

Laptop Lending Program Requirements, Agreement and Waiver

Requirements

- Borrowers must have a valid Phoenix Public Library account, and either a current government issued photo identification or proof of their current address must be presented at time of checkout.
- The Phoenix Public Library account holder must be in good standing, including current address and contact information, fees not exceeding \$25, and not in collections.
- The Library account holder must be 18 years of age or older to checkout a laptop on their card.
- The Phoenix Public Library account holder must read, understand, and sign this agreement at the time of each laptop check out.
- Laptops cannot be reserved/held or renewed.
- Laptops may only be checked out for 3 weeks at a time.
- Laptop and charging cord must be returned to the same location from where it was checked out, directly to a library employee during library hours of operation.
- Laptops should **not** be returned in the book drop for any reason. Borrowers will be billed for resulting damage to the laptop and charging cord and may be denied future laptop checkout.
- Laptops will be restored to their original condition after every reboot; it is the responsibility of the user to save their files and information.
- Laptops will be disabled and wiped after the due date.
- Customers will continue to receive overdue notices, if applicable. If the laptop is not returned on the 36th day of being overdue, a police report will be filed to initiate laptop recovery.

Replacement Fees

The borrower is responsible for costs associated with damage, loss, or non-return of the laptop and charging cord. The borrower will be billed for the replacement fee of the laptop or charging cord. Accounts billed for a laptop that have not been returned may be submitted for collections and the account charged an additional \$15.00 non-negotiable collection fee.

Laptop: \$550

Laptop Cord: \$40

Agreement and Waiver

- **THIS IS NOT YOUR PERSONAL COMPUTER.** Please avoid entering personal identifying information (such as your SSN) and other sensitive personal and financial information (such as your credit card or personal health information) on the laptop. Any data you enter into the laptop may be accessed by City staff or a third-party after you return the laptop to the Library. By using the laptop, you agree to not hold the City and its employees responsible for any damages or harm caused to you by the release of any data you entered into the laptop.

Laptop Lending Program Requirements, Agreement and Waiver

- **THE CITY WILL COMPLY WITH ALL LAWFUL REQUESTS TO ACCESS THE DATA ON THE LAPTOP.** The City will comply with all lawful orders to access the data on the laptop (such as a subpoena, research warrant).
- **YOUR DATA IS YOUR RESPONSIBILITY.** The City is not responsible for any data you enter into the laptop and will not respond to requests from you to retrieve your data after you return the laptop to the Library.
- **DO NOT INSTALL OR DOWNLOAD SOFTWARE.** You will be responsible for the City's cost of removing any software you installed and for any damages caused by the unauthorized software.
- **PLEASE DO NOT USE THE LAPTOP TO ENGAGE IN ILLEGAL ACTIVITIES.** Law enforcement will be alerted if evidence of illegal activity is discovered on the laptop after you return it to the Library.
- **THE CITY IS NOT RESPONSIBLE FOR LOSS OR DAMAGES DUE TO LAPTOP MALFUNCTION.** The City will not be responsible for any personal, financial, or other loss caused by the malfunction of the laptop.
- **ONLY YOU AND YOUR CHILDREN IN YOUR HOUSEHOLD MAY USE THE LAPTOP.** Please do not allow another adult in your household to use the laptop.
- **MONITOR YOUR CHILD'S USE.** You are solely responsible for your child's use of the laptop. The City will not be responsible for any content received or posted by your child using the laptop, or any charges incurred by online purchases your child makes.
- **CITY'S OBLIGATIONS ARE LIMITED.** The City's obligations are limited to providing laptops and charging cords.
- **MISCELLANEOUS.** This form is the entire agreement between the City and the laptop borrower and no provision will be waived or modified. This agreement shall be governed by the laws of the State of Arizona.

By my signature, I agree to the City of Phoenix Laptop Lending Requirements, Agreement and Waiver:

Borrower's Signature

Date Signed

Printed Name

For Phoenix Public Library staff use only:

Record ID: _____

Asset ID: _____