



BERKSHIRE ATHENAEUM

1 WENDELL AVENUE • PITTSFIELD, MA 01201-6385

Pittsfield's Public Library Since 1872

LIBRARY OF THINGS POLICY & PROCEDURES

1. **INTRODUCTION:** The Berkshire Athenaeum, Pittsfield's Public Library, works to be responsive to patron needs and interests. In recent years the notion of a sharing economy has inspired public libraries across the county to develop nontraditional collections of items for community access. Both economic austerity and aspiration to a minimalist lifestyle bring individuals to question the need for personal ownership of items infrequently used. A public Library of Things (LoT) provides access to these items – or “Things” – similar to the way libraries have traditionally offered access to print and recorded materials.

2. **DESCRIPTION:**

Things are considered and acquired in a variety of areas:

Art & Craft	Kitchen	Party Supplies
Assistive Technology	Making	Science
Health	Musical Instruments	Toys & Games
Home Improvement	Outdoor Recreation	Yard & Garden

Things may be located in the Children's Library or as part of the Adult services area based on the intended use and safety requirements of the Thing.

3. **BORROWING REQUIREMENTS AND PROCESS:**

- 3.1. Patrons may borrow a Thing by presenting their full serve CW MARS library cards. Only library cardholders whose accounts are current and in good standing may check out a Thing.
- 3.2. Things are intended for check out and take home use. Those who check out Things must abide by all requirements of the Athenaeum's Borrowing Policy.
- 3.3. Things will be lent for one week.
- 3.4. Library staff will ensure that all parts and accessories are lent with and returned with Things.
- 3.5. Things will not be shared via delivery with other libraries. All Things are borrowed from and returned directly to the Berkshire Athenaeum.
- 3.6. Many Things are eligible for borrowing only by those 18 years or older due to safety concerns.
- 3.7. The Athenaeum reserves the right to take a Thing out of circulation temporarily to support a library program or for repair or maintenance.
- 3.8. Library staff may limit the number of repeat loans of a specific Thing to one household in the interest of ensuring fair access for all library patrons.

4. SELECTION CRITERIA:

4.1. The LoT selector will choose Things based on the needs of patrons in the Pittsfield area. The LoT is not intended to be comprehensive. The selector will consider questions such as:

- Is access to this Thing supported by the library's strategic plan?
- Have patrons been asking for this Thing?
- Can patrons find this Thing elsewhere?
- Is this a seasonal Thing?
- Does the Athenaeum have the resources, (time, money and expertise) to purchase and maintain the Thing, including time and funds for replacement parts, maintenance tasks, and repairing wear and tear?
- What is the lifespan of this Thing? Is the nature of the Thing such that normal wear and tear will render it undesirable, compromised or useless in a short time?
- Is the Thing anticipated to have ongoing costs? Are there consumables necessary for the Thing to be used? If so, can the library afford to stock and restock the consumables or is it reasonable to expect patrons will provide?
- Does the Athenaeum have space to store and display the Thing?

4.2. The LoT Selector will set aside a portion of the Thing budget for replacement parts and repairs.

4.3. Things and their carrying cases or containers will be marked that they must be returned to the Berkshire Athenaeum.

4.4. The LoT Selector will retire Things from the LoT based on condition, lagging interest, obsolescence, acquisition or intended acquisition of a newer Thing.

4.5. Requests for Purchase: Provisions of the Athenaeum's REQUEST FOR PURCHASE process apply.

4.6. Donations: When determining whether to accept the gift of a Thing, the Athenaeum's GIFT POLICY will be applied.

5. LIABILITY

5.1. Not all Things are suitable or safe for all patrons. Responsibility for a child's use of a Thing rests with the parent or guardian.

5.2. Patrons borrowing Things will be required to sign a LIBRARY OF THINGS LENDING GUIDELINES AGREEMENT and a LIBRARY OF THINGS SUPPLEMENTAL WAIVER, waiving the library's liability for injuries sustained while using the Thing.

6. ORDERS AND PROCESSING:

While the LoT Selector is encouraged to read and observe widely for ideas about available Things, the initial submission of Thing orders will be to established Athenaeum vendors and contracts.

The LoT Selector will abide by the Athenaeum ordering schedule for the current fiscal year and submit each order with complete Thing information, including price, quantity, incidentals such as color or size, and a link to the online identification source.

Some Things may be located in various public service departments. Requests for replacement Things, parts, and supplies will be submitted to the LoT Selector, who is responsible for submitting orders.

LIBRARY OF THINGS LENDING GUIDELINES AND AGREEMENT

Guidelines for Borrowing and Use

- A valid CWMARS library card with current address and no outstanding fines above \$10 is required to borrow a Thing.
- Borrowers must be 18 years old or older.
- Borrowers must read, understand, and sign this Agreement at the Reference Desk in the presence of a library staff member every time (s)he checks out a Thing.
- The borrower is solely responsible for the Thing and will be billed for reasonable repair or replacement costs associated with damage or loss of Things and/or peripherals due to neglect or abuse
- A list of the replacement costs of Things is maintained by the Library and is available upon request.
- The responsibility to protect against loss is the borrower's.

Time Limits and Availability

- A Thing may be borrowed for 1 week intervals and may be renewed 1 time.

Fines and Liability

- The overdue fine is \$1 per day or portion thereof to a maximum of \$10.

Proper Care and Use

- Use care when handling Things.
- Return the Thing in clean and good condition, with all parts and components.

THING LENDING AGREEMENT

I agree:

- To abide by Berkshire Athenaeum's Library of Things guidelines as stated above
- To pay an overdue fine as stated above if the Thing is returned late
- To pay full repair and/or replacement costs should the Guidelines for Borrowing and Use Thing be stolen, lost, not returned, or damaged.

Initial

Date

LIBRARY OF THINGS SUPPLEMENTAL WAIVER

Informed Consent Form for Equipment

In consideration of my use of the equipment lent out by the Berkshire Athenaeum, Pittsfield's Public Library, through its Library of Things program ("Equipment"), I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the Berkshire Athenaeum and its Trustees and staff, the City of Pittsfield and its employees, officers, and agents, from any loss, damage, or injury to persons or property arising from the Equipment, whether arising through the Library's negligence or imposed by law. In no event shall those parties be liable to me for indirect, consequential or special damages, including without limitation lost use, revenue or profits.

I agree to indemnify and hold the the Berkshire Athenaeum and its Trustees and staff, the City of Pittsfield and its employees, officers, and agents harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorneys' fees, for all injuries or death of any person, or damage to any property occurring or arising from or connected with, directly or indirectly, my possession, use, and return of the Equipment.

No warranties, expressed or implied, including without limitation: suitability, durability, fitness for a particular purpose, condition, or quality have been made by Library, directly or indirectly in connection with the Equipment. I am borrowing the Equipment "as is." I acknowledge that I have examined the Equipment and that its condition is acceptable. I agree to surrender the Equipment to the Library in as good order and condition as when received, except for reasonable wear and tear resulting from proper use, and if returned unclean, I may be charged a reasonable cleaning fee. I agree to keep and maintain the Equipment in good condition, use it in a careful and proper manner and comply with all applicable laws and regulations.

I understand that the Library does not provide supervision or instruction for the use of the Equipment. I understand and acknowledge that the use of some Equipment may involve risk of serious injury, including permanent disability and death. I agree to refrain from using any Equipment in a manner inconsistent with its intended design and purpose.

I have read this Liability Waiver and Informed Consent Form and sign it voluntarily. I understand that I am giving up substantial rights by signing it.

Print Name: _____ Library Card Number: _____

Signature: _____ Date: _____