

# Howard County Library

## Lending Policy and Agreement

### Electronic Devices

This 3-page agreement must be completed once and on file before any electronic devices are checked out. Individual forms for each device must be completed *each time* a device is checked out.

#### Guidelines for Borrowing and Use

- Borrowers must be 18 years or older to borrow Electronic Devices.
- Prior to borrowing Electronic Devices, all Patrons must sign and have on file the Waiver and Indemnification Form
- The Borrower's Agreement must be signed *each time* an Electronic Device is checked out.
- A valid Howard County Library account and no outstanding fines over \$10.00 are required to borrow Electronic Devices. A valid government issued ID with picture and current address must be presented at checkout.
- Items MUST be returned to the Front Desk during operating hours.
- Claims Returned and Never Borrowed status are not allowed for Electronic Devices.

#### Care and Operation

- By checking out the item the patron is certifying that they are capable of using the item in a safe and proper manner.
- An Electronic Device shall not be used in a manner inconsistent with its intended design and purpose.
- If any item borrowed becomes unsafe or in a state of disrepair the patron must immediately discontinue use and notify the Library as soon as possible.
- The patron will not make any modifications or alterations to Electronic Devices.
- Only the Patron is authorized to use Library Electronic Devices. Patrons shall not permit the use of items checked out to them by any other person.
- All Electronic Devices should be returned in the same or better condition as they were borrowed in, excluding normal wear.
- The patron is responsible for deleting any browsing history, saved documents, and downloaded items on laptops and tablets.
- The Library does not provide supervision or instruction for the use of an Electronic Device.

#### Fines and Liability

- The overdue fine on an Electronic Device is \$1 per day. If an item is more than 30 days overdue, it is considered lost and you will receive a bill to cover the replacement. If a billed item is returned in good condition within 60 days of due date, the bill will be removed from your record but you will be charged overdue fines.
- All Electronic Devices borrowed are to be returned to the Library Front Desk by close of business on their due date. Electronic Devices may not be returned in the front entrance or drive through book drops.
- The Borrower is solely responsible for the Electronic Device and will be billed for the repair or replacement cost associated with damage loss of an Electronic Device and/or peripherals as a result of neglect or abuse. Damage or loss fees may be incurred up to one week after check in.
- A list of replacement costs of Electronic Devices is maintained by the library and is available for viewing upon request.

Patron initial here: \_\_\_\_\_

- Patrons who have paid for lost items, then find them within 60 days past the due date, may receive a refund. If customers find materials 60 or more days after the due date, no refunds will be made.
- It is the borrower's responsibility to protect the Electronic Device against loss or damage.
- The Howard County Library is not responsible for any injury, loss or damage that may occur from the use of an Electronic Device.
- The Howard County Library is not responsible for the loss of data while using this equipment.
- Texas Penal Code Title 7 Sec. 31.03. THEFT. (a) A person commits an offense if he unlawfully appropriates property with intent to deprive the owner of property.

**Howard County Library**  
**Liability Waiver and Informed Consent Form**  
**Electronic Devices**

In consideration of my use of the Electronic Devices lent out by the Howard County Library, I hereby voluntarily release, discharge, waive, and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the Howard County Library and Howard County ("Library, et al.") and their employees, officers, and agents, from any loss, damage, or injury to persons or property arising from the Devices, whether arising through the Library's negligence or imposed by law. In no event shall the Library 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 Library, et al., 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 Devices.

No warranties, expressed or implied, including without limitation: suitability, durability, fitness for a particular purpose, condition, or quality have been made by Library, et al., directly or indirectly in connection with the Device. I am borrowing the Device "as is." I acknowledge that I am responsible to examine the Device before checking out and will not check out if its condition is unacceptable. I agree to surrender the Device to the Library in as good order and condition as when received, except for reasonable wear and tear resulting from proper use. I agree to keep and maintain the Device 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 Device. I agree to refrain from using any Device in a manner inconsistent with its intended design and purpose.

I have read the **Lending Guidelines and Agreement** and 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Howard County Library staff sign here

Patron initial here: \_\_\_\_\_