

Montclair Public Library Library of Things Policy

Policy Statement

The Montclair Public Library makes available a variety of different items, in addition to reading, viewing and listening materials, for loan to any Montclair Public Library cardholder in good standing. Such items are collectively called our “Library of Things” and any individual item within the Library is called a “Thing.”

Regulations

1. The Library of Things contains two (2) categories of Things, based on value. Tier 1 Things are any items with a total replacement cost of less than \$50.00. Tier 2 Things are any items with a total replacement cost of \$50.00 or more.
2. There is a limit to check out one Thing per library card at any time.
3. Any returned Thing must remain in the Library for 72 hours before the same patron, or another patron living in the same household, may check it out again.
4. Any use of a Thing for any illegal purpose and unauthorized copying of copyright-protected material in any format is strictly prohibited.
5. Things must be returned in person to the circulation desk and may not be returned in a Library book drop. If Things are returned in the book drop, a \$50.00 fine will be applied to the patron’s account.
6. The overdue cost for Things are:
 - a. Tier 1 Things that have a total replacement cost of less than \$50.00 incur no late fee.
 - b. Tier 2 Things that have a total replacement cost of \$50.00 – 100.00 incur a late fee of \$1.00 per day).
 - c. Tier 2 Things that have a total replacement cost of \$100.00 or more incur a late fee of \$5.00 per day.
7. Parents and guardians will be responsible to pay the late fees for any Thing(s) borrowed by their minor child(ren).
8. The Library reserves the right to charge the borrowing patron’s account for the cost of repairing or replacing a damaged Thing, at the Director’s discretion. Borrowing

customers will not be held liable for damage that the Library judges to be the result of normal wear and tear.

9. All Things must be returned in the same condition as the patron received them, with all accompanying components and instructions.
 - a. If the Library is able to easily replace a missing or damaged part, the patron will be charged for the cost of the replaced part.
 - b. In many cases, parts from Library of Things materials cannot be easily replaced and the item is no longer usable. In those cases, the patron will be charged the full replacement cost of the Thing.
 - c. Lost, damaged, or unusable Library of Things materials can only be replaced by the borrower's payment of the full replacement cost. The Library cannot accept replacement Thing in lieu of payment.
10. Replacement costs will be based on the actual cost the Library would incur to replace the Thing with a new one, regardless of whether the Library actually purchases a replacement.
11. Patrons are responsible for cleaning any Thing they borrow. The Library will provide cleaning instructions along with each Thing when it is borrowed.
12. The Library is not responsible for any liability, damages or expense resulting from use or misuse of borrowed materials, connection of any Thing to other electronic devices, or data loss resulting from use of any Thing. The Library is not responsible for downloaded content on any devices.
13. Holds can be placed on Library of Things materials through the Library of Things online catalog or by contacting the library via phone or email.
14. Because this is a lending program, Library staff are not available to provide instructions to patrons on the use of Library of Things materials. Detailed instructions will be provided with each item.

Library of Things Tier 2 Lending Agreement

- I have read the terms of the Montclair Public Library's Library of Things policy and agree to abide by all terms of the policy.
- I agree to be responsible for any Thing borrowed and will be liable for any loss of or damage to Tier 2 Things while such items are checked out to me or my minor child. I am aware that items loaned must be returned inside the Montclair Public Library at 50 S. Fullerton Ave. or 185 Bellevue Ave. in Montclair on or before the due date. I agree to pay the late fees per day listed in the policy for each Thing returned late and/or the repair or replacement cost of equipment damaged or lost, as listed on the Thing borrowed.
- I agree to return all materials in the same condition they were received with all accompanying components and instructions. I understand and agree I am responsible for cleaning items in accordance with cleaning instructions given for the Item.

Safety Precautions and Recommended Age Guidelines:

- Recommended age guidelines for Library of Things materials vary and are provided for each Library of Things item. Decisions about use and supervision for children under age 18 rest with the parent or guardian.
- Library of Things materials may contain electrical components which must be handled with care. Parents/guardians agree to read the included instructions and discuss safety precautions, as well as provide supervision, if necessary, when allowing minor children to use each Thing.

RELEASE and INDEMNIFICATION:

I hereby acknowledge that there is a risk of injury involved in the use of Library of Things materials. I certify that I am aware of such risks. With this knowledge and in consideration for the right to borrow Library of Things materials from the Montclair Public Library, I hereby release and discharge the Montclair Public Library, and its Trustees, employees, agents, and contractors (collectively, the "Library") as well as the Township of Montclair, its elected and appointed officials, employees, agents, and contractors (collectively, the "Township") from any and all suits, claims and demands for personal injuries, property damage or otherwise of every kind and character arising out of my or my child's use of Library of Things materials. I hereby agree to indemnify and hold the Library and the Township harmless from any loss or damages or costs, including but not limited to reasonable attorney's fees which it or they may sustain, in the event any claim, demand or litigation arises alleging any personal injuries, property damage and/or other damages sustained by any person or entity, arising out of or related to my use of Library of Things materials. I will obey the Library of Things materials safety precautions and recommended age guidelines as listed in writing for each item and will ensure the same for any children under age 18, who use any Library of Things materials.

I have read and agreed to the terms and conditions set out in the Montclair Public Library Library of Things Policy and this Library of Things Lending Agreement.

Age 17 or younger

Printed Parent or Guardian Name: _____

Signature of Parent or Guardian: _____

Parent/Guardian Phone Number : _____

Name of Minor: _____

Date: _____

Age 18 and older

Name (Please Print): _____

Phone Number: _____

Signature: _____

Date: _____

Library Use Only: ☐ Note added to patron record ☐ Filed in Permission Notebook at the Circulation Desk