

## **Board of County Commissioners Leon County, Florida**

### **Policy No. 22-1**

Title: Loan of Library Materials and Equipment

Date Adopted: January 25, 2022

Effective Date: January 25, 2022

Reference: Chapter 257, Florida Statutes

Policy Superseded: Policy No. 98-12, "Loan of Library Materials" revised April 8, 2014;  
Policy No. 98-14, "Overdue Books and Materials" revised April 8, 2014

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It shall be the Policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 98-12 "Lona of Library Materials", adopted by the Board of County Commissioners on April 8, 2014 and Policy No. 98-14 "Overdue Library Materials", adopted on April 8, 2014, are hereby repealed and superseded, and a new Policy No. 22-1 "Loan of Library Materials and Equipment" is adopted in its place, to wit:

The LeRoy Collins Leon County Public Library provides the free lending of library materials to eligible borrowers in accordance with Chapter 257, Florida Statutes.

The purpose of this policy is to establish a procedure to accomplish the loaning of materials and equipment as well as the return of, or the payment for overdue, lost or damaged materials and equipment. The policy also establishes a procedure for assessing fines for overdue Library materials.

Attached to this policy and incorporated herein are the procedures for implementing the Loan of Library Materials and Equipment Policy.

The Board of County Commissioners may amend these procedures from time to time as it deems appropriate in the best interest of the citizens of Leon County.

**I. Loan Periods & Maximum Number of Items by Type**

Loan periods and the maximum number of items that can be borrowed vary by material type. They are:

Loan Period	Material Type *	Maximum Number
7 days	DVDs	6
21 days	Books	50
	Compact discs (CDs)	6
Varies	Other materials (by type)	As determined by the Library Director with the approval of the County Administrator
Varies (Loan periods set by the lending library)	Interlibrary Loans	5

**II. Revision of Loan Periods & Maximum Numbers**

Loan periods and maximum numbers may be revised by the Library Director, with the approval of the County Administrator, to meet changing needs for library service.

**III. Overdue Library Materials & Equipment**

The procedure for obtaining the return of overdue materials will apply to those materials that are overdue as of January 25, 2022.

- A. An overdue notice shall be sent to the delinquent patron when an item becomes 21 days overdue, informing the patron of the overdue status and the possibility of further action.
- B. If no response is received, within 21 more days, a bill is sent to the patron requesting payment for the item(s). Quarterly, the Leon County Attorney sends a letter to patrons whose overdue/lost accounts total more than \$100, requesting that the item(s) be returned, and all fees and fines paid and stating that if there is no response or payment is not made, the County Attorney will utilize a collection agency and any other appropriate forum that may be necessary thereafter to collect the fees and fines.
- C. No Library materials or equipment may be borrowed for any Library patron identified as being delinquent in returning borrowed Library materials, nor shall a new Library card be issued to a patron being identified as delinquent until all accrued fines and fees have been paid. If overdue materials are identified by the patron as lost, replacement value of the materials and a processing charge shall be paid by the patron (see Section IV).

D. Fees and fines for overdue materials shall be:

i. **Print Materials**

The overdue fine for print materials in the general circulating collections shall be \$.10 per day beginning at the time the Library closes on the date the item is due. The maximum fine for each overdue adult print item shall be \$3. The maximum fine for each overdue children's print item shall be \$1.

ii. **CDs & DVDs**

The overdue fine for CDs and DVDs in the general circulating collections shall be \$1 per day beginning at the time the Library closes on the date the item is due. The maximum fine for each overdue CD or DVD shall be \$10.

iii. **Reference Materials**

Reference materials are occasionally loaned based on patron need and the public use of the material at the time of the loan. The overdue fine shall be \$5 per day, per item, with a maximum fine of \$50 or the replacement cost of the item, whichever is less.

iv. **Non-Print Materials and Equipment**

The overdue fines for non-print materials and equipment, including the items that are part of the Library of Things Program (See Section V), shall be \$5 per day, per item, per item, with a maximum fine of \$50.

**IV. Lost or Damaged Materials and Equipment**

Library materials and equipment reported lost or damaged beyond repair by the borrower shall require a payment of the replacement value of the item and a processing fee of \$5 per hardback book or non-print item and \$2 per cataloged paperback book. If the item is found and returned to the Library within one year, in satisfactory condition, with the library cash register receipt received at the time of payment for the item, the price paid for the item plus the processing fee shall be refunded to the borrower. Overdue fines are not charged on lost or damaged materials.

The borrower will pay for the loss of or damage to any item and further agrees to accept the Library's assessment of 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 items. Borrowers who do not pay replacement costs are banned from checking out further items.

Borrowers may replace lost or damaged materials. A new copy of the lost or damaged item may be presented to the library in lieu of payment for the item. The item must be in the same format and have the same ISBN or UPC number. A processing fee of \$5 per hardback book or non-print item and \$2 per paperback book.

In cases, of hardship, such as loss or damage due to documented theft accident or fire, the Library Director may waive charges, fines or fees.

**V. Library of Things Program**

A Library of Things is a collection of items other than books that are loaned to patrons at no charge. To participate in the Library of Things Program, borrowers shall at a minimum meet the following criteria:

- A. Be at least 18 years of age. Photo identification is required.
- B. Have an active LeRoy Collins Leon County Public Library card.
- C. By taking possession of any item, certifying that they are capable of using it in a safe and proper manner and will only use the item(s) for its intended use. Leon County staff is not available to assist in explaining the operation of items, or the delivery or pick up of items.
- D. At all times exercise due care in the handling, operation, care, and storage of any borrowed item and will return item(s) in the same (or better) condition as they were issued, excluding normal wear and tear. All items must be returned clean.
- E. If an item is returned late, pay the late fee of \$5 per day, per item, with a maximum fee of \$50 plus a processing fee of \$5. The Library may replace severely delinquent items, not returned within 21 days of the due date, holding the Borrower responsible for the full replacement cost. Any outstanding fines must be paid in full before Borrower may borrow additional items.
- F. Pay for the loss of or damage to any item and further agrees to accept the Library's assessment of 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 items. Borrowers who do not pay replacement costs are banned from checking out further items.
- G. Agree to comply with all of the provisions of this policy and signed all required forms including the Library of Things User Agreement and Liability Waiver and General Release (See "Appendix A")

**V. Amnesty and Alternatives**

The Library does not accept or participate in alternative programs for paying Library fines. This includes amnesty, fine-free days, and proposals in which other goods are given in lieu of paying fines, for example, donating canned goods in lieu of paying overdue fines.

*Adopted January 25, 2022*

APPENDIX A

**LeRoy Collins Leon County Public Library  
Library of Things User Agreement and  
Liability Waiver and General Release**

Name ("Borrower") \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Library Card # \_\_\_\_\_

Are you at least 18 years of age? \_\_\_\_\_ Yes \_\_\_\_\_ No

I understand that this information may be subject to verification.

**Borrower Agrees:**

1. By signing this Library of Things User Agreement, Liability Waiver and General Release (hereinafter referred to as the "Agreement") that I have read and fully understand Leon County Policy No. 22-1, Loan of Library Materials and Equipment Policy (hereinafter referred to as the "LLM Policy").
2. To abide by all terms and conditions applicable to my participation in the LeRoy Collins Leon County Public Library System's Library of Things (hereinafter referred to as the "LoT") program as specified in the LLM Policy.
3. The Leon County Public Library system staff is not available to assist in explaining the operation of items, or the delivery or pick up of items.
4. By taking possession of any item, I am certifying that I am capable of using it in a safe and proper manner and will only use the item(s) for its intended use.
5. That while participating in LoT, I will, at all times exercise due care in the handling, operation, care, and storage of any borrowed item and will return item(s) in the same (or better) condition as they were issued, excluding normal wear and tear. All items must be returned clean.
6. To pay for the loss of or damage to any item and further agrees to accept the Library's assessment of 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 items. Borrowers who do not pay replacement costs are banned from checking out further items.
7. If an item is returned late, I am responsible for the late fee. This late fee is \$5 per day and is capped at \$50. The Library may replace severely delinquent items, not returned within 21 days of the due date, holding the Borrower responsible for the full replacement cost. Any outstanding fines must be paid in full before Borrower may borrow additional items.

8. Leon County Board of County Commissioners and the LeRoy Collins Leon County Public Library System (collectively, the “County”) reserves the right to use appropriate steps to retrieve delinquent items or unpaid fines and fees, including the use of a collection agency and/or any available remedies at law or in equity and assess the delinquent Borrower with the costs of any such action, including reasonable attorney’s fees and costs.
9. Failure to return any borrowed item or returning a borrowed item severely damaged may result in the County exercising its right to seek any available remedies at law or in equity.

### **Liability Waiver and General Release**

10. The County makes no representation concerning the fitness of any tool for any particular use. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the County may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.
11. I acknowledge and understand that by participating in the LoT, I am exposing myself to all risks, known and unknown associated with utilizing any borrowed item(s), and I expressly assume such risks.
12. I expressly represent and warrant I am entering into this Agreement voluntarily and except for the terms and conditions outlined in this Agreement and Policy 98-12, no other promises or inducements have been offered. I further agree that I have read and fully understand this Agreement, including but limited to, my rights and obligations under this Agreement and the Policy.
13. I agree that the County is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed item.
14. I will not allow any other individual to use any tool I borrow from the LoT. I understand that it is solely my responsibility to ensure I am the only individual using the item(s). I further understand that the County is not responsible for any injuries or damage resulting from the use of any items by any unauthorized person.
15. I recognize that there are particular risks associated with the borrowing and use of items from LoT and, in order to participate in this program, on my behalf and behalf of my heirs, executors, and assigns, I do hereby waive liability and release and forever discharge Leon County, Florida, and the Board of County Commissioners of Leon County, their agents, officials, officers, departments, and employees, jointly and/or severally from all manner of actions or cause of action, suits, debts, claims, damages, injuries or death whatsoever, in law or equity, which I might have against Leon County, Florida, and the Board of County Commissioners of Leon County, their agents, officials, officers, departments, and employees, jointly and/or severally by reason of any cause or thing whatsoever. This release and waiver includes, but is not limited to, waiver of all claims, suits and causes of action based upon negligence or tortious act or conduct by Leon County, Florida, or the Board of County Commissioners of Leon County, their agents, officials, officers, departments, and employees, jointly and/or severally. I realize that by virtue of this provision, I am waiving specific

rights of recovery for injuries, death or damages which I may suffer and other rights which I may have knowingly done so by execution of this Library of Things User Agreement, Liability Waiver and General Release.

For the mutual consideration contained herein, by signing below I affirm that the information that I have provided in this Agreement is current, true, and correct. I further affirm I have read, I fully understand, and will comply with Policy No. 22-1 "Loan of Library Materials and Equipment" and this Library of Things User Agreement, Liability Waiver and General Release.

Name: \_\_\_\_\_

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

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_