



100 N Osceola Avenue
Clearwater, FL 33755
(727) 562-4970
myclearwaterlibrary.com

Wi-Fi Hot Spot Use Policy

Purpose: The Clearwater Public Library System (the “Library”) lends Wi-Fi Hot Spot device(s) (“Hot Spot”) to adult patrons (the “Borrower”) in good standing for personal use.

Policy: The Borrower must be aged 18 or over to check out a Wi-Fi Hot Spot from the Library.

By taking possession of a Hot Spot, the Borrower is certifying that he or she is capable of using it in a safe and proper manner. A user guide is included with the Hot Spot.

The lending period for Hot Spots is 14 days. The Borrower may check out one (1) Hot Spot per household. Hot Spots may be renewed only one (1) time and only if there are no holds pending. The Library reserves the right to refuse or limit renewals and will do so based on demand.

Hot Spots may be reserved by calling or visiting the Library. Reservations are not available online. If a patron currently has a Hot Spot checked out, they must return that Hot Spot before reserving another one at the same location.

Any Hot Spot borrowed must be returned to the library location where it was first checked out by close of business on the assigned due date. Hot Spots must not be returned in any outside drop box. Because Hot Spots must be serviced after each use, they may not be immediately available for checkout upon return.

The Library will shut off Wi-Fi service on Hot Spots and the Borrower will be responsible for the full replacement and processing costs of Hot Spots not returned after four (4) days of the due date. The Library will charge a replacement fee of \$20.00 for a lost or damaged charging cable, \$20.00 for a lost or damaged carrying case, and \$75.00 for a lost or damaged Hot Spot.

Any outstanding fees must be paid in full before the Borrower may borrow additional items.

All items are to be returned in the same (or better) condition as they were issued, excluding normal wear and tear. The Borrower agrees to pay for the loss of or damage to borrowed items and further agrees to accept the Library’s assessment of the condition of items and to further agree to the Library’s assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the item. Borrowers who do not pay replacement costs will not be able to check out additional items.

The Library reserves the right to use appropriate steps to retrieve delinquent items or unpaid fees, including the use of a collection agency and/or legal action, and assess the delinquent Borrower with the costs of any such action, including reasonable attorney's fees and costs. The Library also reserves the right to forgive fees due to special circumstances.

The Library is not responsible for any loss of information or damage to a device that may result from using a Hot Spot, wireless network, or power sources.

Wireless networks are subject to security risks. The Library recommends utilizing encryption, virus protection, and personal firewalls to protect information. The Library is not responsible for compromised personal information, damaged or corrupted user equipment and configurations, internet and personal security, or personal data files.

Hot Spots are reliant on Sprint network coverage; not all areas may be covered. Roaming has been disabled.

The network is filtered by the service provider according to Child Internet Protection Act (CIPA) guidelines. Some websites may be blocked.

By choosing to log onto the Wi-Fi network provided by the Library via Hot Spots, users agree to abide by the [Library Code of Conduct](#), [Internet Use](#), Wi-Fi Hot Spot Use policies, and State and Federal law.

The Borrower agrees that the Library is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed Hot Spots.

The Borrower agrees that if a borrowed Hot Spot becomes unsafe or in a state of disrepair, he or she will immediately discontinue use of the item and notify the Library of the issue on return, if not earlier.

The Library reserves the right to refuse the loan of any item and to alter or amend any of the rules, terms, or conditions included in this agreement at its sole discretion.

I affirm that I have read and fully understand the policies concerning Library Hot Spots, and I understand that failure to comply with any of these policies may result in revocation of my borrowing privileges and/or legal action against me. I have read and signed this document, relinquishing any and all claims against the city, its officers, agents, and employees.

I affirm that by signing this document, I fully understand and acknowledge that I am relying wholly upon my own judgment, belief, and knowledge of the circumstances involved in my borrowing Library hot spots, and that I have read this statement, understand its contents, and voluntarily executed it of my own free will and choice.

Signature: _____ **Date:** _____

Name (print name): _____