

B9

LIBRARY OF THINGS POLICY

Approved: 4/20/2022

Guidelines for Borrowing and Use

- The Library will provide a current list of “Things,” which will be updated as items are added or removed.
- The Library of Things consists of two tiers. Tier 1 Things can be checked out by any Ypsilanti District Library cardholder. Tier 2 Things can only be checked out by Ypsilanti District Library cardholders age 18 or older. Tier 2 items are designated based on safety and financial factors.
- Library of Things must be checked out at the checkout desk at any YDL location, not at self-check.
- Library of Things **MUST** be returned to any YDL checkout desk, not to the book drop.
- A valid Ypsilanti District Library card and no outstanding fees over \$25.00 is required to borrow a Thing. Things may not be checked out by The Library Network reciprocal borrowing cards, nor may they be lent through inter-library loan.
- **Borrowers 18 years or older may check out any Thing. Borrowers 17 years old or younger may only check out Tier 1 items. Borrowers may not lend the Thing to another person.**
- *A valid Ypsilanti District Library card, the YDL app with patron’s barcode, or Government issued ID with a picture and current address must be presented at check-out.*

Checkout Limits

- A Thing may be borrowed for three weeks.
- Library of Things items may be renewed up to two times, unless another patron has a hold on the Thing.
- Borrowers may check out a maximum of three Things at a time.
- Borrowers may reserve a Thing in advance through the Ypsilanti District Library online catalog or app, in person, or by phone.

Fines and Liability

- 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. If a billed item is returned in good condition within 6 months, the bill will be removed from the borrower’s account.
- 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 Ypsilanti District Library is not responsible for the loss of data, manufacturing defects in quality of workmanship or materials inherent in any borrowed Thing, or any damage caused while using a Thing.
- Borrowers must sign the Borrower's Agreement for Tier 2 Things.
- Borrowers are responsible for any damage to the Thing and/or its accessories. Borrowers must cease using the Thing immediately and notify the Library if the Borrower has any concerns about the safety or working condition of a Thing.
- Michigan Penal Code, Act 328 of 1931, MCL 750.362 and 362a, provides 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.

Care and Operation

- The Thing may only be used and operated in compliance with the Library's policies and manufacturer's guidelines.
- Borrower shall not make any modifications or alterations to the Thing.
- All Things shall be returned in the same or better condition as they were when issued, excluding normal wear and tear. All Things shall be returned clean.
- Use care when handling and using the Thing.
- Things must be returned with all parts, components, and accessories.

Violations and Appeals

- The Library Director or designee may refuse to lend any of the Things if a patron has violated this Policy, including losing or damaging any Thing.
- The Borrower may appeal the Library Director or designee's decision to the Library Board by filing a written appeal with the Library Board President within 10 business days of the notice of refusal.

Library of Things
BORROWER AGREEMENT

Patron Name: _____

Library Card #: _____ Phone #: _____

I understand that I am fully responsible for any and all Things (as defined by the Library of Things Policy) checked out on my library card at any time and for the safe and timely return of the Item(s) to a Library staff member. **If any Item(s) or any part of an Item(s) checked out on my card at any time is damaged, lost, or stolen I understand that I am responsible for all applicable charges.** My signature below indicates that I have read, understand, and agree to the terms of the Borrower Agreement and to pay for any items that are damaged, lost or stolen as determined by the Library. I agree to return the Item(s) by the due date and time identified at the time of check out. If the Item(s) are not returned by the due date, I understand that the Library has the authority to contact law enforcement to recover the Item(s) and that I may be subject to criminal charges. In addition, I grant my written consent for the Library to provide any information to law enforcement that is necessary to recover or assist in the prosecution regarding the Item(s) not returned by the due date.

In being permitted to borrow the Item(s), I hereby voluntarily waive, release, and discharge and covenant not to sue the Ypsilanti 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 Item, 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 Item.

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. I understand that this Agreement applies to any Thing that I check out now and in the future.

Signature of Borrower: _____ **Date:** _____