Reviewed and Approved: 06/21/2022

INDIAN RIVER AREA LIBRARY

Wi-Fi Hotspot Lending Policy

1. STATEMENT of PURPOSE

   The *Indian River Area Library* loans Wi-Fi hotspots for the purpose of providing patrons the ability to connect Wi-Fi enabled devices to the Internet. Hotspots provide Internet access to smartphones, tablets, and other wireless enabled devices through the cellular network. Service is dependent on the availability of the various cellular networks where the hotspot is being used. There are no data plan limits.

2. GUIDELINES for BORROWING and USE

   - You must be 18 years of age or older to borrow a Wi-Fi hotspot.
   - A valid Library card in good standing with current address on file and photo identification must be presented at the time of checkout.
   - You are limited to one (1) hotspot per account.
   - Items can be checked out for one week.
   - If you have placed a hold for a hotspot, after notification that the item is available, you will have 7 days to check out the item before your hold will be cancelled.
   - You may renew Wi-Fi hotspots pursuant to the Library lending policies and availability.
   - Wi-Fi hotspots must be returned on their due date to avoid fines.
   - Overdue Wi-Fi hotspots will be deactivated the day after they are due.
   - Wi-Fi hotspot should be kept in a temperature-controlled environment; do not leave them in a car.
   - Do not remove the SIM card from the hotspot for any reason.
   - The Library is not responsible for any liability, damages, or expense resulting from use or misuse of these devices, connection of the devices to other electronic devices, or data loss resulting from the use of these devices.
   - Users are encouraged to follow safe Internet practices.
   - The Library is not responsible for information accessed using these devices or for personal information that is shared over the Internet.
   - Any use of a device for illegal purposes, unauthorized copying of copyright-protected material in any format, or transmission of threatening, harassing, defamatory or obscene materials is strictly prohibited.
   - The Library reserves the right to refuse to lend a Wi-Fi hotspot to anyone who abuses equipment or is repeatedly late in returning electronic devices.
   - Tampering with Library equipment, including bypassing security functions, is prohibited.
   - Internet content filtering is provided through the Wi-Fi hotspot, as required by the Children's Internet Protection Act (CIPA).

3. FINES and LIABILITY

- The cost for unreturned items is $10/day, up to a maximum of replacement cost.
- Replacement costs will be assessed for any lost or unreturned devices, charging cable and/or carrying case.
- All components of the Wi-Fi hotspot kit must be returned in order to be considered fully checked-in from your Library account.
- Items MUST be returned to the location where you checked them out. They cannot be returned to other libraries.
- DO NOT put the Wi-Fi hotspot kits in the book drop box. If the item is returned in the book drop box, a $10 fee will be charged. If the item is returned in the book drop box and broken, a replacement cost fee will be charged.
- Patrons with an overdue hotspot will be fined and referred to a collections agency pursuant to Library policy.

4. ADDITIONAL WI-FI HOTSPOT REQUIREMENTS

- Wi-Fi hotspots work on the cellular network. If you do not have cellular coverage, the Wi-Fi hotspot will not connect.
- The Wi-Fi hotspots are password protected.
- All Wi-Fi hotspot kits contain a member agreement with the loan information and fines & fees. By checking out a Wi-Fi hotspot, you will be deemed to have agreed to the terms and conditions of this Policy as well as the member agreement.

INDIAN RIVER AREA LIBRARY
LENDING GUIDELINES AND AGREEMENT
LIBRARY OF THINGS

Lending Agreement

- To abide by all *Indian River Area Library*'s lending guidelines as stated above.
- To pay all fines stated above.
- To pay entire replacement costs or repairs should the Thing be damaged, lost, or not returned.
- Michigan Penal Code, Act 328 of 1931, MCL 750.362 and 362a, provide that any person who converts for their own use or fails to return rented tangible Library property shall be guilty of larceny, and be prosecuted for a misdemeanor. **Initial here _____**

In being permitted to borrow the Thing I hereby voluntarily waive, release, and discharge and covenant not to sue the *Indian River Area Library*, its respective successors, officers, agents, employees, and volunteers (hereafter referred to as "Releasees") from any and all claims, actions, or demands of any kind, nature and description, including claims or actions for damages for death, personal injury, or property damage and from any and all liabilities, damage, injuries, action or causes of action either at law or in equity, whether caused by any defect in the Thing, negligent act or omission of the Releasees, or otherwise arising out of or in any way connected with my borrowing the Thing. This is a legally binding Release, Waiver, Discharge, and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releaser, on my behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns.

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Print Name

_____

Library Card #

_____

Signature

_____

Date

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