



# Hastings Public Library

## Lending Guidelines

### Library of Things WiFi Hotspots

#### Guidelines for Borrowing and Use

- WiFi Hotspots may only be checked out at one of the staff desks or via the drive-thru, not at self-checkout.
- There is no cost to borrow a Hotspot, but overdue fines do apply; see below.
- **Hotspots MUST be returned to the Hastings Public Library (HPL) at a staffed desk or via the drive-thru.**
  - Hotspots returned at other libraries are subject to a \$20 fine.
  - Patrons who return Hotspots to other libraries twice will be blocked from future Hotspot checkout.
- **Only HPL patrons may check out Hotspots.** A valid HPL library card, including non-resident cards, with no outstanding fines over \$10.00 is required to borrow a Hotspot. **Borrowers must be 18 years or older.**
- *A valid Government issued ID with picture and current address must also be presented at checkout along with a library card. The address on the ID and in the library records must match.*
- Borrowers must understand and sign the accompanying agreement in the presence of library staff before a Hotspot can be checked out. Once signed, the agreement is kept on file for future checkouts.

#### Checkout Limits

- **Hotspots may be borrowed for a limited timeframe subject to change by the Library.** As of 12/31/2020, checkout is limited to 1 week.
- Hotspots may not be renewed.
- **Only one Hotspot may be checked out to a single family/address at a time.**
- **Patrons may have to wait for a period of weeks (subject to change) after returning a Hotspot to check out another one.** As of 5/15/2021, this waiting period is 1 week.

#### Fines and Liability

- **The overdue fine on a Hotspot is \$1.00 per day.**
- **Hotspots will be deactivated immediately once overdue.**
- It is the borrower's responsibility to protect the Hotspot against loss or damage.
- The Borrower is solely responsible for the Hotspot and will be billed for the replacement cost associated with damage or loss of the Hotspot and/or its components and accessories.
- If a Hotspot is more than 5 days overdue, it is considered lost and the borrower will receive a bill to cover the replacement cost plus a \$5 processing fee. If the Hotspot is then returned in good condition, the replacement fee will be removed from their record, but they will be charged up to a maximum of \$50 in overdue fines.
  - Replacement cost includes \$62.00 for the hotspot (including power adaptor and wall charger), \$15.00 for the case and \$5.00 for documents, a total of \$82.00
  - The power adaptor and wall charger alone are \$15.00.
- Do not remove the SIM card or the HotSpot will be considered damaged and the entire replacement charge will be assessed.
- Hotspots must be returned in the same condition and in the case in which they were checked out in.
- **The Library has one week to inspect and check-in a Hotspot and assess any necessary fines for loss or damage.** No overdue fines will be assessed if the Hotspot was returned on time to an HPL desk, but checked in after the due date.



## Hastings Public Library Lending Guidelines Library of Things Hotspots

### Care and Operation

- The Hotspot may only be used and operated in compliance with Hastings Public Library policies and manufacturer's guidelines.
- Hotspots only work on the Sprint/T-Mobile wireless network. Check their coverage map at <https://coverage.sprint.com>.
- Borrower shall not make any modifications or alterations to the Hotspot.
- As with any electronic device, do not leave the Hotspot in a hot vehicle for an extended period of time.
- Do not remove the SIM card for any reason.
- If the Hotspot prompts you to update its software, you may do so.
- If download speeds slow significantly, try waiting a few minutes or even powering the Hotspot off. Periodically, there may be heavy network congestion and you might have to wait until the congestion period is over before the device works properly.
- Do not leave the Hotspot plugged in. Once it is fully charged, unplug it and let the battery run down before charging again. Please return the Hotspot fully charged and turned off.

### Disclaimer

- The Hastings Public Library is not responsible for information accessed using this device or for personal information that is shared over the Internet.
- The Hastings Public Library is not responsible for the loss of data while using this equipment.
- Hotspots operate on the Sprint cellular network. Sprint reserves the right to slow connection speeds during high network usage timeframes. The Library is not responsible for, and does not guarantee Hotspots will always connect to the internet or download and upload at any specific speed.
- Hotspot users are encouraged to follow safe Internet practices.
- The Library is not responsible for any computer viruses or other malware that may be transferred to user devices, including computers, tablets, phones or other internet connected devices, due to use of this Hotspot to connect to the internet.
- Tampering with library equipment, including bypassing security functions is prohibited.
- Patrons must abide by the Hastings Public Library Internet Policy when accessing the internet through our WiFi or if using a Hotspot on library property.

# Hastings Public Library Hotspot Lending Agreement

## Borrower agrees:

- To abide by the Hastings Public Library lending guidelines.
- To pay all fines and/or replacement costs as stated in the lending guidelines should the Hotspot or its components and accessories be lost, damaged, or not returned.
- To return Hotspots clean and in the same condition as when they were checked out.
- 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 Hotspot I hereby voluntarily waive, release, and discharge and covenant not to sue the Hastings Public Library, its respective successors, assignees, 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 Hotspot, negligent act or omission of the Releasees, or otherwise arising out of or in any way related to or connected with my borrowing the Hotspot.

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns.

|            |           |                |
|------------|-----------|----------------|
| _____      | _____     | 21348          |
| Print Name | Signature | Library Card # |
| _____      | _____     |                |
| Phone      | Date      |                |

This agreement will be kept on file at the Hastings Public Library.

The above borrower will be able to check out hotspots without completing another agreement so long as they remain in good standing with the Library.

Staff Initials: \_\_\_\_\_

Hotspot lending was made possible with assistance from Friends of the Hastings Public Library and the following:

