WiFi Hotspot 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 hotspot on their card.
- The Phoenix Public Library account holder must read, understand, and sign this agreement at the time of each hotspot check out.
- Hotspots may only be checked out for three weeks at a time.
- Hotspots cannot be renewed.
- Library account holders are eligible to place a hold request for a hotspot. Patrons are limited to one hotspot hold request on an account at a time. Upon fulfillment of the request the account holder will have 10 days to check out the hotspot from the library selected for pickup.
- A maximum of 5 devices can connect to the hotspot at one time.
- Hotspot and charging cord must be returned to the same location from where it was checked out, directly to a library employee only during library hours of operation.
- Hotspots should ***not*** be returned in the book drop for any reason. Borrowers will be billed for resulting damage to the hotspot and charging cord and may be denied future hotspot checkout.
- Customers will continue to receive overdue notices if applicable. If the hotspot is not returned on the 45th day of being overdue, the customer will be charged for the device and any peripherals.
- Hotspots will be disabled after the due date.
- Upon return of a device, immediate checkout of the same device is not guaranteed and is subject to availability and maintenance protocols.
- Specific models cannot be requested by customers or assigned by staff.

Lost/Damage Fees

The borrower is responsible for costs associated with the damage, loss, or non-return of the hotspot and related components and will be billed a total Flat Device Fee of $25.01 for any and all missing parts.

Abuse of device borrowing privileges may be subject to suspension of privileges at library manager discretion.

Agreement and Waiver

- **THIS IS NOT YOUR PERSONAL HOTSPOT.** 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) while using the hotspot. Any data you enter while using the hotspot may be accessed by City staff or a third-party after you return the hotspot to the Library. By using the hotspot, 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 while using the hotspot.
- **THE CITY WILL COMPLY WITH ALL LAWFUL REQUESTS TO ACCESS THE DATA ON THE HOTSPOT.** The City will comply with all lawful orders to access the data on the hotspots (such as a subpoena or search warrant).
- **COMPLIANCE WITH ALL APPLICABLE LAW.** You will comply with all federal, state, and local laws and regulations (including any applicable City of Phoenix Library Policies) when using the hotspot.

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- **YOUR DATA IS YOUR RESPONSIBILITY.** The City is not responsible for any data you enter while using the hotspot and will not respond to requests from you to retrieve your data after you return the hotspot to the Library.
- **HOTSPOT WIRELESS NETWORK IS OPEN, THEREFORE INHERENTLY UNSECURED.** Unauthorized third parties may steal the data transmitted or received using the hotspot. By using the hotspot, you have agreed to not hold the City liable for any data loss or data breach caused by the use of the hotspot. You should avoid using the hotspot to access online banking and other websites containing sensitive personal information.
- **BACKUP YOUR FILES.** The City will not be responsible for any loss of data, corrupting your storage device, or transmitting computer viruses to your personal device.
- **PLEASE DO NOT USE THE HOTSPOT TO ENGAGE IN ILLEGAL ACTIVITIES.** Law enforcement will be alerted if evidence of illegal activity is discovered on the hotspot after you return it to the Library.
- **THE CITY IS NOT RESPONSIBLE FOR LOSS OR DAMAGES DUE TO HOTSPOT MALFUNCTION.** The City will not be responsible for any personal financial, or other loss caused by the malfunction of the hotspot.
- **ADDITIONAL SERVICE CARRIER RESTRICTIONS.** The third-party hotspot service carrier may have additional requirements and restrictions for the use of the hotspot (such as Children's Internet Protection Act (CIPA) compliant content filter, data limit, network coverage, signal strength, etc.). The City cannot alter the requirements and restrictions imposed by the service carrier. Please see https://www.phoenixpubliclibrary.org/services/computers-internet for all third-party carrier requirements and restrictions.
- **ONLY YOU AND YOUR CHILDREN IN YOUR HOUSEHOLD MAY USE THE HOTSPOT.** Please do not allow those outside your household to use the hotspot.
- **MONITOR YOUR CHILD'S USE.** You are solely responsible for your child's use of the hotspot. The City will not be responsible for any content received or posted by your child using the hotspot or any charges incurred by online purchases your child makes.
- **CITY'S OBLIGATIONS ARE LIMITED.** The City's obligations are limited to providing hotspots and charging cords.
- **PLEASE USE THE HOTSPOT RESPONSIBLY.** This hotspot service is provided for the benefit of you and many other Phoenix Library customers. Responsible use of this hotspot service will allow the City to continue to provide this vital service to your fellow library customers.
- **MISCELLANEOUS.** This form is the entire agreement between the City and the hotspot 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 Hotspot Lending Requirements, Agreement, and Waiver:

_____ _____

Borrower's Signature Date Signed

_____

Printed Name

For Phoenix Public Library Staff Use Only:

Record ID: _____ Asset ID: _____