



## 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. Borrowers must present their own personal library card in order to borrow materials. An exception is made for borrowers who have forgotten their library card. In this case, item(s) may be borrowed upon presentation of Driver's License. Should a borrower misplace their card, items placed on hold will be retained at the desk for 24 hours, after which items are returned to the collection or lending library.
3. The NPL creates three types of account (individual, family, and institutional) and issues two types of library cards for patrons: individual and institutional.
4. A person 16 years of age or older may obtain an individual account and card by completing an application that contains legal name, residential mailing address and telephone number.
5. S/he shall also provide a valid photo identification and proof of current street address.
6. The prospective patron must apply for the account and card in person at the NPL circulation desk.

7. 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 statements #3 and #4 immediately above. This card is then linked to the person's parent/guardian and his/her siblings.
8. 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.
9. 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.
10. 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.
11. Lost SAILS cards are subject to a \$5.00 replacement fee.
12. The NPL imposes no charges on patrons for the withdrawal of library books and other materials or for any other normal library services.
13. Reserves are accepted for all circulating materials and the Stuffbrary collection, except for bakeware, and Marquee Movies. Wireless hot spot reservations must be made in person or by telephone. Stuffbrary items must be picked up at the Library; they are included in the delivery service.
14. Books, music discs, DVDs (excepting New DVDs and Christmas DVDs), and Audio books may be renewed for an additional 2- or 4-week period unless the item is needed for reserve. Other items cannot be renewed. Renewals may be made in person, by telephone, or via the Online Catalog. Overdue materials that have reached the maximum fine cannot be renewed. Wireless hot spots may not be renewed. Bakeware may be renewed once. Items eligible for renewal are automatically renewed if no holds are pending.
15. The periods of time and conditions, if applicable, for and under which materials may be borrowed are listed in Appendix I.
16. 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. Materials may be returned during regular Library hours, or by use of the 24-hour materials drop slot located near the front entrance of the Library. When using the drop slot, patrons are requested to observe marked usage instructions.
17. E-Reader devices, wireless hot spots, bakeware and items from the Stuffbrary collection must be returned in-person to the Circulation Desk in order to protect them from damage. Patrons who return items via the drop slot shall be subject to a \$5 fine for each item and any additional cost that be incurred due to damage to an item.
18. In the event that borrowed materials are returned late, are lost or damaged, the borrower must pay the required charges (see Appendix I). An individual who owes the NPL \$10 or more forfeits his/her right to borrow material until the past due account is settled or until satisfactory payment arrangements have been made with the Library Director. The extension of payment arrangements is at the sole discretion of the Library Director.

19. Patrons with 5 or more unreturned items that are 4 or more weeks overdue are not permitted to borrow until all materials are returned and all fines and fees are paid in full.
20. Borrowing privileges may be revoked for any individual found to be in violation of Library policies. In addition, privileges for an entire family may be suspended when an individual family member account is blocked due to unreturned items that are more than 60 days past due. New SAILS cards are not issued to additional family members until all accounts are cleared.
21. Seniors 60 years of age or above are extended fine-free privileges (except for certain materials designated by the Director), by displaying proof of age.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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  
Revised and adopted 4/16/20

## 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

### Overdue Materials

Materials are expected to be returned on time. Three days before materials are due, SAILS sends a courtesy email advising materials will soon be due. The following table describes how overdue materials are managed:

At this number of days past due...	This action occurs...	And...
1	A fine is assessed according to the schedule shown in the next section entitled "Fines and Charges".	An additional fine is assessed for each day the material is overdue.
14	The SAILS system generates an overdue materials notice.	The patron is notified by email.
28	The SAILS system generates a second overdue materials notice.	The patron is notified by email.
29	The patron is notified by telephone.	Overdue item(s) are expected to be returned immediately.
60	Overdue items are assumed lost.	The patron is billed the full replacement cost of the item(s) and a processing fee of \$5.00 per item.
90	<del>The patron account is sent to a collection agency.</del>	<del>The patron account is assessed an additional \$15 charge.</del>

### Lost or Damaged Materials

Assumed lost and lost items are charged to the patron account. The amount of charge is the full replacement cost of the item(s), and a processing fee of \$5.00 per item. When a claimed-lost item is not returned prior to expiration of a 60-day period, the patron is responsible to pay the full replacement cost and the accrued fine. When a lost or claimed lost item is returned in useable condition prior to expiration of a 4-month period, the amount paid for replacement is refunded, less a non-refundable \$5.00 processing fee.

### 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.