

SDL Library of Things Policy

Library of Things Collection Development and Item Selection Policies

The Library of Things (LOTs) consists of a variety of non-traditional library objects, referred to as a Thing or Thing(s), which may be purchased with SDL funds or acquired by donation. The selection, evaluation, deselection and disposal of all Things will use the same criteria identified in SDL's Collection Development and Material Selection Policies. Requests for reconsideration of Things will be processed using the same procedure as SDL's Reconsideration of a Library Material Policy.

Donations of Things *may* be gratefully accepted subject to the same selection, evaluation and disposal policies as Things acquired by purchase. Additionally, some items may not be accepted due to limited storage space, the cost of maintenance, condition of the object and/or the staff time necessary to evaluate, test and maintain each Thing. All donations become the sole property of SDL.

Circulation Policy

1. Library of Things items may only be checked out at SDL's Bark Shanty Branch located in Room #1 of the Bark Shanty Community Center: 135 Church Street, Port Sanilac
2. Items are required to be returned to the custody of an SDL employee at the SDL Bark Shanty Branch located in Room #1.
 - Do **NOT** return Things to SDL's main facility or book drop.
 - Do **NOT** return Things to any location inside or outside the Bark Shanty Community Center *except* SDL's Branch Library in Room #1.
 - A \$20 fee will be charged if Things are returned to any other location.
3. A Thing consists of the contents listed on its label.
4. SDL will make every effort to ensure that Things with many pieces, such as puzzles, are complete.
5. Things must be returned with all parts and components in the original container. A Thing will not be considered as returned until all parts are returned.
6. Library staff will inspect Things along with the patron prior to borrowing and again upon return to verify that everything is included.
7. In compliance with the Library Privacy Act (Act 455 of 1982) only authorized users, parents or legal guardians will be provided detailed information on any library account.

Borrowing Requirements

1. A valid SDL library card with no outstanding fines is required to borrow a Thing.
2. A valid government issued ID with picture and current address must also be presented at checkout. The address in SDL records must match the address on the ID.
3. Borrowing items from the Library of Things is limited to residents of SDL's service area.
4. Borrowers must sign the Library of Things Agreement Form in the presence of library staff every time an item is borrowed from the Library of Things.
5. A signed Liability Waiver is also required to borrow Special Things.

Borrowing Restrictions

1. Things are not eligible for Interlibrary Loan to other libraries due to the nature of the items contained in the LOTs,
2. Some Things may be limited to in-library use only or have other restrictions.
3. SDL reserves the right to take a Thing out of circulation to use for library purposes or for repair.
4. Unlawful use of a Thing will result in the loss of privileges.

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Special Things

Items that are fragile, expensive and/or designed for use by individuals of a certain maturity level will be designated as a Special Thing. Example: Items that exceed \$100 in value or items considered to be dangerous for use by children, such as power tools. SDL, in its sole discretion, will determine which items are designated as a Special Thing.

Special Things Borrowing Requirements

1. Special Things may only be checked out to:
 - Persons 18 years of age and older
 - A minor under the age of 18 with a parent or legal guardian's signature.
2. A signed Liability Waiver.
3. New cardholders must have established a SDL borrowing history of three (3) months with at least eight (8) check outs and returns to be eligible to borrow Special Things.

Loan Periods & Limits

1. A Thing may be borrowed for seven (7) days.
2. A Thing may be renewed one time for an additional seven (7) days, unless it is reserved for another patron.
3. A Thing may not be checked out by the same patron or a member of the same household for one month after the initial check-out and renewal period.
4. Patrons may only check-out one Thing at a time.
5. Borrowers may reserve a Thing in advance and will be notified when the Thing becomes available.

Overdue Things

Michigan Penal Code, Act 328 of 1931, MCL 750.362 and 362a, provides 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.

1. A Thing is considered to be overdue if it has not been renewed or returned by closing time on the due date.
2. The extended borrowing fee for a Thing is one dollar (\$1) per day and five dollars (\$5) per day for Special Things. The daily fine begins after SDL closes on the date the Thing is due and will accumulate every calendar day until the item is returned.
3. The maximum fine will equal the replacement cost of the Thing as determined by SDL.
4. There is no grace period for a Thing.
5. If any SDL library material or Thing is seven (7) calendar days overdue, the borrower will be blocked from placing holds, renewing and checking out any more items until the Thing is returned and fines are paid.
6. If a Thing is thirty (30) calendar days overdue, it is considered lost or converted to the borrower's own use and the borrower will receive a bill for the replacement cost, the overdue fine and a five dollar (\$5) processing fee.
7. If a Thing is returned in excellent condition within fourteen (14) days after the bill is sent, the replacement cost and processing fee will be removed from the borrower's record. However, the borrower is still responsible for all overdue fines.
8. If a borrower returns Things late more than three (3) times, they will be unable to check out any more Things for a period of three (3) months.

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Care and Operation of Things

1. Things may only be used and operated in compliance with the manufacturer's guidelines.
2. Borrowers are responsible for researching, reading and abiding by all manufacturer's recommendations, warnings, care & safety precautions, instructions for use, SDL policies and all state and federal laws governing the use of that item.
3. The borrower is responsible for the expense of materials/supplies required for the use of a Thing. Example: vinyl sheets for a Cricut machine.
4. The borrower shall not make any modifications, repairs or alterations to the Thing.
5. Things must be returned in the same condition as when borrowed.
6. SDL recommends that borrowers wash food related items such as cake pans and small kitchen appliances *before* use. SDL does not have the facilities to safely wash, rinse, and sanitize food related items to ensure food safety between checkouts.
7. All Things must be returned clean. Any Thing that must be cleaned by staff will result in a twenty dollar (\$20) fine or the prevention of borrowing additional Things.

Responsibility & Liability

1. SDL makes no guarantee, representation or warranty as to the fitness for use or condition of Things. Sanilac District Library is providing the Thing "as is" and is not responsible for:
 - a. Any manufacturing defects in any Thing.
 - b. The loss of data while using a Thing.
 - c. Any consequences caused by the borrower's actions while using the Thing.
 - d. Any liability, damages or expenses resulting from the use of a Thing.
2. The borrower is responsible for any damage to a Thing while in their possession and will be billed for the repair or replacement cost associated with the damage or loss of a Thing and/or accessories. This includes damages due to heat or cold weather exposure. SDL has sole discretion in making these decisions. The replacement cost is provided for each Thing on its label.
3. Fees for replacement costs and/or the repair of damaged or missing pieces will be applied to the patron's library account. In case of damage or loss, borrowers agree to pay the repair or replacement cost of the item as well as a five (\$5) processing fee.
4. Responsibility for a child's use of library materials including Things, regardless of cost, format or content, lies with the parent or guardian.
5. By borrowing and initiating use of a Thing, the patron agrees to abide by SDL's policies and rules.
6. The borrower, the parent/guardian of a borrower less than eighteen (18) years old or third parties shall hold harmless and release Sanilac District Library, its officers, agents, employees and volunteers from and for any and all liability, claims, demands, actions or rights of action, including but not limited to claims of injury, wrongful death, property damage, stolen or lost property, which are related in any way to or are in any way connected with borrowing or use of the Thing whether caused by any defect in the Thing, negligent acts or omissions of the Library, its officers, agents, employees and volunteers, or otherwise arising out of or in any way related to or connected with borrowing or use of the Thing.
7. If any borrowed Thing becomes unsafe or in a state of disrepair, the patron must immediately discontinue use of the item and notify the Library of the problem upon returning the Thing.

Violations and Appeals

1. Violations: The Library Director or designee may refuse to lend any Thing if a borrower has violated this Policy, including losing or damaging any Thing, or any term of the Borrower's agreement. SDL shall provide written notification to the borrower.
2. Appeal: The Borrower may appeal the decision following the procedures outlined in SDL's Grievance Policy.

Adopted 2-18-2025

SDL Library of Things Policy
Library of Things Lending Agreement Form

By borrowing and initiating use of a Thing, I agree to abide by SDL's policies and rules and agree to hold SDL and its agents harmless from any and all claims, losses, damages, obligations, or liabilities, directly or indirectly, relating to the use of the Library's item.

- ☐ I understand and agree to abide by SDL's Library of Things Lending Policy.
- ☐ I have read the full Library of Things Policy.
- ☐ I am responsible for damage, loss, or theft of the Thing once it is checked out to me.
- ☐ I am responsible for the use of the Thing and hold Sanilac District Library harmless from any and all claims relating to such use.
- ☐ The Thing must be returned in the same condition as it was when checked-out to me.
- ☐ The loan period for the item is seven (7) calendar days.
- ☐ Overdue fines will accrue at \$1 per calendar day.
- ☐ The item will be considered lost and the full replacement cost will be charged to my Library Account if the Thing is 1 month overdue.
- ☐ I understand that the replacement cost of this Thing is \$_____.
- ☐ I am responsible for the replacement cost for lost/damaged parts or accessories.
- ☐ **The Thing must be returned directly to a Library staff member at SDL's Bark Shanty Library Branch located in Room #1.** *Things returned to any other location will result in a \$20 fine and/or the cost of repair/replacement of the Thing, whichever is greater.*

Print Name: _____ **Patron Signature:** _____

Item Borrowed: _____

Due Date: _____ **Replacement Cost of Thing: \$** _____

At checkout, contents of Thing were verified together: _____
Patron Initials Staff Initials

Upon return, contents of Thing were verified together: _____
Patron Initials Staff Initials

Staff use only

_____ Checked library card **and** driver's license/photo identification.

_____ Confirmed current address and phone number.

_____ Reviewed policy and due date.

_____ Verified with the patron that the Thing includes all contents listed on the label. Staff Signature: _____

SDL Library of Things Policy
Special Things Loan Agreement & Liability Waiver

In being permitted to borrow the Special Thing, I hereby hold harmless and voluntarily waive, release, and discharge and covenant not to sue the Sanilac District Library and the Village of Port Sanilac, its successors, assignees, officers, agents, employees and volunteers (the "Releasees") for any and all claims, actions or demands of any kind, nature and description, including claims or actions for damages of death, personal injury, property damage and loss of data, and from any and all liabilities, damage, injuries, actions 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 or use of the Thing. This is a legally binding release, waiver, discharge and covenant not to sue, made voluntarily by me, the undersigned releaser, on my own behalf, and on my behalf of my heirs, executors, administrators, legal representatives and assigns.

- ☐ I have read the Library of Things Borrowing Policy, waiver and the statement above and agree to abide by these conditions of use when checking out a Special Thing.
- ☐ I am responsible for the use of the Special Thing and hold Sanilac District Library harmless from any and all claims relating to such use.
- ☐ I agree to pay all costs (including full replacement) associated with damage to, loss or theft of the Special Thing and/or accessories while it is checked out to me.
- ☐ The Special Thing must be returned in the same condition as it was when checked out.
- ☐ The loan period for the item is seven (7) calendar days.
- ☐ Overdue fines will accrue at **\$5** per calendar day.
- ☐ The Special Thing will be considered lost and the full replacement cost will be charged to my Library Account if the Special Thing is 1 month overdue.
- ☐ I understand that the replacement cost of this Special Thing is \$_____.
- ☐ **The Special Thing must be returned directly to a Library staff member at SDL's Bark Shanty Library Branch located in Room #1. Things returned to any other location will result in a \$20 fine and/or the cost of repair/replacement of the Thing, whichever is greater.**

Print Name: _____ **Patron Signature:** _____

Employee Signature as witness: _____

Item Borrowed: _____

Due Date: _____ **Replacement Cost of Thing: \$** _____

At checkout, contents of Thing were verified together: _____
Patron Initials Staff Initials

Upon return, contents of Thing were verified together: _____
Patron Initials Staff Initials

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**Staff use only. Please initial to confirm that:**  
\_\_\_\_ Checked library card **and** driver's license/photo identification.  
\_\_\_\_ Confirmed current address and phone number. \_\_\_\_\_ Reviewed policy and due date.  
\_\_\_\_ Verified with the patron that the Special Thing includes all contents listed on the label.