



## Borrowing Policy

**POLICY:** It is the policy of the Norfolk Public Library (NPL) to provide town residents and others, who possess a valid SAILS borrowing card, the opportunity to borrow books, periodicals, videos, equipment, and other materials from its collection and those of other libraries available through the SAILS Enterprise Online Catalog and Commonwealth Catalog.

### **DEFINITIONS:**

*Equipment:* all items other than books, periodicals, optical media, passes, and bakeware available for loan from the Norfolk Public Library.

*SAILS:* a non-profit, private incorporation, funded by member libraries, government and state grants, and private grants that runs and supports the Enterprise Online Catalog and Circulation systems for 72 [libraries and branches](#) throughout 40 communities in Southeastern Massachusetts.

### **PROCEDURE:**

1. Individuals who wish to borrow materials from the NPL or through the SAILS system must possess a valid SAILS library card and have a SAILS account.
2. The NPL creates three types of account (individual, family, and institutional) and issues two types of library cards for patrons: individual and institutional.
3. A person 16 years of age or older may obtain an individual account and card by completing an application and providing a valid photo identification and proof of current street address. The prospective patron must apply for the account and card in person at the NPL circulation desk.
4. Persons under the age of 16 may obtain an individual card in his/her name by having an accompanying parent or guardian complete the process described in statement #3 immediately above. This card is then linked to the person's parent/guardian and his/her siblings.
5. Individuals who reside in short/long term care facilities or custodial institutions, to include but not limited to group homes and correctional institutions, may not obtain an individual SAILS account and card. However these individuals may borrow materials using an institutional library card if the organization which is responsible for their care and custody has an institutional account.
6. A staff member of an organization that operates a residential facility may obtain an institutional account and card by completing an application and providing a document on organizational letterhead which is signed by its chief executive officer or designee as well as an organizational

photo identification card. The staff member must complete this process in person at the NPL circulation desk.

7. A person's individual library card and account number is for the sole use of the person to whom it was issued and should not be shared with anyone else.
8. The NPL imposes no charges on patrons for the withdrawal of library books and other materials or for any other normal library services.
9. The periods of time and conditions, if applicable, for and under which materials may be borrowed are listed in Appendix I.
10. It is the expectation of the NPL that materials that are borrowed shall be returned by the due date. Patrons who have fines of \$10 or more shall not be entitled to additional borrowing privileges until delinquent items are returned.
11. In the event that borrowed materials are returned late, are lost or damaged, the borrower must pay the required charges. An individual who owes the NPL \$10 or more forfeits his/her right to borrow material until the past due account is settled.
12. For those persons who borrow materials using an institutional library card, fines for overdue items will not be assessed against the institutional account. However the organization whose card was used to borrow the materials shall be responsible for paying required charges for items that are lost or damaged.
13. Equipment is used at the sole risk of the borrower. The Library makes no representation or warranty as to the fitness for use or condition of equipment items. Borrowers are responsible to read and abide by all manufacturer's recommendations, warnings, and instructions for use.
14. Equipment must be returned to the Norfolk Public Library circulation desk only, intact, clean, and in working order, along with all accessory items, parts, manuals, packaging and other materials provided when the item was borrowed.
15. Equipment returned inoperable, unclean, or missing parts or packaging, will be assessed fees as set forth in this policy. In case of damage or loss, borrowers agree to pay the reasonable repair or replacement cost of the item.
16. Borrowers of equipment must sign a Liability Waiver. Borrowers under the age of 18 must have their parent or guardian sign the Liability Waiver. The Liability Waiver is in Appendix II.

**REFERENCE:** 605 CMR 4.00

**CANCELLATION:** This policy cancels all previous policies, procedures, memorandums, messages, and directives on this subject.

**APPLICABILITY:** This policy applies to all NPL trustees, staff members, and patrons.

**REVIEW DATES:**

Revised and adopted 10/26/2016

Revised and adopted 6/21/2017  
Revised and adopted 9/20/2017  
Revised and adopted 9/19/2018  
Revised and adopted 5/15/2019  
Revised and adopted 10/19/19  
Revised and adopted 2/26/20

## APPENDIX I

Media	Duration	Media	Duration
Books	4 weeks	New DVDs, Marquee Movies, Christmas DVDs	3 days
New Books	2 weeks	DVDs	2 weeks
Summer reading books	2 weeks	New DVD series	1 week
Juvenile Holiday books	2 weeks	Juvenile Book CD Kits	4 weeks
Magazines	2 weeks	Reference books	1 week
Music CDs	2 weeks	Museum passes	Overnight
Audiobooks	4 weeks	Bakeware	Up to 2 weeks
E-reader devices	2 weeks	Wireless Hot Spot	Up to 14 days
Stuffbrary	2 weeks	Electronic Games	2 weeks

### Loan Periods

#### Wireless Hotspots:

- Borrower must be 18+ years of age. Checkout period is 14 days.
- Unlimited data usage.
- Overdue fine \$10.00/day. Replacement cost \$125.00 for device. \$30 for charger and/or cord. \$15 for case.
- No renewals. 7 days after returning, if device is available, it may be checked out again.
- No holds allowed. Cannot be put in transit. Check with Circulation Desk to put name on waiting list.
- Norfolk residents are given preference.
- Device, charger, charger cable instructions and pouch must be returned to a librarian at the Circulation Desk.
- DO NOT return device in the Book Drop. There is a \$10 fine for devices returned in the book drop.
- Due to high demand, patrons who fail to return a device on-time will be prohibited from checking out a device for a 30-day period. Patrons who fail to notify the library of a cancelled reservation on two occasions will have device reservation privileges revoked for not more than six months. These patrons and members of their household will, however, only be permitted to borrow a device based on walk-in availability.

#### Bakeware:

- 1 renewal allowed
- No holds allowed. Cannot be put in transit.
- Do not return in the Book Drop Must be returned to NPL's circulation desk
- \$5 fine assessed if returned dirty

### Fines/Fees

Materials not returned by their due date accrue fines and fees according to the following schedule:

Media	Charge per day	Maximum Fine	Lost Material Processing Fee
Juvenile Books	\$.10	\$3.00	\$5.00
Mass Market Paperbacks	\$.10	\$3.00	\$5.00
Magazines	\$.10	\$3.00	\$5.00
Adult Books	\$.10	\$5.00	\$5.00
Young Adult Books	\$.10	\$5.00	\$5.00
Reference	\$.10	\$10.00	\$5.00

Audio Books	\$ .10	\$5.00	\$5.00
Music CDs	\$ .10	\$5.00	\$5.00
Juvenile Book Kits	\$ .10	\$5.00	\$5.00
Juvenile DVDs	\$ .50	\$10.00	\$5.00
DVDs	\$1.00	\$10.00	\$5.00
E-Reader devices	\$1.00	\$10.00	\$5.00
Museum Passes	\$5.00	\$15.00	\$5.00
Wireless Hot Spot	\$10.00	Cost of replacement	\$5.00
Bakeware	\$ .10	\$5.00	\$5.00
Stuffbrary	\$5.00	\$30.00	\$5.00
Electronic Games	\$2.00	\$10.00	\$5.00
Marquee Movies	\$2.00	\$10.00	\$5.00

### Limits

Number	Item	Exceptions
30	Items within Guidelines below	
3	Books per subject for school projects	
6	Audio Books	
1	E-Reader device	
2	Museum pass per household per day. Non-residents must have SAILS Library card.	
1	Wireless Hot Spot	

## APPENDIX II

### **Liability Waiver**

In consideration of my or my child's use of the equipment lent by the Norfolk Public Library through its Equipment Borrowing Program, I hereby voluntarily release, discharge, waive and hold harmless, on behalf of myself, my heirs, executors, administrators, and assigns, the Norfolk Public Library, and its employees, officers, agents and assigns, the Board of Library Trustees, and the Town of Norfolk and its employees, officers, agents and assigns, 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 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 and its employees, officers, and agents, harmless from and against all liabilities, claims, actions, proceedings, damages, losses, costs and expenses, including attorney's fees, for all injuries or death or 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 the 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 keep and maintain the equipment in good condition, use it in a careful and proper manner, and to comply with all manufacturer recommendations, applicable laws and regulations.

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

I have read this Liability Waiver and have signed it voluntarily. I understand that I am giving up substantial rights by signing it.

I have read this entire document, and my signature below indicates my agreement with the above statements.

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

Description of equipment to be borrowed:

\_\_\_\_\_

Library employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

One copy to borrower. One copy to be retained by the library.