



## **Lending Lab Policy**

### **Guidelines for Borrowing and Use**

- A valid, full-service Dearborn Public Library card is needed to use the LendingLab. The card must be in good standing (active, no outstanding fees over \$10.00.)
- A signed Waiver and Acknowledgement of all LendingLab policies must be on file before checking out LendingLab Things. For library patrons under 18 years old, this Waiver and Acknowledgement must be signed by the parent or guardian.
- LendingLab Things must be checked out at a Service Desk, not self-checkout.
- Most LendingLab Things MUST be returned directly to a Service Desk at the library checked out from, not to other Branches, and not in drop boxes.
- Things will not be sent through delivery.
- Things may not be renewed.
- Things have Late Fees of \$2/day.

### **Reservations of Things**

- Reservations for Things need to be placed in the LendingKey.
- There is a limit of 1 reservation at a time on a Thing.

### **Fines and Liability**

- If the Thing is more than 45 days overdue, it is considered lost or converted to a patron's own use and the patron will receive a bill to cover the replacement cost. If a billed item is returned in good condition within 6 months, the fees will be removed from the patron's account.
- Michigan Penal Code, Act 328 of 1931, MCL 750.362 and 362 a, and Dearborn Code of Ordinances Sec. 14-105, provides that any person who converts for their own use or fails to return tangible library property shall be guilty of larceny, and be prosecuted for a misdemeanor.
- The library patron is solely responsible for the Thing and will be billed for the repair or replacement cost associated with any damage or loss of a Thing and/or accessories. Patron must cease using the Thing immediately and notify the Library if the Patron has any concerns about the safety or working condition of a Thing.
- Patrons are responsible for the safe and undamaged return of all containers, cases, etc. of LendingLab Things. Damage to containers, cases, etc may result in fees being placed on a patron's account.
- If a Thing is not returned clean, a patron may be charged a \$10 Cleaning Fee.
- A Thing may only be used and operated in compliance with the Library's policies and manufacturer's guidelines.



- The Dearborn Public Library is not responsible for the loss of data, manufacturing defects in quality or workmanship or materials inherent in any borrowed Thing, or any damage caused while using a Thing.
- The Dearborn Public Library is not responsible for any personal injury incurred through the use of a Thing.

### **Violations and Appeals**

- The Library Director or designee may refuse to lend any of the Things if a patron has violated the Policy, including losing or damaging any component of a loaned item.
- The patron may appeal the Library Director or designee's decision to the Library Commission by filing a written appeal with the Library Commission Chair within 10 business days of the notice or refusal.



### **INDEMNIFICATION AND WAIVER OF LIABILITY:**

1. In consideration for permission to participate in the Lending Lab program, and to use Lending Lab Things, I agree to release and forever discharge the Dearborn Public Library, the City of Dearborn, a municipal corporation, and the Library's and City's officers, agents, departments, elected and appointed officials, volunteers, and commissioners, from any and all claims, liabilities, and/or lawsuits, including legal costs and attorney fees, resulting from my access, participation in, or use of the LendingLab Things.
2. In consideration for permission to participate in the Lending Lab program, and to use LendingLab Things, I shall indemnify and hold harmless the Dearborn Public Library, the City of Dearborn, a municipal corporation, and the Library's and City's officers, agents, departments, elected and appointed officials, volunteers, and commissioners from any and all claims, liabilities, losses, and/or lawsuits, including legal fees, resulting from or in any way related to participation in the LendingLab Program or the use of LendingLab Things and equipment belonging to the Dearborn Public Library. I intend for this agreement to be binding on me, my heirs, personal representatives, next of kin, spouse, and assigns.
3. I waive all rights of subrogation or recourse against the Dearborn Public Library with respect to the use by the Patron of LendingLab Things or equipment.
4. I have read this agreement, fully understand its contents and risks, and have signed it of my own free will. I have also read and understand the Policies of the Dearborn Public Library's LendingLab. I will abide by all policies, including taking responsibility for all replacement, repair, or cleaning fees of LendingLab Things and equipment.

### **AUTHORIZATION & PERSONAL INFORMATION**

Name of Patron (please print) \_\_\_\_\_

Dearborn Public Library Card #: \_\_\_\_\_

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

**IF THE PATRON IS A MINOR: Please fill out the back of this form.**



**IF THE PATRON IS A MINOR:**

I attest that I am the parent/legal guardian of the minor patron named above and hereby give my permission for said minor to participate in The Lending Lab program and to rent/borrow Lending Lab Things. I am aware that this agreement is legally binding and that the minor patron is releasing all legal rights on behalf of the minor and the minor's heirs, personal representatives, next of kin, and assigns. In consideration for the minor to participate in the Lending Lab program and to use Lending Lab Things, I agree to release and forever discharge the Dearborn Public Library, the City of Dearborn, a municipal corporation, and the Library's and City's officers, agents, departments, elected and appointed officials, volunteers, and commissioners, from any and all claims, liabilities, losses, and/or lawsuits, including legal costs and attorney fees, resulting from the minor's access, participation in, or use of the Lending Lab Things.

Name of Minor Patron's Parent or Guardian (please print) \_\_\_\_\_

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