

## Library of Things Lending Policy and Loan Agreement

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 FPL Library of Things Loan Agreement. If borrowing a Specialty Item, borrowers **must** be 18+ or have parent/legal guardian consent.
  - Specialty Items may include Hotspots, Tools, Cricut machines, Chromebooks, Cameras, Gaming Consoles, and other high-cost items. For a full list of Specialty Items, please ask Library staff.
- Framingham Public Library cardholders may request items online, by phone, or in person. Cardholders from other Minuteman Libraries can request items by phone or in person.
- After placing a hold, patrons will receive a notification when an item is ready for pick up.
- All items **must be returned to the front desk at the library from which it was borrowed (Main Library or McAuliffe Branch)**. Items are not available for interlibrary loans between Minuteman Library Network libraries or outside the Network. Items cannot be placed in a book drop or returned to any other branch or Minuteman Network Library.
- The loan period for all Library of Things items is 14 days, with up to 2 renewals, with the exception of hotspots.
- Patrons are allowed to have up to 3 Library of Things items checked out to their account at a time.

### 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 is not responsible for the security of personal data if a borrower elects to sign in to an electronic device with personal information. Borrowers must sign out of any electronics, and failure to do so may result in a processing fee.
- Borrowers are not permitted to change any device or account settings on electronic devices, including adding parental controls/PINs. Any such changes to devices will result in a fine.
- 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 the replacement cost of damaged and/or missing pieces, including packaging. The Library Director reserves the right to limit or suspend a patron's borrowing privileges with respect to the Library of Things collection due to repeated damage and/or loss.
- The Patron agrees to pay for the loss of or damage to any item and further agrees to accept the Library's assessment of condition and assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total.

### Library of Things Loan Agreement:

- I have read the Library of Things Lending Policy and agree to comply with its rules.
- I agree to assume responsibility for the care and return of the items and item packaging as well as financial responsibility for their replacement cost not to exceed their value.
- The library reserves the right to refuse the loan of any item at its discretion.
- The Patron agrees that FPL is not responsible for any manufacturing defects in quality of workmanship or

materials inherent in any borrowed tools and equipment.

- If any issues arise in complying with these rules and guidelines, I agree to contact Library staff as soon as possible to resolve them.
- While staff can provide a basic overview of items in the collection, by taking possession of any item, the patron is certifying that they are capable of using the item in a safe and appropriate manner.
- I agree to return the item to a staff person at the Library from which it was borrowed.
- If borrowing a Specialty Item, I have verified that I am 18 years of age or older.
- If signing for a minor, under the age of 18, I understand that this form will permit borrowing a Specialty Item from the Library of Things without any additional notification to me. Some Library of Things items have minimum age recommendations.

### **RELEASE AND INDEMNITY AGREEMENT RE: FRAMINGHAM PUBLIC LIBRARY LIBRARY OF THINGS CIRCULATION**

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, and any and all injuries, damages and/or expenses which I may suffer or incur as a result thereof to the fullest extent of the law. I am aware that the Framingham Public 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.

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, 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 affirm that the above information is current, true and correct and may be subject to verification. I further state that I have read and fully understand the rules and regulations of the Framingham 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 Framingham Public Library, the City of Framingham, its officers, agents, and employees. I acknowledge that my execution of this release and indemnity agreement is a precondition to use of the Library of Things.

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

Name (Print): \_\_\_\_\_ Library Card #: \_\_\_\_\_

**Printed name and signature of parent/guardian if borrower is under 18 years of age and borrowing a Specialty Item:**

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name (Print): \_\_\_\_\_

**Please 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.

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#### **Staff Use Only:**

Staff Initials: \_\_\_\_\_ Message added to Patron Record? \_\_\_\_\_

LoT Staff Initials: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_

*March 2025*