

Library of Things Lending Guidelines

Guidelines for Borrowing and Use

- Objects lent out by the library through its Library of Things program may only be checked out from the service desk.
- A valid New Ulm Public Library card with current address and no outstanding fines is required to borrow a Thing.
- Borrowers must be 18 years of age or older.
- Borrowers may check out one Thing at a time, with exceptions made on a case-by-case basis for like items for a whole family (e.g. snow shoes for more than one family member).
- Borrowers must read, understand, and sign this agreement before they check out a Thing.

Liability

- 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 peripherals.
- A record of the replacement cost of Things is available in the library's catalog and those costs are available upon request.
- The responsibility to protect against loss is the borrower's.

Proper Care and Use

- As with any Thing, use care when handling.
- Return the Thing with all parts and components.

Thing Lending Agreement and Informed Consent Form for Things

I agree:

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

In consideration of being permitted to borrow and of my use of the Thing lent out by the New Ulm Public Library, I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the New Ulm Public Library and the City of New Ulm and their employees, officers, and agents, from any loss, damage, or injury to persons or property arising from the Thing, whether arising through the City or Library's negligence or imposed by law. In no event shall the City of New Ulm or the Library be liable to me for indirect, consequential, or special damages, including without limitation lost use, revenue or profits. This indemnification agreement does apply to any medical or other payments made by the City or any insurer of the City for any such claims.

I agree to indemnify the City of New Ulm and the Library and their 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 Thing. This indemnification agreement does apply to any medical or other payments made by the City or any insurer of the City for any such claims.

No warranties, expressed or implied, including without limitation: suitability, durability, fitness for a particular purpose, condition, or quality have been made by my library, directly or indirectly in connection with the Thing. I am borrowing the Thing "as is." I acknowledge that I have examined the Thing and that its condition is acceptable. I agree to surrender the Thing 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 Thing 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 Thing. I understand and acknowledge that the use of the Thing involves risk of serious injury, including permanent disability and death. I agree to refrain from using any Thing 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.

Printed Name

Signature

Date

For Staff Use Only

- ☐ Patron presented library card or photo ID when signing agreement.
- ☐ A note has been added to patron's account to indicate that a signed Library of Things Lending Guidelines, Agreement and Informed Consent Form for Thing is on file.

Date and staff initials _____