

## LIBRARY OF THINGS LENDING GUIDELINES AND AGREEMENT

### Guidelines for Borrowing and Use

- Objects lent out by the Library through its Library of Things program (“Things”), may only be checked out from the Service Desk.
- A valid Sacramento Public Library card with current address and no outstanding fines above \$5.00 is required to borrow a Thing.
- A valid government issued ID with picture and current address must be presented. Library personnel will make a photocopy and retain with this agreement prior to Thing checkout. If the address on ID and account do not match, you will be asked to validate your account by bringing proof of address. Proof of address is valid up to a year.
- Borrowers must be 18 years old or older.
- Borrowers must read, understand, and sign this Agreement at the Service Desk in the presence of a library staff member every time (s)he checks out a Thing.
- 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 due to neglect or abuse.
- A list of the replacement costs of Things is maintained by the Library and is available upon request.
- The responsibility to protect against loss is the borrower’s.
- Sacramento Public Library is not responsible for the loss of any data while using this equipment.
- **WARNING: Penal Code 490.5(a) provides that upon conviction for petty theft involving a book or other library materials taken from a library facility, a person shall be punished by a mandatory fine of not less than \$50 and not more than one \$1,000 for each such violation; and may also be punished by imprisonment in the county jail, not exceeding six months, or both such fine and imprisonment.** Initial here:\_\_\_\_\_

### Time Limits and Availability

- A Thing may be borrowed for   1   week intervals, and may be renewed up to   6   times unless another borrower is waiting. Customers may borrow only   1   Thing at a time.

### Fines and Liability

- The overdue fine is \$   1   per day or portion thereof to a maximum of \$10.

### Proper Care and Use

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

## THING LENDING AGREEMENT

### I agree:

- To abide by Sacramento Public Library’s Library of Things Lending guidelines as stated above.
- To pay an overdue fine as stated above 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.

(“Library”), its respective successors, assigns, officers, agents, employees, and volunteer (hereafter referred to as “Releasees”) from any and all claims, actions or demands of any kind, nature and description, including claims or actions for damages for death, personal injury, or property damage and from any and all liabilities, damage, injuries, action or causes of action either at law or in equity, whether caused by any defect in the Thing, negligent act or omission of the Releasees, or otherwise arising out of or in any way related to or connected with my borrowing the Thing.

In consideration of being permitted to borrow the Thing, I hereby voluntarily waive, release, and discharge and covenant not to sue the Sacramento Public Library Authority

I have read the entire document and my signature below indicates my agreement with the above statements.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## LIBRARY OF THINGS SUPPLEMENTAL WAIVER

### Informed Consent Form For Equipment

In consideration of my use of the equipment lent out by the Sacramento Public Library Authority through its Library of Things program (“Equipment”), I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the Sacramento Public Library Authority (“Library”) and its employees, officers, and agents, from any loss, damage, or injury to persons or property arising from the Equipment, whether arising through the Library’s negligence or imposed by law. In no event shall the Library be liable to me for indirect, consequential or special damages, including without limitation lost use, revenue or profits.

I agree to indemnify and hold the Library and its employees, officers, and agents, harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorneys’ 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 Equipment.

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

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Print Name

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Date

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Signature