



Fines, Fees and Overdue Materials

I. Fine Schedule

a. For materials returned after the due date:

Books	\$0.10/Day
Audiobooks	\$0.10/Day
Digital Yearbooks	\$0.10/Day
Video Games	\$0.10/Day
DVDs (10+ Hour Runtime)	\$0.50/Day
New Books	\$0.10/Day
CDs	\$0.10/Day
DVDs.....	\$0.50/Day
BluRays.....	\$0.50/Day
DVD/BluRay Combo.....	\$0.50/Day
iPads.....	\$10.00/Day
Magazines.....	\$0.10/Day
Headphones	\$0.00/Day
Kits/Equipment/Puzzles.....	\$0.10/Day
Interlibrary Loan Materials.....	\$0.10/Day

II. Maximum Fines for Materials Checked Out at the Library

- a. There is a maximum fine of \$5.00 per item for all types of materials.
- b. Maximum Total Fine Payment Agreement
 - i. The total fine (per card) will be reduced to \$25.00 if paid all at once, with the following stipulations:
 - 1. Payment must be made at the Cadott Community Library
 - 2. Fines will be reduced a maximum of four (4) times per card

3. Replacement fees, collection agency fees, and billing fees will not be reduced. This applies only to overdue fines.
4. Fines must be on Cadott only materials. Fines from other Libraries cannot be reduced or removed from the account.

III. Suspension of Library Card Privileges

- a. Library card privileges will be suspended until the resolution of any of the following conditions.
 - i. The customer has unpaid fines of \$10.00 or more
 - ii. If a check payment has been returned for Non-Sufficient Funds (NSF). The account will be suspended until a cash payment or money order is received, including a \$15.00 service charge.
 - iii. Court action has been initiated against the customer by any Indianhead Federated Library System member library.
 - iv. The customer has out of date information on their computer record.
 - v. The customer has one or more overdue Interlibrary Loan (ILL) materials.

IV. Overdue Notice Schedule

- a. Notices of late materials will be sent out according to the following schedule.
 - i. First notice will be sent to customers via their preferred method of contact after 7 days.
 - ii. Second notice will be mailed to the customer after 14 days.
 - iii. Replacement bills will be assessed and mailed to the customer after 28 days.

V. Lost or Damaged Materials

- a. Replacement Costs
 - i. Full replacement cost will be charged for any cataloged library materials that are lost OR damaged beyond repair (as determined by Library staff)
 - ii. Periodicals carry a replacement fee of \$5.00 each
 - iii. For other MORE Library materials the replacement costs will be determined by the owning Library. Payment must be made directly to the owning Library either by check or online through the MORE catalog.
 - iv. For Interlibrary Loan (ILL) materials the replacement costs will be determined by the owning library. Payment will be made directly to the owning library.
- b. Lost Materials if Found
 - i. Before Payment
 1. The replacement cost will be removed from the customer account when the lost material is returned.
 - ii. After Payment
 1. If a lost item is found and returned to the Library within 30 days after payment, the customer will get a refund through the Village Treasurer as long as the material is still in proper and usable condition as determined by Library staff. The Library receipt or

copy of a check must accompany the returned material in order to receive a refund.

- iii. No refunds will be given for payment of an iPad or other Library equipment as well as for the payment of an ILL material.

c. Damaged Materials

- i. If a material returns to the Library damaged and unable to immediately be returned to circulation, it is up to the discretion of the Library Director whether the customer will be charged a fee for the damage to the item. This will be done on a case-by-case basis.

- 1. There is a \$5.00 charge for any broken or lost locking DVD/CD/Blu-ray/Videogame case.

- ii. If a material is damaged beyond repair and the full replacement cost paid, the customer may keep the material upon request.

VI. Appeal of Library Charges

- a. If a customer feels as though they have been charged in error or have proof of extenuating circumstances and feels Library charges should be changed, they may appeal their charges with the Director of the Library. Charges may be upheld, reduced, or cancelled and are at the discretion of the Director.
- b. Fees incurred by other MORE member libraries can only be waived or disputed by the owning library.

VII. Continued Delinquency

- a. Customers who fail to return materials and/or pay for damaged materials may be subject to prosecution under section 943.61 Wisconsin State Statutes or may be referred to the Village Attorney's Office for Court action. When judgments are found in favor of the Library, the customer will be assessed court costs, plus an additional Library Delinquency Account Fee. The Library may also choose to use a collection agency to retrieve delinquent materials. Any costs to the Library may be passed on to the customer.

VIII. Bankruptcy

- a. The United States Bankruptcy Code generally permits individuals (debtors) to discharge much of their personal debt. Exceptions to the rule (or exemptions) include "fines" or penalties payable to a governmental unit which are not compensatory in nature or for actual loss. 11 U.S.C. Sec. 523(a)(7). Cadott Community Library is considered a governmental unit. Whether a penalty is exempt from discharge depends on whether the "fine" imposed is for compensatory reasons (e.g. replacement) or as a penalty. Under bankruptcy law, "fines" imposed for pecuniary loss are dischargeable but "fines" imposed as a penalty or a punishment are not.

Cadott Community Library will, upon receiving a bankruptcy discharge of debt notice from the US Bankruptcy Court, dismiss all charges on the account of the debtor that have been assessed for lost or damaged items and/or collection agency fees. All other "fines" will not be discharged and will remain on the account of

Cadott Community Library
Fines, Fees and Overdue Materials

the debtor within the guidelines of the Wisconsin Statute of Limitations. Similarly, charges for non-sufficient funds (NSF) will be discharged only if the original check was in payment for monies owed due to lost/non-returned or damaged materials. All other NSF check fees will not be discharged and will remain on the account of the debtor. The statute of limitations for non-dischargeable debt is two years. Sec. 893.93(2)(b), Wis. Stat. Therefore, it is permissible to go back as far as two years to the date that the debtor knew or should have known of the “fine” in determining what is still owed outside of a bankruptcy discharge.

History: Adopted 12-01-2006. Revised 10-01-2007, 12-16-2013, 09-14-2015