



GOLETA & SANTA YNEZ VALLEY LIBRARIES
Library of Things
Borrower's Agreement and
Use Policy

The purpose of this Borrower's Agreement and Use Policy (the "Agreement") is to allow patrons of the Goleta and Santa Ynez Valley Libraries (the "Library") to borrow 3-dimensional things (the "Thing(s)") from the Library.

Description of Thing(s) Borrowed: _____

In borrowing the Thing(s) described above, the Patron agrees to borrow the Thing(s) subject to the conditions below:

1. Patrons must be age 18 or over to borrow items from the Goleta and Santa Ynez Valley Libraries' Library of Things ("Library of Things").
2. By taking possession of any item, the Patron is certifying that they are capable of using that item in a safe and proper manner.
3. All Things borrowed are to be returned to the same Library from which those items were borrowed by close of business on their due date. Items may be returned only during the same Library's open hours and may not be returned in the book drop.
4. All Things have a lending period of 21 days.
5. Things not returned shall be deemed severely delinquent if not returned 4 weeks from the due date. The Patron will be held responsible for the full replacement cost of the Thing(s) borrowed.
6. Things may be reserved by Goleta and Santa Ynez Valley Libraries patrons in advance using the Library's online catalog. Patrons will be notified when reserved items become available and have 10 days to pick them up.
7. Patrons may request to renew the check-out period of items. If the renewal request is granted by the Library, the item may be returned on the return date provided in the renewal without incurring late fees.
8. The Patron agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed Things and is not responsible for any other defective conditions of the borrowed items.
9. The Patron agrees the Library is not responsible for any loss of data or other loss while using the item.
10. The Patron agrees to use the Thing for its intended purpose.
11. The Patron agrees that if any borrowed Thing becomes unsafe or in a state of disrepair, the Patron must immediately discontinue its use and notify the Library of the issue upon return. The Patron shall be liable for all damages resulting from Patron's knowing use of an item which is unsafe or in a state of disrepair.
12. The Patron agrees to report any damage to the Library immediately. The Patron also agrees to pay for the loss or damage to any Thing and further agrees to accept the Library's assessment of the condition of items and to further agree to the Library's assessment of fair restitution for damage, soiled condition, delinquency in returning the Thing, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item. However, Patron is not responsible for costs of normal wear and tear.

13. The Library reserves the right to refuse the loan of any Thing at its discretion.

I state that I have read and fully understand the Agreement, and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me. In consideration of being permitted to borrow the item(s), I hereby voluntarily waive, release, and discharge and hold harmless the Goleta Valley Library, its respective successors, assigns, 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 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 item.

I have read and recognize that by signing this form, I am relinquishing any and all claims against the Goleta and Santa Ynez Valley Libraries.

Signature of Patron _____ Date _____

Name of Patron (print) _____