

## Access to Materials Policy

The Thayer Memorial Library (Library) is committed to connecting people, information, and ideas to enrich lives and strengthen the community. The Board of Trustees respects each individual's right to access Library materials and services, and the decision on which resources to use is solely up to the Library member.

To borrow materials, membership must be active and in good standing. Expired memberships must be renewed, and valid identification is required to update the member's account (please refer to the Membership Policy) before borrowing privileges are restored.

Members are responsible for all materials borrowed or accessed using their Library Card (Card) or their children's Card (for children under 18). If a Card is lost, it must be reported immediately. In cases of theft, either of the Card or of borrowed materials, members must report this to the appropriate police department. Members remain accountable for all materials on their Card up to the time they officially report the Card as lost or stolen. If a member allows others to use their Card, they are responsible for ensuring the return of all materials and for any fees related to replacing lost, stolen, or damaged materials.

Parents and legal guardians (Parents) are responsible for guiding their children in the use of Library resources. The standards that Parents apply to their children cannot be imposed on other children. The Library assumes no responsibility or liability for materials checked out by its members.

In accordance with Massachusetts General Law, Chapter 78, Section 7, and the Library's Privacy and Confidentiality Policy, the Library will not disclose any information that identifies a member as having requested or obtained specific materials or services, or as having otherwise used the Library. This includes not disclosing information to parents about children who have their own memberships.

Parents are encouraged to obtain a Personal Identification Number (PIN) when applying for membership, allowing minors to access their accounts remotely. A member's PIN defaults to the last four digits of the telephone number on their record. Members can only change their PIN while accessing their account from home or when present in the Library. Library staff cannot access a member's PIN, which remains hidden in patron records. Records may be disclosed only under the following circumstances:

- If necessary for the reasonable operation of the Library, as determined by the Library Director, or their proxy
- With the written consent of Library members
- Upon receipt of a court order
- If required by law

Members are responsible for knowing the due dates and renewal status of their checked-out

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materials. CWMARS provides overdue notices, which are regulated by their policies and procedures. Not receiving a notice does not excuse the return of materials past the due date.

The Library reserves the right to refuse access to materials and services to anyone who damages Library property, repeatedly returns materials late, has unpaid fees, or regularly violates the Library's Conduct Policy.

The Library is a member of various resource-sharing consortia, including CWMARS, the Commonwealth Catalog, and WorldCat, which provide additional access to resources and services for members. The rules for accessing these materials may vary depending on the policies of individual consortia members.

# Access to Materials Policy

## Access to the Library of Things Collection

### Definition

"Things" refers to tangible objects not typically found in Library collections. Examples include musical instruments, an HDMI cable, a metal detector, or a table. Unlike books, eBooks, DVDs, CDs, or audiobooks, which can be read or consumed passively, Things cannot be interacted with similarly.

### Eligibility to Borrow

- Only Lancaster residents with membership in good standing can check out Things.
- Members must be 18 or over to sign a Thing Agreement Form.
- A Member issued a temporary Library card may not borrow Things.

A member shall complete an Agreement Form for each Thing checkout and read all instruction manuals and guides included with Things.

### Loans

Thing(s) loan periods may vary. Members are responsible for keeping track of the due dates for a Thing(s) they borrow. Those who have provided an email address or phone number for text messages in their membership record may receive an electronic reminder as a courtesy before a Thing(s) is due.

Things cannot be renewed. Members who wish to check out a Thing(s) after returning it to the Circulation Desk must wait 24 hours before doing so.

### Return of Things

To be considered returned, a Thing(s) must be returned to staff at the circulation desk. Returns are not considered complete if they are left at another Library, dropped in the Library book drop, placed on a return cart, or left anywhere else inside or outside the Library.

If a Thing(s) is overdue or returned late, a fee may be charged each day thereafter. This fee will accumulate until the Thing(s) is returned to circulation desk staff. A Member with an overdue Thing(s) may receive a courtesy notice regarding their overdue status. Membership may be frozen until a balance is paid.

A Member shall inform Library staff of any issues with a Thing(s) such as but not limited to broken pieces, dead batteries, cosmetic damage, or if a Thing(s) is lost.

The Library may deny lending services for various reasons, including damaging Library property, misuse of Things, consistently returning Things late or with missing parts, or regularly violating

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Library policies.

### **Replacement Costs**

A Member accepts the Library's assessment of a Thing's condition before checkout and after check-in (e.g., damage, dirtiness, or missing parts).

When a Thing(s) is lost or damaged, the member shall be charged the replacement cost plus a processing fee. Both the replacement and processing fees are non-refundable. The costs for replacing a Thing(s) or parts necessary for a Thing's operation will be listed separately in the Schedule of Things and Their Replacement Costs. Fees are subject to change without notice.

The Library accepts cash, money orders, or cashier's checks to pay accrued fees. With proper identification (see Membership Policy), the Library may also accept personal checks made out to "Thayer Memorial Library," provided they are drawn from a reputable bank. Borrowers will be responsible for any costs incurred due to the deposit of a bad check. Late, lost, or damage fees will be charged to the member, and the member's membership may be frozen until the balance is paid.

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## THING AGREEMENT FORM

Thing: \_\_\_\_\_ Library Card # \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

By signing below, I agree with the following:

I have read the Access to the Library of Things Collection Policy and accept full responsibility for the Thing I am borrowing as per the Library's policy.

I shall return the Thing only to A STAFF MEMBER AT THE CIRCULATION DESK.

I shall reimburse the Library for any damage incurred to or to replace a Thing while it is checked out to me.

## RELEASE AND INDEMNITY AGREEMENT

This document serves as borrowing authorization between the Town of Lancaster, by and through its public Library, and the Member (you) who agrees to use this Thing in good faith and represents the information which has been given to the Town for the use of said Thing is factually accurate and in which you agree to give up the right to sue the Town of Lancaster. By agreeing to the terms of this policy, you are hereby stating that, as a participant, you hold the Thayer Memorial Library, its staff, officials and volunteers and wards, of any capacity, harmless from loss, damage or illness and injury including recovery of any court costs and attorney's fees, which may be to the use of this Thing from the Library of Things.

I further acknowledge that my use of this Thing from the Library of Things Collection is a voluntary program offered at no cost to me.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Staff member name \_\_\_\_\_