Device Usage Agreement

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Library Card Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Indicate agreement with the following statements by initialing on each line after reading:

\_\_\_\_ I agree to keep this device in my custody and will not lend, loan, or otherwise provide it to any other person.

\_\_\_\_ I agree not to use this device to violate any State or Federal laws, including but not limited to trademark, copyright, patent, libel, slander, or privacy of electronic data communication. If I use the device in a manner described above, I agree to defend, indemnify, and hold CHCPL harmless from any and all claims based on or related to the use of the device, including but not limited to, liability for property damage and claims of third parties.

\_\_\_\_ I agree to hold CHCPL harmless from any claims I may have arising from the disclosure to any governmental entity related to my use of the device.

\_\_\_\_I will inform CHCPL immediately of any problems, malfunctions, damages, and loss or theft of the device, and agree to assume all responsibility for any damage, loss, or theft of the device during the loan period. All costs associated with the loss, theft or damage of the device while on loan to me shall be my responsibility and shall be billed to my account. In case of theft, I am responsible for contacting local law enforcement, and must show proof of the theft of the device in a police report before the library will consider waiving the lost item fee.

\_\_\_\_I agree to return the device and all included accessories to CHCPL within the checkout period and all components must be in the same condition as on the loan date. Devices must be handed to a circulation clerk and not placed in the book drops.

\_\_\_\_No data should be stored on a device’s hard drive. All files stored locally will be deleted upon shutdown and/or on return of the device or when it is rendered inoperable after you loan period has expired. CHCPL is not responsible for any loss of data or any problems arising from this.

\_\_\_\_I will personally inspect this device before taking possession of it and only remove it from the circulation desk if I have found it to be in good condition. If the device is not returned to CHCPL on or before the date indicated on my checkout receipt, the device will be rendered inoperable. If the device is not returned within 14 days of the original due date it will be reported to law enforcement as stolen.

\_\_\_\_I will be asked to complete a survey about my usage of this device when I return it. A survey will be provided at checkout and I may complete the survey prior to arriving at the library to return this device. If I have not already completed the survey, the library staff will ask me to complete the survey before they will accept the return. Survey information will be collected to help Library personnel improve services and/ or to fulfill grant requirements, all information obtained from the survey will be kept confidential.

\_\_\_\_Devices returned with damage deemed to be directly caused by the patron will be charged to the patron’s account up to the replacement cost of the device.

\_\_\_\_I agree that CHCPL has the right to revoke my device borrowing privileges at any time for damage to a device while it is checked out to me or for my failure to return the device by its due date.

\_\_\_\_Devices not returned within seven days of the agreed upon return date will result in a reminder letter being sent and devices not returned within 14 days are considered stolen property and may be reported to the proper authorities as such.

Patron Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Survey:**

Yes\_\_\_\_\_\_\_\_ No\_\_\_\_\_\_\_\_\_ Did this device help you to access the internet outside of the library?

Yes\_\_\_\_\_\_\_\_ No\_\_\_\_\_\_\_\_\_ The devices are part of a grant that allows the library to offer Business Center Services. Are you interested in hearing more about these free services?

Yes\_\_\_\_\_\_\_\_ No\_\_\_\_\_\_\_\_\_ Do you plan to check out another device from the library in the near future?