



LIBRARY OF THINGS LENDING AGREEMENT

Please enjoy the Library's Library of Things Item in exchange for you following the terms and conditions listed below.

Acceptance

- By borrowing this item, you agree to the terms and conditions within this document and to follow the 'Duty of Care and Use' guidelines included with the item.

Borrowing and Using the Library of Things

- Library of Things items are limited to **one item per Library of Things item type per household**.
- A Library of Things item can be only checked out and returned at the Library's Service Desk at least **15 minutes** before the Library closes.
- Library of Things check-out is for a limited time; consult your borrower account by logging into <https://catalog.altadenalibrary.org> to view when your items are due. If the option to renew is possible, the item will automatically renew if there are no holds on the item. By logging into <https://catalog.altadenalibrary.org>, you will also see if your items are eligible for auto renewal. Once an item is overdue, the Library has the right to deactivate the device if the device type has an associated subscription service.
- *A LIBRARY OF THINGS ITEM MUST BE RETURNED INSIDE OF AN ALTADENA LIBRARY BRANCH DURING OPEN HOURS OR DIRECTLY TO A STAFF PERSON DURING CURBSIDE HOURS AND MUST **NEVER BE RETURNED IN THE BOOK DROP.***
- Using a Library of Things item in a manner or for a purpose that violates any applicable law, regulation or ordinance or violates the Library's Rules of Behavior, is strictly prohibited. Examples include, but are not limited to:
 - Unauthorized downloading or copying of copyright-protected material (including movies, music, magazines, books).
 - Obtaining or attempting to obtain unauthorized access to ("hacking") computers, networks, sites, or information systems.
 - Transmitting or downloading:
 - Programming (including a worm, virus, Trojan horse, or time bomb) that may cause harm or damage to, or may disrupt systems, equipment, property, or the Library's operations.
 - An email, text message, photo, or other matter that reasonably may be construed as unlawful, threatening, harassing, defamatory, or discriminatory.
 - Obscene matter, as defined in California Penal Code Section 311, or any later enacted law.
 - Harmful matter for minors, as defined in California Penal Code Section 313, or any later enacted law.
 - Child pornography, as defined in 18 U.S.C. Section 2256, or California Penal Code Section 311.1(a) or 311.2(b), or any later enacted law.
- Each Library of Things item also comes with a contents list. You, along with a Library staff member, will verify that the contents list reflects what is received and returned at the time of check-out and check-in.
- You are solely responsible for damage, loss, or theft of the Individual Items on the contents list.

Charges and Penalties

The following charges and penalties have been determined to be fair and reasonable:

- A Library of Things item overdue **21 days** — You will be charged:
 - Full replacement costs.
- A Library of Things item returned in a book drop or not directly returned to Library staff.
 - *You will be blocked from borrowing a Library of Things item in the future. However, you may request permission to check out from our Library of Things again following a six (6) month probationary period. The Altadena Library District shall have sole discretion to decide any such request.*
- Missing or damaged Library of Things item and items on the contents list — You will be charged replacement costs for each item lost or damaged.

Release of Liability

Altadena Library District is not responsible for any claims, liability, injuries, damages, costs, or expenses arising out of a Borrower's use of a Library of Things item, including, but not limited to:

- Library of Things item operation, use, or misuse;
- Library of Things item connection to other electronic devices;
- Loss of data for any reason whatsoever, including malfunction;
- Loss, use, or misuse of private information; or
- Malware or virus.

In consideration of and in exchange for (1) the Library's lending you a Library of Things item and Individual Items, and (2) the Library's allowing you to use them, you must indemnify, defend, and hold harmless the Altadena Library District, its officers, agents, employees, and representatives from any and all liability, injuries (including bodily injury, accidental death, or property damage), claims, lawsuits, losses, damages, penalties, fines, costs, and/or expenses directly or indirectly arising out of your use of the Library of Things item, including:

- ***Your having, connecting, operating, using, or misusing the Library of Things item and/or the Individual Items; or***
- ***Your infringing, violating, or misappropriating an intellectual property right or proprietary right.***

Policy Enforcement

If you violate a term or condition of this this Lending Agreement— in addition to your having to pay one or more of the fees and charges or indemnifying and defending the Library — you may lose Library, computer, and internet privileges under the Library's Rules of Behavior.