

Sargent Memorial Library

Library of Things Lending Guidelines and Agreement

Guidelines for Borrowing and Use

- Borrowers must have a valid CWMARS Library card and no outstanding Library fines above \$10.
- Borrowers must be 18 years old or older.
- Items can be borrowed for 2 weeks at a time with no renewals.
- Items can only be checked out and returned in person at the Sargent Memorial Library circulation desk. The only exception are the hotspots which can be returned via the book drop.
- Items cannot be returned to other libraries.
- High demand items, such as the hotspots and the portable DVD players, may have specific loan frequency restrictions. See the object description page for details
- Borrower may place up to 2 reservations for Library of Things items per week. The Library reserves the right to refuse the loan of any Library of Things item at its sole discretion.

Fines and Liability

- The Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed tools and equipment.
- By checking out any of the items, the borrower is certifying that they are capable of using that item in a safe and proper manner, and acknowledging that the Library is not responsible for any use or training associated with the items borrowed.
- Late fines accrue at a rate of \$1.00 per day per item. Replacement cost will be charged to the borrower if the item was not returned within 28 days past the original due date.
- The borrower is solely responsible for the item and will be billed for reasonable repair or replacement costs associated with damage or loss of items and/or accessories. A list of the replacement costs of the items is maintained by the Library and is available upon request.
- Responsibility for a child's use of an item rests with their parent or guardian.
- The borrower understands that any use of the items is undertaken at their own risk. The library is not responsible for injury, loss, or damage that may occur through the use of the item.
- The borrower agrees to report any damage to the Library immediately.

Lending Agreement

By continuing with the borrowing process, I agree:

- **To abide by Sargent Memorial Library's Library of Things Lending Guidelines as stated above.**
- **To pay an overdue fine as stated above if the item(s) is returned late.**
- **To pay for the full repair and/or replacement costs should the item be stolen, lost, not returned, or damaged.**

Sargent Memorial Library

Library of Things Lending Guidelines and Agreement

In consideration of my use of the equipment lent out by the Sargent Memorial Library through its Library of Things program (LOT), I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, my heirs, child, executors, administrators, and assigns, the Sargent Memorial Library and its Trustees and staff, the town of Boxborough and its employees, officers, volunteers, and agents, from any loss, damage, or injury to persons or property arising from the LOT collection, whether arising through the Library's negligence or imposed by law. In no event shall those parties be liable to me or my minor child for any personal injuries, claims or damages, indirect, consequential or special damages, including without limitation lost use, revenue or profits.

I hereby agree to indemnify and hold the Sargent Memorial Library and its Trustees and staff, the Town of Boxborough and its employees, officers, volunteers, and agents harmless from and against any and all liabilities, claims, actions, proceedings, damages, losses, costs and expenses including any costs 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 or my minor child's possession, use, and return of the LOT items.

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 LOT item. I am borrowing the LOT item "as is." I acknowledge that I have examined the LOT item and that its condition is acceptable. I agree to surrender the LOT item 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 LOT item 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 LOT item. I understand and acknowledge that the use of some LOT items may involve risk of serious injury, including permanent disability and death. I agree to refrain from using any LOT item in a manner inconsistent with its intended design and purpose.

I hereby acknowledge that I am borrowing the LOT item with the understanding that the Town of Boxborough and its officials, officers, volunteers, agents or employees do not assume any legal or other responsibility for the LOT item, its proper use or maintenance, and that they are not liable for any claims or causes of action caused by the use of the borrowed equipment.

I further affirm that I have read this Waiver Form and that I understand the contents of this Form. I understand that participation in The Library of Things Program is entirely voluntary and that I am free to choose not to participate in said program. **By continuing with the reservation process, I agree to such Policy and borrow the LOT item with full knowledge that the Releasees will not be liable for any damage or injuries resulting from such a program.**

I have read this Liability Waiver and agree to it voluntarily. I understand that I am giving up substantial rights by continuing with the borrowing process. Agreeing with the Waiver signifies that I understand and accept sole responsibility for the equipment and its proper use.

***Guideline and Agreement approved by the Library Board of Trustees 2/7/2024.
Revised***