

Welcome to MPL's Library of Things!

MPL has expanded its collection beyond the traditional realm of books and media. The Library of Things (LOT) collection seeks to serve MPL patrons' varied interests and includes board games, binoculars, a/v equipment, gardening tools, and more! Additional items will be added frequently, so keep an eye out.

Attached is a list of items currently in the collection and a detailed agreement developed to ensure that the LOT items MPL lends out are well cared for, used safely, and promptly returned for others' use.

Library staff are happy to answer any questions you may have as you read it. In the simplest view, the agreement makes it clear that patrons are welcome to use the LOT, but there are limits on how many items you can take and for how long. Additionally, MPL provides items in good condition to use at your own risk, and these things must be returned in good order. The library may change these conditions over time at our discretion and may limit future use of individuals or families who don't adhere to the guidelines.

If you have feedback about additional items that you would like to see in either the Montague Center or Carnegie Library of Things, please don't hesitate to tell a staff member or email library director, Caitlin Kelley, directly at librarydirector@montague-ma.gov.

MPL Library of Things

Borrowing Agreement and Liability Release Form

OVERVIEW

The Library of Things is a collection of items, including games, tools, A/V equipment, and outdoor equipment, which are available to borrow from the Montague Public Libraries at both the Carnegie Library and the Montague Center Branch. All items in the Library of Things (LOT) collection are the property of the Montague Public Libraries (MPL).

In order to borrow items from the Library of Things, the borrower must first read and sign this LOT Borrower's Agreement. Once the borrower has signed the Agreement, they will be considered "registered" with the Library of Things, and will not have to complete the form again.

Borrowers can check out items from the Carnegie or Montague Center Library of Things for a period of seven (7) days, with the possibility of one renewal. A maximum of three (3) items may be borrowed at any one time.

Items must be returned inside the library to the circulation desk in clean, good working condition.

Responsibility for the safe-keeping of the item while borrowed rests solely with the borrower.

REQUIREMENTS

- A valid Montague or Central and Western Massachusetts Resource Sharing consortium (C/W Mars) library card with no lost items or outstanding fines from other libraries
- A signed copy of this agreement

ELIGIBILITY

1. Library cardholders whose accounts are current and in good standing, and who are at least 18 years old may borrow items on their own.
2. Library cardholders under age 18 must have a parent co-sign the Borrower's Agreement in person.
3. Items are NOT available for loan between C/W Mars consortium libraries, or for Interlibrary Loan outside the Consortium.

BORROWING AND RETURNING ITEMS

4. Items may be borrowed for up to seven (7) days, with one renewal possible.
5. A maximum of three (3) items may be borrowed at one time.
6. MPL staff will inspect items prior to borrowing and again upon return. Items will be clean and in working order at the time of lending and must be returned in the same condition.
7. Borrowers must return items with all parts and components in their original library packages to the Carnegie or Montague Center circulation desk.
8. Items must be returned during the library's regular hours of operation. Items may NOT be placed in the book drop or returned to any other C/W Mars Library.
9. If a borrower fails to return an item on or before the due date (or returns an item in an unsatisfactory condition) more than once, the borrower will lose their Library of Things borrowing privileges for up to 24 months from the due date of the last item they borrowed. This ban does not apply to the borrower's ability to check out other regular library items such as books, CDs, DVDs, etc.
10. All items borrowed from the library remain the property of the Montague Public Libraries, which reserves the right to take any and all appropriate and lawful measures to retrieve unreturned items and to secure payment of unpaid fees, including but not limited to item replacement costs.
11. The borrower is solely responsible for any loss or damage to an item while in their possession. The borrower will be billed for repair or replacement costs associated with damage or loss of items due to neglect or abuse. The MPL has sole discretion in making these decisions.
12. Borrowing an item indicates the borrower's acceptance of their obligation to pay the replacement cost if the item is lost or damaged. A list of replacement costs for each item in the Library of Things will accompany this agreement and will be regularly updated. Updated lists are available at the circulation desk.
13. MPL staff may limit the number of repeat loans of a specific item to one household in the interest of ensuring fair access for all library patrons.
14. MPL staff may take an item out of circulation temporarily to support a library program or for repair or maintenance.

SAFE AND PROPER USE

15. All items lent by the MPL Library of Things are the property of the Montague Public Libraries. Only the borrower is authorized to use the items. The borrower may not lend LOT items to others while the items are checked out on their card.
16. By taking possession of any item from the MPL's Library of Things, the borrower certifies that they are capable of using that item in a safe and proper manner and will use the item in a safe and proper manner.

17. All items are loaned as is. Borrowers agree not to remove safety features from any items. Borrowers further agree to clean and properly maintain items during the borrowing period.

18. If any borrowed item becomes or appears to be unsafe, damaged or in disrepair, the borrower must immediately discontinue use of the item, promptly notify the MPL staff, and return the item to the MPL without further use of any kind.

19. If any injury occurs to the borrower or to anyone else in the course of using the item, the borrower will immediately discontinue use of the item, return it to the MPL and notify the MPL staff of the injury immediately.

LIABILITY

20. The MPL is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any item borrowed from the Library of Things.

21. The MPL is not responsible for any injury, loss, or damage that may occur from use of an item.

22. The MPL does not offer any warranties or guarantees as to the condition or safety of any item. By signing this Borrower's Agreement, THE BORROWER ASSUMES ALL RISKS, BOTH KNOWN AND UNKNOWN, FOR ANY HARM OR INJURY THAT MAY RESULT FROM USE OR OPERATION OF ANY BORROWED ITEM.

23. Borrowers are subject to the provisions of this Borrowing Agreement. Failure to abide by the rules set forth in this agreement may result, at the sole discretion of the Library, in suspension or revocation of a borrower's MPL Library of Things borrowing privileges and/or legal action.

24. The Library may, at its sole discretion, modify the terms of this borrowing policy. All borrowers will be subject to any such policy modifications.

25. The MPL Library of Things Borrower's Agreement are governed by the laws of the [Commonwealth](#) of Massachusetts. If any provision of this policy is held invalid or unenforceable, all remaining provisions will remain in full force and effect. Any provision headings are intended for legibility and convenience only and not for legal construction.

I hereby acknowledge and agree to the guidelines listed above for the borrowing and proper use of items borrowed from MPL's Library of Things.

I ASSUME FULL RESPONSIBILITY FOR THE USE OR OPERATION OF ANY ITEM I BORROW FROM THE MPL LIBRARY OF THINGS, AND I KNOWINGLY AND FREELY ASSUME ALL RISKS AND LIABILITIES, BOTH KNOWN AND UNKNOWN, FOR ANY HARM OR INJURY THAT MAY RESULT FROM USE OR OPERATION, BY ANY PERSON IN ANY WAY, OF ANY ITEM I BORROW FROM THE MPL LIBRARY OF THINGS.

Signed: _____

Print Name: _____

Date: _____

For Borrowers Under the Age of 18:

I hereby acknowledge and agree to the guidelines listed above for the borrowing and proper use of items borrowed from MPL's Library of Things.

I ASSUME FULL RESPONSIBILITY FOR THE USE OR OPERATION OF ANY ITEM I BORROW FROM THE MPL LIBRARY OF THINGS, AND I KNOWINGLY AND FREELY ASSUME ALL RISKS AND LIABILITIES, BOTH KNOWN AND UNKNOWN, FOR ANY HARM OR INJURY THAT MAY RESULT FROM USE OR OPERATION, BY ANY PERSON IN ANY WAY, OF ANY ITEM I BORROW FROM THE MPL LIBRARY OF THINGS.

Signed: _____

Print Name: _____

Signature of Parent/Guardian: _____

Date: _____