

## LIBRARY OF THINGS BORROWER'S AGREEMENT AND USE POLICY

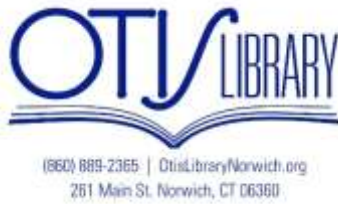
1. Patrons must be 18 or over to borrow items ("Item/Items") from Otis Library's Library of Things ("LoT") collection.
2. Patrons/Borrowers must sign this "Borrower's Agreement" and a "Waiver and Indemnification Form" prior to checking out any Items from the LoT.
3. Patrons must present a valid Connecticut public library card with a current address and contact information. Staff reserve the right to request photo identification.
4. Patrons must not owe money for lost or damaged materials.
5. Patron is solely responsible for Items checked out from the LoT. Patron agrees to use each Item with care and in accordance with any application instructions.
6. Patrons may borrow only one (1) LoT Item at a time.
7. LoT Items circulate for 14 days. There are no renewals and no holds. A patron must wait 24 hours after returning an Item to check it out again.
8. All LoT Items borrowed must be returned to Otis Library's Front Desk and handed to a Library staff member to be checked in. Items may not be returned to a book drop or another library.
9. All Items must be returned in the same (or better) condition as when borrowed. All Items must be returned clean.
10. If an Item is returned late, the Patron will be responsible for a late fee of \$25.00 per day for every day the Library is open until the Item is returned.
11. The Library may replace LoT Items that are severely delinquent (overdue), holding the Patron responsible for the full replacement cost. The replacement cost of the Item is noted on the contents list included with each Item.
12. The Patron agrees to pay for the loss, damage, or theft of any LoT Item and further agrees to accept the Library's assessment of fair restitution for damage, soiled condition, delinquency in returning the Item, and/or loss of Items in part or total. This restitution amount could equal the full replacement cost of the Thing.
13. The Patron agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed LoT Items and is not responsible for any other defective conditions of the borrowed Items.
14. If any borrowed Item becomes unsafe or in a state of disrepair, the Patron will discontinue its use immediately and immediately report any damage to the Library.
15. The Patron agrees that Otis Library is not responsible for any injury, loss of data, or damage that may occur when using an Item from the LoT collection.
16. The Library reserves the right to refuse the loan of any Item at its discretion.

The Library reserves the right to make exceptions to any aspect of this policy due to special circumstances.

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (print) \_\_\_\_\_ Library Card Number: \_\_\_\_\_

Item \_\_\_\_\_ Barcode: \_\_\_\_\_ Staff Initials \_\_\_\_\_



## LIBRARY OF THINGS WAIVER AND INDEMNIFICATION FORM

The items ("Items") in Otis Library's Library of Things ("LoT") collection are for use by library patrons over the age of 18 with a valid Connecticut public library card, in good standing.

I, the signer of this document, state that I will use the Items I am borrowing in a safe and proper manner.

I hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow Items, waive any and all claims against Otis Library, its officers, agents, and employees for any injury or injuries of any nature that I may suffer or incur in the use of the Items that I am borrowing from Otis Library.

I hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow Items, agree to release, indemnify and hold harmless Otis Library, its officers, agents, and employees from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of Items that I borrow from Otis Library. I am aware that Otis Library, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any Item for any particular use.

I affirm that I have read and fully understand the Library of Things Borrower's Agreement & Use Policy of Otis Library, and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me. I have read and understand this Waiver and Indemnification Form, relinquishing any and all claims against Otis Library, its officers, agents, and employees.

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (print) \_\_\_\_\_ Library Card Number: \_\_\_\_\_

Item \_\_\_\_\_ Barcode: \_\_\_\_\_ Staff Initials \_\_\_\_\_