



# Thingamabrary Use Policy

Thank you for using the Clearwater Public Library Thingamabrary.  
Please complete the information below and return to the Circulation Desk. Welcome!

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Are you at least 18 years of age? \_\_\_\_ YES \_\_\_\_ NO**

I, \_\_\_\_\_ (the "Borrower") hereby agree to the following terms and conditions applicable to my participation in the Clearwater Public Library Thingamabrary:

1. Borrower must be age 18 or over to borrow items from the Clearwater Public Library Thingamabrary.
2. Prior to borrowing items, Borrower must (a) sign a Clearwater Public Library Thingamabrary Item Release, a copy of which shall be provided with this application; (b) sign this Thingamabrary Use Policy; and (c) have their Pinellas Public Library Cooperative ("PPLC") library card confirmed by staff.
3. Clearwater Public Library (the "Library") staff is not available to assist in explaining the operation of items. By taking possession of any item, the Borrower is certifying that he or she is capable of using it in a safe and proper manner.
4. Only the Borrower is authorized to use Clearwater Public Library tools. The Borrower shall not permit the use of tools checked out to him or her by any other person. It is the sole responsibility of the Borrower to ensure no unauthorized person uses the Clearwater Public Library tools.
5. Standard lending period is seven days. All items borrowed must be returned to the library location where it was first checked out by close of business on the assigned due date.
6. All Thingamabrary items (excluding Hot Spots) will be considered "lost" if not returned after 10 days of the due date. The Borrower will be charged the full price of the item and a \$6.00 processing fee. This will block the Borrower's library account. Once the item is returned, the account's fees will be cleared, and the Borrower's library privileges will be restored.
7. The Clearwater Public Library reserves the right to use appropriate steps to retrieve delinquent items or unpaid fees, including the use of a collection agency and/or legal action and assess the delinquent Borrower with the costs of any such action, including reasonable attorney's fees and costs. The Library also reserves the right to forgive fees due to special circumstances.
8. Borrowers may renew each item once if no other patrons have reserved the item. The Library reserves the right to refuse or limit renewals and will do so based on demand.
9. The Borrower agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed items.

10. The Borrower agrees that if any borrowed item becomes unsafe or in a state of disrepair, he or she must immediately discontinue use of the item and notify the Library of the issue on return, if not earlier.
11. All items are to be returned in the same (or better) condition as they were issued, excluding normal wear and tear. **All items must be returned clean.** The Borrower agrees to pay for the loss of or damage to any item 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, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item. Borrowers who do not pay replacement costs will not be able to check out additional items.
12. The Clearwater Public Library reserves the right to refuse the loan of any item at its sole discretion.
13. The Clearwater Public Library reserves the right to alter or amend any of the rules, terms, or conditions included in this agreement at its sole discretion.
14. I affirm that the information I have provided on this document is current, true, and correct. I understand that this information may be subject to verification.
15. I have read, fully understand, and agree to the rules and regulations of the Clearwater Public Library Thingamabrary contained herein and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges. I have read and signed the Clearwater Public Library Thingamabrary Release, relinquishing any and all claims against the Clearwater Public Library System and the City of Clearwater.

**I have read and agree to abide by the Clearwater Public Library Thingamabrary Use Policy.**

**Name (*print name*):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**PPLC Library Card #:** \_\_\_\_\_



## Thingamabrary Item Release

The items in the Clearwater Public Library Thingamabrary collection are for the use of Pinellas Public Library Cooperative members. Out of respect for future users, please clean any items you borrow before returning them and report any damage upon return.

I, \_\_\_\_\_ (*print name*), state that I am capable and experienced in using the items I am borrowing, that I will use the items I am borrowing in a proper manner, and that I will only use the items in a manner for which they are designed.

I, \_\_\_\_\_ (*print name*), agree that I will not allow any other individual to use any tool I borrow from the Clearwater Public Library. I understand that it is solely my responsibility to ensure I am the only individual using the tools. I further understand that the City of Clearwater and the Clearwater Public Library System (collectively, the "City") is not responsible for any injuries or damage resulting from the use of any tools by any unauthorized person.

I, \_\_\_\_\_ (*print name*), agree to release the City from any liability of any kind for any and all damages arising out of any loss or injury resulting from my using Thingamabrary items owned by the City, including, but not limited to, the use of any facilities or equipment made available by the City. THIS RELEASE INCLUDES A RELEASE FOR ANY AND ALL LOSSES OR INJURY ARISING OUT OF ANY ACT OR OMISSION OR NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS SPECIFICALLY CONCERNING OR ARISING OUT OF THE CITY'S OPERATION OF THE CLEARWATER PUBLIC LIBRARY THINGAMABRARY, INCLUDING BUT NOT LIMITED TO ANY DEFECT IN THE ITEMS OR ANY MISUSE OF THE ITEMS.

I, \_\_\_\_\_ (*print name*), hereby for myself, and on behalf of my successors and assigns, in consideration of being permitted to borrow items, agree to release, indemnify, and hold harmless the City, its officers, agents, and employees from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage suffered or incurred by any person which arises or may arise or be occasioned in any way from the use of items I am borrowing from the Clearwater Public Library System. I am aware that the City, its partners, directors, officers, members, and employees claim no expertise and make no representation concerning the fitness of any item for any particular use. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

I affirm that the above information is current, true and correct and may be subject to verification. I further state that I have read and fully understand the rules and regulations of the Clearwater Public Library Thingamabrary, 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. I have read and signed this Release, relinquishing any and all claims against the City, its officers, agents, and employees.

I affirm that by signing this Release, I fully understand and acknowledge that I am relying wholly upon my own judgment, belief, and knowledge of the circumstances involved in my borrowing Clearwater Public Library items, and that I have read this statement, understand its contents, and voluntarily execute it of my own free will and choice.

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

**Name (*print name*):** \_\_\_\_\_