

**Stoneham Public Library**  
**Library of Things Borrower's Agreement & Use Policy**

1. Patrons must be aged 18 years or over to borrow item(s) from the Stoneham Public Library's (SPL) Library of Things.
2. Prior to borrowing Library of Things item(s), all Patrons must (a) sign the Waiver and Indemnification Form; and (b) sign this Borrower's Agreement & Use Policy.
3. By taking possession of any item(s), the Patron is certifying that they are capable of using that item(s) in a safe and proper manner.
4. Only the Patron is authorized to use SPL Library of Things items. The Patron shall not permit the use of item(s) checked out to them by any other person unless by the express permission of the SPL.
5. Patrons may borrow up to two items at a time.
6. All Library of Things items have a lending period of 14 days. The Library reserves the right to make an exception to this policy.
7. Patrons may not renew Library of Things item(s).
8. All Library of Things item(s) are to be returned in the same (or better) condition as they were issued, barring normal wear and tear. All item(s) must be returned clean.
9. All Library of Things items borrowed are to be returned to the SPL by close of business on their due date. Library of Things items may only be returned during the Library's open hours, to the circulation desk, and may not be returned in the book drop or left outside.
10. The SPL may replace delinquent (i.e. unreturned) Library of Things items, holding the Patron responsible for the full replacement cost. The SPL reserves the right to use appropriate steps to retrieve delinquent Library of Things items or unpaid fines and fees. The SPL also reserves the right to forgive fees due to special circumstances.
11. The Library reserves the right to refuse the loan of any item(s) at its discretion.
12. The Patron agrees that SPL is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed Library of Things item(s).
13. The Patron agrees that if any borrowed Library of Things item(s) becomes unsafe or in a state of disrepair, they must immediately discontinue use of the Library of Things item(s) and notify SPL of the issue on return, if not earlier.
14. The Patron understands that any use of personal items including but not limited to VHS tapes, photo negatives, and DVDs is undertaken at their own risk, and SPL is not responsible for damage incurred to personal items while using SPL Library of Things item(s).
15. The Patron agrees to report any damage done to any Library of Things item(s) to the Library immediately. The Patron also agrees to pay for the loss of or damage to any item(s) and further agrees to accept the Library's assessment of condition of item(s) and to further agree to the Library's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of item(s) in part or in total. This restitution amount could equal the full replacement cost of the item(s).

I state that I have read and fully understand the Library of Things Borrower's Agreement and Use Policy of the Stoneham Public 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 signed a Waiver and Indemnification form, relinquishing any and all claims against the Stoneham Public Library and the Town of Stoneham.

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

Name (print): \_\_\_\_\_

**Stoneham Public Library**  
**Library of Things Waiver and Indemnification Form**

The items in our Library of Things collection are for use by library patrons with a valid Stoneham Public library card in good standing. I, \_\_\_\_\_(print name), state that I am capable and experienced in using the item(s) I am borrowing through the Library of Things program, and that I will use the item(s) I am borrowing in a proper manner. I am aware and acknowledge that my use of these item(s) may expose me and others to harm or injury. I am aware that the Stoneham Public Library and the Town of Stoneham, its partners, directors, officers, members, and employees claim no expertise and make no representation or warranty concerning the fitness of any item(s) for any particular use. I take full responsibility for the use of said item(s) and shall be fully responsible to determine their fitness for any particular purpose. I, \_\_\_\_\_(print name), do hereby for myself, on behalf of my successors and assigns, in consideration of being permitted to borrow Library of Things item(s), waive any and all claims against and agree not to sue the Stoneham Public Library and the Town of Stoneham, its officers, agents, and employees for any personal injury or injuries and/or property damage of any nature that I may suffer or incur in the use of the item(s) that I am borrowing from the Stoneham Public Library. I, \_\_\_\_\_(print name), hereby for myself, and on behalf of my successors and assigns, in consideration of being permitted to borrow such Library of Things item(s), agree to release and indemnify and hold harmless the Stoneham Public Library and the Town of Stoneham, 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/or for any property damage of any nature suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of item(s) I am borrowing from the Stoneham Public Library. I affirm that I have read and fully understand the Library of Things Borrower's Agreement & Use Policy of the Stoneham Public 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 the Stoneham Public Library and the Town of Stoneham, its officers, agents, and employees.

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

Name (print): \_\_\_\_\_