

New Bedford Free Public Library Funbrary Lending Guidelines and Agreement

Guidelines for Borrowing and Use

- Things can only be checked out from and returned to the New Bedford Free Public Library branch where the item was borrowed.
- Borrower must have a valid SAILS Library card and no outstanding fines above \$10 with the New Bedford Free Public Library.
- Borrowers must be 18 years old or older.
- A borrower may have up to 3 Things checked out at a time.

Time Limits and Availability

- Each Thing may be borrowed for 1 week and renewed 1 time within a calendar year.

Fines and Liability

- Late fines accrue at a rate of \$0.25 per day.
- 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 accessories due to neglect or abuse. Library staff will ensure that all parts and accessories are lent with and returned with Things.
- A list of the replacement costs of Things is maintained by the Library and is available upon request.
- Responsibility for a child's use of a Thing rests with the parent or guardian.
- Replacement cost will be charged to the borrower after 70 days and the item is considered lost.
- The responsibility to protect against loss is the borrower's.

Proper Care and Use

- Use care when handling Things
- Return the Thing in clean and good condition with all parts and accessories.
- Library staff will sanitize Things after being returned by each borrower.

Thing Lending Agreement

I agree:

- To abide by New Bedford Free Public Library's Funbrary Lending Guidelines as stated above
- To pay an overdue fine as stated above if the Thing is returned late
- To pay full repair and/or replacement costs should the Thing be stolen, lost, not returned, or damaged.

Signature

Date

New Bedford Free Public Library Funbrary Waiver

In consideration of my use of the equipment lent out by the New Bedford Free Public Library through its Funbrary program (Things), I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the New Bedford Free Public Library and its Trustees and staff, the City of New Bedford and its employees, officers, and agents, from any loss, damage, or injury to persons or property arising from the Things, whether arising through the Library's negligence or imposed by law. In no event shall those parties 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 New Bedford Free Public Library and its Trustees and staff, the City of New Bedford and its employees, officers, and agents harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses including attorney's 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 Things.

No warranties, express or implied, including without limitation: suitability, durability, fitness for a particular purpose, condition, or quality have been made by the Library, directly or indirectly in connection with the Things. I am borrowing the Thing(s) "as is." I acknowledge that I have examined the Things and that its condition is acceptable. I agree to surrender the Things 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 Things 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 Things. I understand and acknowledge that the use of some Things may involve risk of serious injury, including permanent disability and death. I agree to refrain from using any Things in a manner inconsistent with its intended design and purpose.

I have read this Liability Waiver and sign it voluntarily. I understand that I am giving up substantial rights by signing it.

Print Name: _____

Signature: _____

Library Card Number: _____

Date: _____