Reviewed and Approved: 07/21/2026

INDIAN RIVER AREA LIBRARY

Library of Things Policy

1. STATEMENT of PURPOSE

   The *Indian River Area Library's* (IRAL) "Library of Things" is a collection of non-traditional Library items (herein referred to as a Thing or Things) that complement the Library's mission of providing dynamic resources and innovative services to stimulate intellectual curiosity, facilitate lifelong learning, promote literacy, and nurture personal enrichment.

2. GUIDELINES for BORROWING and USE

   A. A valid *Indian River Area Library* card in good standing (not expired and fines under $5) is required to borrow a Thing. **Borrowers must be 18 years or older.**
   B. A valid Government-issued ID with picture and current address must be presented at checkout. The address on the ID and in the Library records must match.
   C. Things must be returned to a staff member at the Circulation Desk. If the Thing is returned in the book drop box, or left somewhere inside or outside the Library, a $20 fine will be added to the patron's account.
   D. Borrowers must understand and sign this agreement in the presence of a staff member.
   E. If circumstances warrant, the Library reserves the right to refuse a borrower the use of items from the Library of Things or to discontinue borrowing privileges for items in the Library of Things collection.

3. LENDING PERIODS

   A. A Thing may be borrowed for 1 week, depending on the item.
   B. Things may be renewed 1 time, for 1 week, unless another patron has the item reserved.
   C. A patron may check out up to 3 Things at a time.

4. FINES and LIABILITY

   A. The overdue fine for a Thing is $5 per day, up to the cost of replacement of the item. If an item is more than 30 days overdue, it is considered lost or converted to your own use and you will receive a bill to cover the replacement cost, as well as a $5 processing fee. Fines cannot be forgiven for Things (e.g., through Read Away Fines program or Fine Forgiveness days).
   B. The Borrower is solely responsible for the Thing and will be billed for any repair or replacement cost associated with damage or loss of Thing and/or any parts as a result of the damage while checked out. Fees for damage or loss may be incurred for up to one week after the item is checked in.
   C. A list of replacement costs of a Thing is maintained at the *Indian River Area Library* and may be viewed upon request.

D. It is the Borrower's responsibility to protect the Thing against loss, theft, or damage.
E. The *Indian River Area Library* is not responsible for any harm that occurs to any person or animal as a result of misuse of a Thing. The Library assumes that the Thing will be used legally and carefully.
F. The *Indian River Area Library* is not responsible for any loss of data incurred while the Thing is checked out.

5. CARE and OPERATION

A. The Thing may be only be used in compliance with the Thing's directions, manufacturer's guidelines, and IRAL policies.
B. Borrowers should not make any modifications, alterations, or repairs to a Thing.
C. Things must be returned in the same condition as when loaned (e.g., pieces in the correct cases, protective caps covering fragile lens, instructions pamphlets kept with the Thing, etc.) excluding normal wear and tear.
D. The Library is providing the Thing "as is" and is not responsible for any defects in any borrowed Library of Things items.
E. If any borrowed Thing becomes unsafe or in a state of disrepair, the patron must immediately discontinue use of the Thing and notify the Library of the issue upon returning the Thing.

INDIAN RIVER AREA LIBRARY
LENDING GUIDELINES AND AGREEMENT
LIBRARY OF THINGS

Lending Agreement

- To abide by all *Indian River Area Library*'s lending guidelines as stated above.
- To pay all fines stated above.
- To pay entire replacement costs or repairs should the Thing be damaged, lost, or not returned. Do not purchase any replacements yourself.
- Michigan Penal Code, Act 328 of 1931, MCL 750.362 and 362a, provide that any person who converts for their own use or fails to return rented tangible Library property shall be guilty of larceny, and be prosecuted for a misdemeanor. **Initial here _____**

In being permitted to borrow the Thing I hereby voluntarily waive, release, and discharge and covenant not to sue the *Indian River Area Library*, its respective successors, officers, agents, employees, and volunteers (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 connected with my borrowing the Thing. This is a legally binding Release,

Waiver, Discharge, and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releaser, on my behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns.

_____

Print Name

_____

Library Card #

_____

Signature

_____

Date

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