

# **LIBRARY OF THINGS LENDING GUIDELINES**

## **Guidelines for Borrowing and Use**

1. Objects lent out by The Florham Park Public Library through its Library of Things program ("Things") may only be checked out from the circulation desk.
2. Things are only available for residents of the Borough of Florham Park.
3. To borrow a Thing, an individual must have a valid library card and no outstanding fines above \$10.00.
4. Borrowers must be 18 years or older.
5. Borrowers must read, understand, and agree to these terms and conditions every time they reserve and check out a Thing.
6. The Borrower is solely responsible for the Thing and will be billed for reasonable repair or replacement costs associated with damage or loss of Things and/or peripherals due to neglect or abuse.
7. A list of the replacement costs of Things is maintained by the Library and is available upon request.
8. The responsibility to protect against loss is the Borrower's.
9. The Florham Park Public Library is not responsible for the loss of any data while using the equipment.

## **Time Limits and Availability**

- A Thing may be reserved up to 12 weeks in advance.
- Things may be borrowed for periods no shorter than 1 day, and no greater than 4 weeks.
- Please note that some things have maximum lending periods of 2 weeks.
- Things are non-holdable, and non-renewable.
- Borrowers may check out the same Thing no more than 2 times in a one year period.
- Borrowers may only check out one Thing at a time.

## **Proper Care and Use**

- As with any Thing, use care when handling.
- Return the Thing with all parts and components.
- Wherever possible, instruction and use manuals are available when reserving Things. Please consult them prior to checking out the Thing to be sure it meets your needs and expectations.

## **Fines and Liability**

- The overdue fine is \$5.00 per day.

Initial: \_\_\_\_\_

# LENDING AGREEMENT

I agree:

1. To abide by The Florham Park Public Library's Library of Things Lending Guidelines as stated above.
2. To pay an overdue fine as stated above if the Thing is returned late.
3. To pay full repair and/or replacement costs should the Thing or components of the Thing be lost, stolen, not returned, or damaged.
4. In consideration of being permitted to borrow the Thing, I hereby voluntarily waive, release, and discharge and covenant not to sue The Florham Park Public Library ("Library"), its respective successors, assigns, 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, 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.
5. I have read the entire document, and my signature below indicates my agreement with the above statements.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Library Card Number \_\_\_\_\_

# LIBRARY OF THINGS SUPPLEMENTAL WAIVER

## Informed Consent Form for Equipment

In consideration of my use of the equipment lent out by The Florham Park 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 Florham Park 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 the Equipment.

No warranties, expressed or implied, including without limitation: suitability, durability, fitness for a 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 \_\_\_\_\_

*For Staff Use Only:*

*Thing Borrowed* \_\_\_\_\_