



MANISTEE COUNTY LIBRARY
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Manistee County Library 'Library of Things' Policy

Purpose and Selection

The Library recognizes the need to circulate items that may be outside the scope of traditional library materials. Therefore, the Library has developed a "Library of Things." The Library staff will select materials for the Library of Things based on the criteria identified in the Library's Material Selection Policy. Any requests for reconsiderations of "Things" will be processed under the same procedure as reconsideration of library materials in the Material Selection Policy.

Guidelines for Borrowing and Use. The following are the guidelines for borrowing:

- I. **Current List.** The Manistee County Library will provide a current list of "Things" but the list may be changed from time to time. The Library will divide the list into Tier 1 and Tier 2 items based on safety and financial factors. The Library does not guarantee the availability of any items on the list.
- II. **Check out and Return.** Library of Things must be checked out at the Circulation Desk, not at self-check. Library of Things **MUST** be returned to the Service Desk, not to the book drop.
- III. **Library Card; Identification.** A valid Manistee County Library card and no outstanding fines over \$5.00 are required to borrow a Thing. A valid government issued ID with a picture and current address must be presented at check-out. The address on the ID and the library records must match. A patron must have a library card in good standing for a minimum of 30 days prior to checking out Tier 2 items.
- IV. **Age; Non-Transferable.** Patrons must be 18 years or older to check out Tier 2 items. Patrons may not lend the Thing to another person without the Library's consent.

Checkout Limits

- I. **Checkout Duration.** A Thing may be borrowed for up to 7 days, depending on the Thing. The attached List contains the borrowing limits for each Thing.
- II. **Renewals.** Library of Things items may not be renewed.
- III. **Limits.** Patrons may only check out two (2) Things at a time per household.

- IV. Reservations. Patrons are restricted to placing two (2) Library of Things items on hold per household.

Fines and Liability

- I. Fines. Overdue fines on a Thing will be \$5.00 per day. The maximum overdue fine will equal the replacement cost for the device.
- II. Overdue More than 30 Days; Lost. If the Thing is more than 30 days overdue, it is considered lost or converted to the patron's own use and the patron will receive a bill to cover the replacement cost. If a billed item is returned in good condition within three (3) months, the bill will be removed from the patron's account, but the patron will be responsible for all overdue fines.
- III. Damage. Patrons are responsible for any damage to the Thing and/or its accessories. The patron 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.
- IV. Replacement Costs. A list of replacement costs of Things is maintained by the Library and is available for viewing upon request.
- V. Library Not Responsible. The 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.
- VI. Patron's Agreement. Patrons must sign the Patron's Agreement for Tier 2 Things.
- VII. Notice to Library. Patrons must cease using the Thing immediately and notify the Library if the patron has any concerns about the safety or state of repair of a Thing.
- VIII. Criminal Penalties. 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

- I. Safe Operation; No Warranties. The Thing may only be used and operated in compliance with the Library's policies and manufacturer's guidelines. Use care when handling and using the Thing. The Library makes no representation or warranty as to the fitness for use or condition of the items. patrons are responsible for reading and abiding by all manufacturer's recommendations, warnings, instructions for use, Library policies and all state and federal laws governing the use of that item.
- II. No Modifications. Patrons shall not make any modifications or alterations to the Thing.
- III. Condition Upon Return. All Things shall be returned in the same or better condition as they were when issued, excluding normal wear and tear. All Things that are tools shall be returned clean.

Any item that must be cleaned by staff will result in a \$3.00 cleaning fee. Return the Thing with all parts, components, and accessories.

Violations and Appeals

- I. Violations. 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, violating this Policy or violating any term of the patron's agreement. The Library shall provide written notification to the patron.
- II. Appeal. The patron 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
PATRON AGREEMENT

Patron Name: _____

Library Card #: _____ Phone #: _____

Item(s) Borrowed:

ITEM	ITEM BARCODE

Check-out Date _____

Due Date: _____

Note: the item(s) must be returned on the due date before closing time.

I understand that I am fully responsible for the item(s) borrowed above (the term "Item" includes the item referenced above and all of the accessories for that item) and for the safe and timely return of the Item(s) to a Library staff member. **If the Item(s) or any part of the Item(s) are damaged, lost, or stolen, or late fees are incurred, 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 patron 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 listed on this patron Agreement. 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 Manistee County 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

Signature: _____

Date: _____

Tier 1 Items (Agreement does not need to be signed for these items)

Lending Period: 1 Week Unless Noted

Badminton Set	Shark Toss and Catch
Badminton Set	Steel Drum
Bundt Pan	Stud Detector
Blu-Ray Player	Swirl Bundt Pan
Bocce Ball Set	Telescope
Code Reader	Ukulele
Coding Critters: Cats	Wii Karaoke Bundle
Coding Critters: Dogs	Wii Mario Kart Bundle
Croquet Set	
DVD Player	
Family Game Night Kit	
Free Standing Magnifying Glass	
Giant Bubble Kit	
Giant Bubble Kit	
Giant Jenga	
Gingerbread Bundt Pan	
Gingerbread Cookie Cutters	
Hands Free Magnifying Glass	
Happy Light	
Horseshoes Game	
Kids Metal Detector	
Kids Metal Detector	
Loom* (lending period 3 weeks)	
Magnifying Lamp	
Madeleine Pans	
Mini Bundt Pan	
Mini Loaf Pan	
Mini Muffin Pan	
Pickleball Set	
Portable CD Player	
Ring Toss	
Round Cake Pans	
Science and Nature Kit	

Tier 2 Items (Patron Agreement needs to be signed for these Items)
Lending Period: 1 Week

Animal Games Kit
Benq Projector
Corn Hole Game
Dell Projector
Digital Converter
Experiment with Sound Kit
Explore the Outdoors Kit
Fancy Nancy Phonics Kit
Learn to Measure Kit
Metal Detector
Nature Backpacks
NEC Projector
Nintendo Switch Bundle
Playstation 3
Projector Floor Screen
Ready for Kindergarten Kit
Star Wars Phonics
Wii Bundle
Wii Fit Bundle
XBox 360 Kinect