
- Borrowers must understand and sign the agreement at the circulation desk in the presence of library staff every time they checkout an item from the Library of Things.

### Checkout Limits

A Thing may be borrowed for **7** days, depending on the Thing. Things may be renewed **1** time for **7** days, unless another patron has a hold on the Thing. Patrons may only check-out **1 Thing at a time.**

### Liability and Fees

- If an item reaches 10 days overdue you will be blocked from placing holds, renewing items and checking out more items until the item is returned.

- If an item is more than 30 days overdue, it is considered lost or converted to your own use and you will receive a bill to cover the replacement cost plus a \$5 processing fee. If a billed item is returned in good condition, the bill will be removed from your record.
- Overdue fines on a Thing will be \$1.00 or \$5.00, depending on the Thing. The maximum overdue fine will equal the replacement cost for the device.
- 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 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 Thing against loss or damage.
- The Oscoda County District Library is not responsible for the loss of data while using this equipment.
- 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 only may be used and operated in compliance with OCL's policies and manufacturer's guidelines.
- Borrower shall not make any modifications or alterations to the Thing.

**OSCODA COUNTY DISTRICT LIBRARY  
LENDING GUIDELINES AND AGREEMENT  
LIBRARY OF THINGS**

Lending Agreement

- To abide by the Oscoda County District Library lending guidelines as stated above.
- To pay any fees as stated 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 Oscoda County District Library, its respective successors, assignees, officers, agents, employees, and volunteer (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.

**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.**

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

\_\_\_\_\_  
Date (MM/DD/YYYY)

<p><b>For Staff Use (if desired by branch):</b></p> <p>Thing Name _____</p> <p>last three of barcode for branch reference _____</p>
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An OCL representative and I have reviewed contents of the Thing and agree that all parts are present and appear to be in working order at checkout.

Patron please initial here X \_\_\_\_\_

OCL Staff please initial here X \_\_\_\_\_