

## **INTERNET HOTSPOTS USE AGREEMENT MONTEREY PARK PUBLIC LIBRARY**

In consideration of being permitted to use and to check out the City of Monterey Park's internet hotspots at the Monterey Park Bruggemeyer Library ("internet hotspots"), and all purposes associated with such use including, without limitation, using computers and accessing the internet, I agree, on behalf of myself and my minor child (if any) to the following:

1. I agree and represent that I have read, understand, and agree to the Library's rules and policies regarding use of the internet hotspots that are set forth below. I understand that if I, or my minor child, violate these rules and policies, then the Library may revoke or suspend my privileges to use internet hotspots. Should the nature of the violation threaten the security of the City's IT Resources, disrupt other library users, interfere with staff performance of their normal duties, appear to be deliberate or occurs repeatedly, I may lose all library and IT Resources access privileges for a period to be reasonably determined by the City Librarian. I understand that I may appeal the loss privileges to the City Manager in person or in writing. The City Manager will be the final decision-making authority.
2. I release, waive, discharge, and covenant on behalf of myself and my minor child not to sue the City of Monterey Park, its elected and appointed officials, agents, volunteers, and employees ("Releasees") from all liability to me, or my child, for any loss or damage, and any claim or demands on account of personal or property injury, whether caused by Releasees' negligence or otherwise, while I, and my child, use the internet hotspots.
3. I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

### **INTERNET HOTSPOT USE RULES**

- Patrons 18 years of age and older may borrow internet hotspots for up to 3 weeks (21 days).
- Internet hotspots will be circulated on a first-come, first-served basis. Holds cannot be placed on hotspots. No renewals are allowed.
- A valid Monterey Park Bruggemeyer Library card must be presented at the time of checkout. Borrowers must be in good standing with a current address on file.
- Hotspots must be checked out from and returned to the Circulation Desk.
- Users will not alter the hotspot device in any way.
- Users must abide by the Library's Computer and Internet Policy.
- Users must accept full responsibility for the hotspot. The device will be turned off and wireless service will be terminated remotely if the device is not returned on the due date.
- Users are liable for replacement costs as follows:

Replacement costs: Internet Hotspot: \$80; Charging cable: \$16; Case replacement: \$4.90.

If a borrower loses or does not return the hotspot, the cost for the entire item is \$100.90.

- I agree not to erase, copy, record over or otherwise modify library software or equipment. I will be held accountable for damages and repairs to the equipment if I fail to comply.
- I will report any equipment or software problem immediately to Library staff.
- I understand that due its constantly changing nature, the Library cannot monitor information on the Internet. Moreover, the Library is not responsible for any materials or information that may be available on the Internet including, without limitation, its accuracy, veracity, or content.
- I understand that the Library does not use filtering software to block access to Internet sites. I also understand that the Internet contains material that is controversial and intended only for adult viewing. Accordingly, I agree that I am solely responsible for my, and my minor child's, use of the Internet and that the Library assumes no responsibility for monitoring the content of such access.
- I understand that, in addition to having my privileges revoked or suspended, I may be held criminally and civilly liable for using the IT Resources to conduct illegal activities, seek access into unauthorized areas, interfere with or disrupt other network users, services, staff performance, or system security is prohibited.
- I agree that I may not load my own software onto the Library's computers nor download software from the Internet or any other source.
- I understand that I am solely responsible for complying the Copyright laws and that I will be required to indemnify and defend the Library to the extent set forth above should I violate any intellectual property law while using the Library's resources.

By signing this Agreement, I agree that I have read and understand this Agreement, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. I agree that I may be held accountable for any violation of the foregoing rules by my minor child.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

<p><b>STAFF USE ONLY</b></p> <p>Library Card Number: _____</p> <p>Witnessed by: _____</p> <p>Date: _____</p>
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