

**The Colony Public Library**  
**Library of Things Lending Policy & User Agreement**  
Adopted by The Colony Public Library Board 09/20

**Library of Things Lending Service:** The Colony Public Library offers useful, non-book objects and items (“Things”) to the public as part of its mission to provide informational, educational, technological, and recreational resources to the community.

**I. Access**

- A. Borrower must be a The Colony Public Library cardholder with an account in good standing.
- B. Borrower must be 17 years or older.
- C. Borrower must present a valid photo ID at the time of checkout.
- D. Upon first checkout, borrower must read and understand the Library of Things Lending Policy and sign the Library of Things User Agreement. Signed agreements will be kept on file with The Colony Public Library for one year.
- E. Borrower may only have up to two (2) Things checked out at any given time.

**II. Lending**

- A. Thing(s) may be checked out for three (3) weeks and may be renewed twice, as long as there are no pending holds or requests for devices.
- B. Borrower must check out and return Thing(s) in person at the Circulation Desk or via the Library’s drive-up holds window.
- C. Borrower and library staff will verify all accessories, if applicable, are present at the time of check out and check in.
- D. Things returned via book drops will incur a \$10.00 fee.
- E. Things returned in soiled condition will incur a \$5.00 cleaning/processing fee.
- F. Borrower is responsible for loss, damage, or theft of Thing(s) and/or accessories, if applicable.
- G. A list of replacement costs of Things is maintained by the Library and is available upon request.

**III. Responsibilities**

- A. Borrower agrees to use and operate Thing(s) in compliance with The Colony Public Library’s policy and manufacturer’s recommended guidelines and instructions.
- B. Borrower acknowledges that The Colony Public Library is not responsible for any injury, loss, or damage that may occur from use of Thing(s).
- C. Borrower agrees to use care when handling and using Thing(s).
- D. Borrower shall not make any modifications or alterations to Thing(s).
- E. Borrower accepts sole responsibility for Thing(s) and restitution fees associated with loss, damage, or theft of Thing(s) and/or accessories, if applicable.
- F. Borrower may be suspended from The Colony Public Library’s Library of Things Lending Service after three (3) combined instances of either of the following:
  - i. Borrower returns Thing(s) more than 35 days overdue
  - ii. Borrower returns Thing(s) incomplete, damaged and/or broken

**Library of Things User Agreement**

I agree:

- To abide by The Colony Public Library’s Library of Things Lending Policy as stated above for all current and/or future Thing(s) that may be available to me.
- To pay full fees associated with incorrect returns, cleaning, and/or restitution for loss, damage, or theft of Thing(s) and/or accessories.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Photo ID Number

**Library of Things Supplemental Waiver – Informed Consent for Equipment**

In consideration of my use of the equipment lent out by The Colony 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 Colony 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