



## TexShare Card Program Agreement

### Introduction

The TexShare libraries, adopting a common goal to promote and facilitate access to information, communication, and research among their communities, will extend free reciprocal borrowing privileges to each other's patrons, so they may have direct, personal access to materials that are not available at the home library. The covenants listed below are intended to accomplish this goal. This Agreement became effective March 10, 2000.

Several points should be emphasized before the covenants of this Agreement are set forth:

- The covenants are intended to be minimums. Any TexShare library is free to expand the privileges it wishes to offer, but it should not do so in the expectation that other libraries will do likewise.
- This Agreement is not intended to supplant other agreements between or among libraries, nor is it intended to be the only agreement of this kind which is permitted between or among libraries of like interest or common concern.
- It is hoped that the on site privileges extended to a borrower from another library will be as close as possible to the privileges the lending library extends to its own borrowers.
- This Agreement should in no way be interpreted as conferring rights on any borrower. The agreement is for privileges that may be revoked at any time by the borrower's home library or withheld by the lending library.

### THE AGREEMENT

#### 1. SCOPE

- A. The libraries to which this Agreement applies are the main and branch libraries constituting each TexShare library.
- B. The individuals to which this Agreement applies are the patrons of each participating TexShare library.
- C. The term patron refers to individuals identified and/or defined as such by their home library.

#### 2. PRIVILEGES

An eligible patron of a TexShare library may use the collections of any TexShare library on site, and, upon completion of the borrower's agreement and with proper identification, borrow materials that they may take away with them. Any individual known to have outstanding charges at his/her home library may be denied the right to participate in the TexShare Card program.

Participating libraries have agreed to honor the TexShare card. While libraries may implement their own policies and procedures for lending to TexShare borrowers, and may set different lending policies for these categories of users (public, undergraduate student, graduate student, faculty, staff), participants may not establish policies which have the effect of prohibiting use by patrons from any type of TexShare member library (academic or public).

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### 3. RESPONSIBILITIES OF BORROWERS

Eligible patrons will:

- A. Obtain and sign the TexShare Card which constitutes the agreement specifying the privileges and obligations associated with participation in the program and agree to comply with the terms and conditions of participation set out in the borrower's agreement.
- B. Present appropriate identification as required by this Agreement and the lending library.
- C. Observe the regulations of the lending library.
- D. Return materials in person, by first class, insured mail, or by the TEXpress courier service where available, within the loan period prescribed by the lending library.
- E. Return materials immediately in person or by a form of priority mail if recalled by the lending library.
- F. Pay fines or any other charges assessed by the lending library, including, but not limited to, charges incurred as the result of late return, damage, or loss of materials.
- G. Surrender the TexShare Card to TexShare library staff if requested.

### 4. RESPONSIBILITIES OF LIBRARIES

- A. Each library will maintain on the TexShare Web a current record of privileges and limitations applicable to this Agreement, including collections or types of materials not subject to the borrowing privileges conferred under this Agreement, so a prospective borrower may become acquainted with the regulations of the lending library.
- B. Eligible borrowers may request from their home library an authorized TexShare Card to present as identification at other TexShare libraries. Libraries may refuse to issue TexShare Cards to borrowers with outstanding charges at their home library or outstanding charges at any other TexShare library.
- C. Lending libraries will take available and appropriate actions, including timely notification to the home library, to recover payment from delinquent borrowers.
- D. Home libraries will employ available and appropriate means to recover payment from borrowers if lending libraries are unsuccessful in recovering such charges. Home libraries will take appropriate action with regard to delinquent borrowers, including suspension of privileges extended under this agreement or any other measures deemed appropriate and consistent with local library practice.
- E. If lending libraries fail to receive payment from borrowers for lost or damaged materials, home libraries will reimburse lending libraries for obligations outstanding longer than six months. Reimbursement will cover the cost of materials only.

### 5. IDENTIFICATION OF ELIGIBLE BORROWERS

Identification of patrons eligible for privileges under this Agreement will be by a TexShare Card. The expiration date is set by the home library, but is not to

exceed one year from date of issuance. The card will be signed by the director of the home library (or his/her designee) and the borrower. The lending library may also require other identification and may issue its own identification card to be used in conjunction with the TexShare Card. Borrowed items lent by the lending library after the expiration date established by the home library are the responsibility of the lending library.

#### 6. LIAISON AND PROBLEM RESOLUTION

Each library will appoint a liaison for the TexShare Library Card Program. Duties of the liaison include promoting the program locally, making available copies of the program's guidelines and other information, insuring that the library's policies with regard to this program are maintained on the TexShare Web, maintaining a supply of TexShare Cards, administering the program at the library, and resolving individual problems. Problems or issues of a broader scope should be resolved among library directors or their designees.

#### 7. REVIEW AND ASSESSMENT

Each library will maintain, to the extent possible, the following statistics:

- How many TexShare Cards did you give out to your library's patrons so that they could use other libraries?
- How many visitors from other libraries used their TexShare cards to register for borrowing privileges at your library?
- How many items did you circulate to TexShare visitors from other libraries?
- How many items did your library lose to TexShare visitors who did not return them to you?
- What was the total dollar value of the materials you lost to TexShare visitors from other libraries?
- For the items that your library lost to TexShare visitors who did not return them, how many were paid for by the visitors' home libraries?
- What is the total amount you received from other libraries in payment for materials you lost to TexShare visitors?
- How much did you have to pay to other libraries because your patrons used the TexShare Card to check out materials that they did not return?

This information will be reported annually to TexShare staff who will compile these statistics and issue reports on program use on an annual basis.

This Agreement will be reviewed annually by the appropriate TexShare Working Group. This group will make recommendations to TexShare staff on any needed modifications to the program.