



April 2021

Welcome to the Nishmas Miriam Jewish Children's Library of Cleveland! Below you will find the policies of the library. Please review them carefully.

Library members agree to adhere to all policies issued by the library and are responsible for all activities surrounding the use of their membership, including:

ANNUAL MEMBERSHIP FEE:

- Basic: **\$30** annual fee: **5 books** checked out at a time per membership
 - Intermediate: **\$40** annual fee: **10 books** checked out at a time per membership
 - Expanded: **\$50** annual fee: **15 books** checked out at a time per membership
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- Library membership is non-transferable and not refundable.
 - Membership may not be shared amongst more than one family, even relatives.

CHECKOUT/RENEWALS

- Each membership may check out up to 3 comic books, and up to 2 CDs at a time regardless of membership level.
- All books may be checked out for a two week period.
- 1 renewal (for an additional two week period) may be made either in person during library hours or by e-mailing the library (at info@jewishlibrarycle.com) 24 hours before the book is due, or if due on Sunday, before Shabbos. The email must include the adult member's full name and the Title of the book. If the email does not include all of the required information, or is not received in time, the book may not be renewed and late fees will apply.
- Once an item is renewed, the new due date will be 2 weeks from the date the renewal was processed (not 2 weeks from the original return date).
- Extenuating circumstances can cause late processing of renewals or check ins. Fines that accrue due to those instances are still the responsibility of the member.

BOOK RETURNS:

- Members are required to return all materials on time.
- Books can be returned in the Library during library hours or placed in the book drop located outside the library whenever the Library is closed.
- The book drop is **closed** during library hours. Books that are left in the drop box are only checked-in on the next scheduled library open day. If the books placed in the book drop are overdue, late fees apply for the days that they are in the book drop until the next open date.
- Books put in the drop box must be placed in a plastic shopping bag for protection. *See fine section below.



April 2021

- When the Library is closed for an extended period (ex: Yom Tov, midwinter break, etc) the drop box will be unavailable for usage, and it is the responsibility of the member to return all books prior to the extended closure.
- Late returns will be tracked and fees will be assigned to membership accounts by the software system. See fine schedule listed below.
- Books not returned more than 8 weeks past their due date will be considered lost and the replacement fee will be assigned to the member's account.

DAMAGES/REPLACEMENT:

- Members are required to return all materials in the condition they were received. Any damage that occurs, including torn pages, torn cover, writing on pages, etc is the responsibility of the member.
- Damage repairs may not be made by members, but rather library staff must be informed of the damages at the time of return. Please do not tape or repair the book independently.
- The appropriate fees (see table below) for any damages will be applied to the account of the last Member to take out that item unless the damage was brought to the attention of the Library (by email, voicemail, post-it on the book, or by telling the Librarian).
- A charge will be assessed for lost items or items damaged beyond repair.
- The Library reserves the right to determine the appropriate fee for any damages or to deem an item damaged beyond repair.
- Members who pay for damaged or lost materials will have overdue fines associated with the item waived. The library will not issue refunds for lost items that are subsequently found.
- Parents/legal guardians assume responsibility for the condition of items checked out by anyone listed on their member account, even if the parent/legal guardian was not present at the time of checkout.

FINES/FEES: Parents or legal guardians assume responsibility for fines and fees that accumulate from items checked out by children.

- **Failure to place books or Library items in a shopping bag while utilizing the Drop Box incurs a \$10 fine.**
- Library privileges will only be extended to accounts with fine balances less than \$10.
- The Library is not responsible for any fines or fees that have been assessed due to computer or human error.



April 2021

	Regular Books	Comic/Large Laminated Books	Children's Laminated Books	CDs
Fine Per Week Overdue	\$0.25 cents	\$1.00	\$0.25 cents	\$1.00
Replacement Fee	Book price + \$7 binding fee	Book price + \$16 binding and lamination fee	Book price + \$12 binding and lamination fee	CD: \$5.00 Case: \$3.00
Damages:	\$1	\$1	\$1	CD: \$5.00 Case: \$3.00

LIBRARY POLICIES:

- Any item that is left in the library will be held for thirty days. If not claimed, it will become hefker. This also applies to private books that are left in the library.
- The Library reserves the right to terminate a membership at any given time without reason.
- No food or drink will be allowed in the library at any time.
- Children under the age of 10 must be accompanied by an adult or older sibling/escort above the age of 14.
- Policies are subject to change at any time and communication to members will be made with reasonable effort.
- The goal of the Library is to offer reading material that is sensitive to our Torah values, however parental discretion is always recommended when choosing books.
- By signing up for the Library, Member agrees to receive text and email communications.

PARKING:

- ___ No library members may park in the Malcmacher's driveway, nor block the driveway in any way. Please be respectful of the neighbors' driveways as well.



April 2021

MEMBERSHIP FORM:

First Name:	Last Name:
Spouse/Other Adult Member First Name:	Last Name:
Street:	City/Zip:
Home Phone:	Cell Phone:
Email:	Membership level:

Please list all children who will be benefitting from the library so we can keep our resources relevant.

Child's Name*	Age & DOB	School



April 2021

***Only children listed may check out books.**

I agree to these terms and conditions, and will comply with all of the above:

Signature _____

Date _____



April 2021

RELEASE AND WAIVER

The individual named below (referred to as "**I**" or "**me**") desires to use the Jewish Children's Library of Cleveland (the "**Library**") located at 4513 Churchill Boulevard, University Heights, Ohio 44118 (the "**Premises**"), which Premises is owned by The Chanie Malcmacher Irrevocable QTIP Trust dated October 22, 2009 (the "**Trust**"). As lawful consideration for the Library permitting me to use the Library and enter onto the Premises and the intangible value that I will gain by using the Library, I agree to all the terms and conditions set forth in this Release and Waiver (this "**Release**").

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Library and the Trust, and their respective officers, directors, trustees, employees, agents, affiliates, members, successors and assigns (collectively, "**Releasees**"), arising out of or attributable to my use of the Library, whether arising out of the negligence of the Library or any of the other Releasees or otherwise. I covenant not to make or bring any such claim against the Library, the Trust or any of the other Releasees, and forever release and discharge the Library, the Trust, and all other Releasees from liability under such claims. This Release is binding on and shall inure to the benefit of the Library, the Trust and me and their/our respective successors, representatives and assigns.

[Signature Page Follows]



April 2021

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE LIBRARY, THE TRUST, AND THE OTHER RELEASEES.

I am the parent or legal guardian of the minor(s) named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver.

Signed: _____

Printed Name of Parent or Legal Guardian:

Printed Names of Minor or Minors:

Address:

Date: _____