

Library of Things Agreement

Thing Lending Policy

The Framingham Public Library is pleased to make available several different items for loan to our community.

Loan Rules:

- In order to borrow an item a patron must have a Minuteman Library Network card in good standing and must sign the Thing Loan Agreement.
- Framingham residents may request items online or by phone. Non-Framingham residents can request items by phone.
- Items are available to be borrowed by scheduling a pickup appointment
- Items are not available for loan between Minuteman Library Network libraries or for Interlibrary Loan outside the Network.
- The item must be picked up and returned at the owning library. It cannot be placed in a book drop or returned to any other Minuteman Network Library.

Thing Loan Agreement:

- I have read the Thing Lending Policy and agree to comply with its rules.
- I agree to assume responsibility for the care and return of the items as well as financial responsibility for their replacement cost not to exceed their value.
- If any issues arise in complying with these rules and guidelines, I agree to contact Library staff as soon as possible to resolve them.
- I agree to return the item to a staff person at the Library from which it was borrowed.
- If signing for a minor, under the age of 12, I understand that this form will permit borrowing from the Library of Things without any additional notification to me.
- Some Library of Things items have minimal age recommendations.

Borrower Responsibility and Replacement Costs:

- The library is not responsible for any costs incurred or damage to personal equipment while borrowers use the items or for the security of connected patron items.
- The library does its best to provide clean and fully functional equipment, but is not responsible for unforeseen item failure.

- Borrowers are responsible for the safekeeping and return of these items to the library in good working order and assume liability for the equipment while it is in their care. Borrower is responsible for damaged and/or missing pieces of the package.

08/18/2022

**RELEASE AND INDEMNITY AGREEMENT
RE: FRAMINGHAM PUBLIC LIBRARY
LIBRARY OF THINGS CIRCULATION / USE OF SPARK LAB**

I hereby expressly waive in advance any and all rights to sue and release any and all claims which I may have against the City of Framingham, the Framingham Public Library, and any of their officials, officers or employees, in any way arising from or connected with my use of items from the Library of Things or the Spark Lab, and any and all injuries, damages and/or expenses which I may suffer or incur as a result thereof.

Further, I expressly agree to indemnify and hold harmless the City of Framingham, Framingham Public Library and any of their officials, officers or employees, from and against any and all liability, loss, damage, or expense, including court costs and attorney's fees, which they or any of them suffer as the result of the filing of a civil action by me, my estate, or anyone on behalf of me or my estate, against them or any of them in any way arising from or connected with my use of items from the Library of Things or the Spark Lab, and from and against any and all loss of or damage to the property of Framingham Public Library that is caused by my acts, omissions or negligence in the course of my participation in the aforementioned activities.

I further acknowledge that my use of items from the Library of Things or the Spark Lab is completely voluntary and my own choice and that my execution of this release and indemnity agreement is a precondition to said use.

WITNESS my hand and seal this _____ day of _____, 20____.

Signature

Print Name

Library Card Number

Note:

This is a legal document in which you agree to give up the right to sue the City of Framingham, the Framingham Public Library, and any of their officials, officers or employees in the event you are injured while participating in the aforesaid activities. If you do not understand the language or have any questions, consult an attorney before signing.