

**PACER Simon Technology Center (STC)**  
**Lending Library Policies**  
November 2022

**Statement of Purpose:** The intention of the STC Lending Library is to provide an opportunity for consumers, parents, and professionals to preview a wide variety of educational programs and assistive technology devices through short term loans. Over 1,500 selections are available for members to borrow and preview in their own home, school/education, employment, or community settings.

**A. Membership Agreement**

Membership to the STC Lending Library is open to anyone who is:

1. A person/student (consumer) with a disability, or suspected disability.
2. The parent, guardian, or support person, of a person/student with a disability.
3. A professional, school, or organization serving people/students with disabilities.

**STC Lending Library membership options for residents of Minnesota:**

- **MN families and consumers:**
  - **Free annual membership.**
  - Borrow 4 items + 4 iOS apps at a time.
  - Account holder is responsible for fees/fines (credit/debit card required).
  - Surveys of borrowing experience will be required.
- **MN individual professional:**
  - **Free annual membership.**
  - Borrow 4 items + 4 iOS apps at a time.
  - Only the account holder can borrow items.
  - Account holder is responsible for fees/fines (credit/debit card required).
  - Surveys of borrowing experience will be required.
- **MN schools and organizations:**
  - **\$200 annual membership.**
  - Borrow 8 items + 8 iOS apps at a time.
  - Multiple professionals can borrow items, per the organization's approval.
  - The organization is responsible for fees/fines (invoice option available).
  - Purchase orders accepted.

**STC Lending Library membership options for out-of-state members:**

- **Families and consumers:**
  - **\$100 annual membership.**
  - Borrow 4 items + 4 iOS apps at a time.
  - Account holder is responsible for fees/fines (credit/debit card required)
- **Individual professional:**
  - **\$100 annual membership.**
  - Borrow 4 items + 4 iOS apps at a time.
  - Only the account holder can borrow items.
  - Account holder is responsible for fees/fines (credit/debit card required).
- **Schools and organizations:**
  - **\$250 annual membership.**
  - Borrow 8 items + 8 iOS apps at a time.
  - Multiple professionals can borrow items, per the organization's approval.
  - The organization is responsible for fees/fines (invoice option available).
  - Purchase orders accepted.
- \*Note: out-of-state memberships are not able to borrow items that are provided by the MN STAR Program. [The MN STAR inventory](#) is a smaller subset of the STC inventory available to the library members living in Minnesota.

**The following steps must be completed for the membership set-up and/or renewal process:**

- A completed application (or account created online in [MyTurn](#))
- Signed library policies agreement
- Signed loan liability agreement
- A contact person responsible for any fines/fees incurred for late, lost, or damaged items
- An active payment method on file in the account (for fines/fees).
  - Schools & organizations can request to be invoiced. All others must have an active credit/debit card on file in the account.
- Confirm the main contact email address
- Membership fees paid, as applicable
  - Payment is accepted by credit/debit card, cash, or check made out to PACER Center.
  - Purchase orders accepted for school and organization memberships.

**Membership Renewals:**

- Members in good standing wishing to renew should update:
  - Contact information
  - Active payment card on file

\*Memberships and fees are non-refundable.

**B. Borrowing Procedures**

Family, consumer, or individual professional memberships may borrow up to four items and four iOS apps at a time. School and organization memberships may borrow up to eight items and eight iOS apps at a time. The loan period is four weeks.

**Members may request items via:**

- MyTurn online database at <https://STClendinglibrary.myturn.com/library/inventory/browse>
- e-mail at [stclibrary@pacer.org](mailto:stclibrary@pacer.org)
- phone (952-838-1400)

Members can expect a response to their requests and inquiries from library staff within 1-2 business days. Members are able to renew an item consecutively one time, as long as there is not an active wait list for the item.

Members can reserve items on the Simon Technology Center's online-catalog system, [MyTurn](#). Members may retrieve their items in the following ways:

- Mailing
  - PACER will pay costs to mail out items to library members. **Members are responsible for any and all costs to return items to PACER**, whether by mail or dropping off at the building (See scheduling options and open hours on [STC Library website](#), or email us at [stclibrary@pacer.org](mailto:stclibrary@pacer.org)).
- Scheduling a pick-up appointment at PACER Center building
  - See scheduling options on [MyTurn](#) or [STC Library website](#).
- Electronic delivery for iOS apps
  - Staff will instruct library members how to install our mobile device management (MDM) system on their personal mobile device (iPad or iPhone).

Mailed packages valuing a total of \$99 or less will be mailed fourth-class library/media rate. Packages valuing a total of \$100 or more will be mailed with package tracking through a delivery service such as UPS ground. Members are responsible for paying the entire cost of returning the items. Members are strongly encouraged to send their return items via certified mail. Items are considered the responsibility of the borrower until they arrive at the STC Library.

### C. Fines

Each item package has an item label and description which lists all the included contents. Members are responsible for timely returns of each borrowed item package to be in the same condition as it was loaned. Please contact library staff immediately if an item does not function properly by email ([stclibrary@pacer.org](mailto:stclibrary@pacer.org)) or phone (952-838-1400). Library members assume full responsibility for issues not reported within the following time period:

- Pick-up: three days from the check-out date.
- Mail/shipping: seven days from the check-out date. (MyTurn will email a receipt at time of check-out, check spam folder.)

Members cannot check out any items if they have overdue items or unpaid fees/fines.

If any item contents are **damaged or lost**, return the packaging and all remaining contents available, including damaged contents. The member will be fined as necessary to restore the item to full functioning condition. ***If the restoration fine is 2 months past-due, PACER staff will begin collecting fines/fees by placing transactions on the payment card/method provided in the membership account.*** Members may request to pay fines by another method. Schools and organizations can request to be invoiced for fines and fees instead of providing a credit/debit card.

Members with **overdue items** will receive weekly email reminders from MyTurn (check spam folders) and additional reminders from library staff: one email and one phone call. Library members will be given a 4-week grace period for overdue items. ***After 4-weeks overdue, library members will start accruing late fees at a rate of \$2.50 per week for each item, not to exceed item's replacement cost. If the member's item(s) are 2 months overdue, PACER staff will begin collecting fines/fees by placing transactions on the payment card/method provided in the membership account.*** At 6 months overdue, unreturned library items will be considered as lost, the library member fined for restoration costs (minus late fees already paid), and payment collected through MyTurn by placing a transaction on the payment method on file in the account. \*Schools and organizations can request to be invoiced for fines and fees instead of providing a credit/debit card.

In addition to these Library Policies, members are required to read and agree to the Loan Liability Agreement.

### D. Copyright Compliance

The STC Library abides by all lending and copyright laws governing the unlawful duplication of copyrighted software, manuals, assistive technology devices, and otherwise. It is the member's responsibility to remove software from the computer hard drive before returning to PACER. It is illegal for members to copy software in any manner. Memberships will be terminated immediately for violating this policy and may be prosecuted by law.

### E. Liability Statement

In using STC Library items, members understand and agree that the item is provided "as is" without warranty. In no event shall the STC be liable for any consequential, incidental or special damages or injury arising from the use or inability to use items borrowed. We encourage you to purchase your own copy of a virus protection program.

**By signing the membership application form, you agree to abide by all STC Library membership policies. Members who fail to read or follow policy will have their memberships terminated.**

# PACER Simon Technology Center Lending Library Loan Liability Policy and Agreement

## Loan Liability Policy

- **Members of the PACER STC Lending Library are responsible for the condition of hardware and software that they borrow from PACER.**
  - Library item packaging has a label which lists all the included contents. In the event of missing, damaged or malfunctioning items or parts, you should contact library staff immediately for further instruction.
  - **To borrow library items members must have a current payment method entered in the account, such as a credit/debit card** (found in the “Payment method” tab). This confirms your commitment to return items to PACER in good condition. Credit/debit card information cannot be deleted while there are items checked out under the account. \*Schools and organizations can request to be invoiced instead of providing a credit/debit card.
  - **Library members are responsible for confirming the condition of library items they receive** and to immediately notify library staff of any missing, damaged or malfunctioning items. Library members assume full responsibility for issues not reported within the following time period:
    - Pick-up: three days from the check-out date.
    - Mail/shipping: seven days from the check-out date.
- In the event of lost, damaged, or unreturned items and/or parts, the **primary contact person on the library account will be responsible for paying any replacement/repair costs as necessary to restore the item to full functioning condition.**
  - The library member may request to pay or resolve the cost by a method other than the credit/debit card on file.
  - The prices of items are subject to change; replacement costs might be different than the item price listed in our library database MyTurn.
  - **If the library item(s) are 2 months or more overdue/unresolved, PACER staff will begin collecting fines/fees** (according to the library policies schedule for damaged/lost and overdue fees and fines) **by placing transactions on the payment card/method provided in the membership account, or sending a bill to the organization.**

## Loan Liability Agreements - I agree to the following statements:

- I have read, understand, and agree to abide by the Loan Liability Policies.
- I will use this device only for the specified purpose.
- I agree to pay/resolve replacement/repair costs to PACER Simon Technology Center for any lost, damaged, or unreturned items and/or parts.
- I understand and accept that if the borrowed library item(s) are greater than 2 months overdue/unresolved, PACER staff may place transactions on the payment method provided in the account, or sent an invoice to the school or organization, according to the library policies schedule for damaged/lost and overdue fees and fines.

**PACER Simon Technology Center Lending Library  
Loan Liability Policy and Agreement**

**Membership Information**

Membership ID: \_\_\_\_\_  
Organization \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone (\_\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_\_) \_\_\_\_\_  
Email \_\_\_\_\_

**Credit/Debit Card Information**

Visa       Master Card       Discover       American Express

Name on Card \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Card Number \_\_\_\_\_  
Expiration Date \_\_\_\_\_ 3-Digit Security Code \_\_\_\_\_

**For Schools, or Organizations Only (alternative to credit/debit card):**

**Person/department responsible for paying invoices/ billing statements:**

Organization \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PACER Staff Authorization

\_\_\_\_\_  
Date

**STAFF USE ONLY**

Member # \_\_\_\_\_

Renewal Date \_\_\_\_\_

Amount \$ \_\_\_\_\_

Cash     Check     Credit Card

Invoice     TIKES     Other \_\_\_\_\_

**Lending Library Membership Application**  
*PACER Simon Technology Center (STC)*

---

**CONTACT INFORMATION**

---

RESPONSIBLE PARTY (for any fines): \_\_\_\_\_

ORGANIZATION (if applicable): \_\_\_\_\_      **ISD:** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

HOME PHONE: (    ) \_\_\_\_\_      CELL PHONE: (    ) \_\_\_\_\_

WORK PHONE (    ) \_\_\_\_\_      EMAIL ADDRESS: \_\_\_\_\_

PREFERRED METHOD OF CONTACT: \_\_\_\_\_

---

**MEMBERSHIP INFORMATION**

---

The PACER Simon Technology Center’s Lending Library annual membership is available to anyone in the United States who has a disability or is assisting a person with a disability such as parents, guardians, professionals, schools, and organizations. Below are the six different types of library memberships that are available (choose only one). If applicable, make checks payable to: PACER Center.

I am renewing my membership and my membership ID number is: \_\_\_\_\_

**Memberships for residents of Minnesota:**

Free for **Minnesota families and consumers.**

**A child with a disability.**

Child’s name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Disability: \_\_\_\_\_

Child’s name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Disability: \_\_\_\_\_

Child’s name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Disability: \_\_\_\_\_

**A consumer with a disability.**

Consumer’s name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Disability: \_\_\_\_\_

Free for a **Minnesota individual professional.**

Professional job/ role/ title: \_\_\_\_\_

\$200 for **Minnesota schools and organizations.**

Professionals authorized to borrow items under this account:

\_\_\_\_\_

**Memberships for out-of-state members:**

\$100 for **out-of-state families, and consumers.**

**A child with a disability.**

Child's name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Disability: \_\_\_\_\_

Child's name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Disability: \_\_\_\_\_

**A consumer with a disability.**

Consumer's name: \_\_\_\_\_ Birth date: \_\_\_\_\_ Disability: \_\_\_\_\_

\$100 for an **out-of-state individual professional.**

Professional job/ role/ title: \_\_\_\_\_

\$250 for **out-of-state schools or organizations.**

Professionals authorized to borrow items under this account:

\_\_\_\_\_

---

**By signing below, I agree to assume responsibility for this library membership, including responsibility for any item that is lost or damaged while borrowed under my membership.**  
**By signing this document, I am also stating that I have read, understand, and will follow Library Policies.**  
**I acknowledge that failure to follow the Library Policies will result in membership cancellation.**

\_\_\_\_\_  
Responsible Party Signature

\_\_\_\_\_  
Date