

Betsie Valley District Library Hotspot Checkout Responsibility Policy and Agreement

Adopted March 8, 2022

Purpose

The Betsie Valley District Library persistently works to update their services to best support their users and community. In working to provide technology access, the Library Board has moved to allow eligibility for Hotspots to circulate to our patrons. The purpose of this agreement is to provide clarity on the rules and guidelines applied to this resource.

Patrons may check out a **Kajeet SmartSpot**, a filtered Wi-Fi hotspot that enables you to connect your mobile devices (e.g. laptop, smartphones, tablets, etc.) to the Internet. The Kajeet SmartSpots allow the Library to provide cost-effective educational broadband service to under-served populations. Library patrons can check out a Wi-Fi hotspot to complete homework assignments, apply for jobs or conduct business even in areas not served by hardwired broadband connections.

The BVDL received funding from the federal Emergency Connectivity Fund (ECF) to supply Hotspots to our patrons through a grant applied for by the Mid-Michigan Library League. **Any ECF supported equipment and services can only be provided to patrons who declare they do not have access to the equipment or services sufficient to access the internet.**

This agreement must be filled out for each checkout, regardless of previous checkouts.

Eligibility

Hotspots are available for check out to patrons who meet all of the following requirements:

- Patrons must be aged 18 or older, with a BVDL account that is in good standing (no fines/and or fees for lost and/or damaged items charges over \$5) or other notes. Patrons must present their current Driver's License or State ID at time of check out.
- Patrons must also read and sign this agreement in order to be eligible.
- Patrons wanting to checkout a Hotspot must have a Library account in good standing for a least 30 days and live within the Betsie Valley District Library service area (within Benzie County or Manistee County).

Patron Responsibility

- Patrons checking out a Hotspot are subject to the Betsie Valley District Library's Hotspot Checkout Responsibility Policy and Agreement.
- Hotspot borrower agrees to assume responsibility for proper use and care of Library equipment and for returning the Hotspot and its accessories, in the same condition as when checked out. Any equipment malfunction shall be reported immediately to Library staff.
 - o Immediately is defined as within 24 hours of checkout.
 - o Notification of equipment malfunction may be done in-person or by phone, email, or Facebook direct message.
- When the checkout period is over, the borrower shall return the mobile device and all accessories to the Library circulation desk. **DO NOT RETURN HOTSPOT TO THE LIBRARY'S DROP BOX. This may result in a loss of privilege in the future. If a Hotspot is returned in the Library's drop box, a \$10.00 fee will be charged to the patron.**
- Hotspots are for the patron's use to access the Internet. It may not be loaned to another person. The patron account holder is the one responsible for the Hotspot
 - Theft or damage to a Hotspot may be reported to law enforcement authorities and result in criminal and/or civil penalties. Patrons may also be responsible for paying full replacement cost for the device.

- If the Hotspot is stolen, the patron should notify Library staff and together, file a police report.
- Theft or damage to a **Hotspot** or power cord or wall adapter or case may result in patrons being charged for the replacement cost of the items.
- Wi-Fi hotspot and laptops should be kept in a temperature-controlled environment; do not leave them in a car. Do not remove the SIM card from the hotspot for any reason.
- The Library is not responsible for any liability, damages or expense resulting from use or misuse of these devices, connection of the devices to other electronic devices, or data loss resulting from use of these devices.
- Users are encouraged to follow safe Internet practices.
- The Library is not responsible for information accessed using these devices or for personal information that is shared over the Internet.
- Any use of a device for illegal purposes, unauthorized copying of copyright-protected material in any format, or transmission of threatening, harassing, defamatory or obscene materials is strictly prohibited.
- The Library reserves the right to refuse to lend a Hotspot to anyone who abuses equipment or is repeatedly late in returning electronic devices.
- The Library is not responsible for any computer viruses that may be transferred to user storage devices.
- Tampering with Library equipment, including bypassing security functions, is prohibited.

Hotspot Filtering

- The Hotspots are Kajeet Smartspot V400/055 models. They have filters installed on them. The filters are as follows:

Kindergarten to 8th Grade

9th to 12th Grade

Adult

- At the time of checkout, the adult patron can ask which filter will be activated for their checkout. Patrons are responsible for their minor children's usage of the Hotspot. In the event a person under the age of 18 utilizes the Hotspot, a parent or guardian shall be present and monitor the individual's access to the internet via the Hotspot.

Hotspot Checkout Loan Periods/Fines

- Hotspots borrowed from the Betsie Valley District Library will be checked out for a seven-day loan period, devices can't be renewed online or over the phone. The Hotspot will need to be returned to the Library. If no other patron is needing the device, it may be checked out again. However, a new agreement must be signed by the patron. The Hotspot's service will automatically be shut off at the end of the seven-day period. A fine of \$5.00/ day will be charged for each day the Hotspot is late, with a maximum of \$20.00 charged. If the Hotspot is not returned within fourteen days of the due date, the Hotspot will be assumed lost, and the patron will be charged with the replacement of the item.
- This fine will block the patron from borrowing other materials.
- Once the Hotspot is returned all late fines will be forgiven.
- Charges for equipment will be for the full replacement cost at the time of loss or damage of the Hotspot.
- Hotspots can be reserved by telephone, email, or Facebook messaging.
- Hotspots must be checked out at the Betsie Valley District Library circulation desk.
- If you have placed a hold for a Hotspot, after notification that the item is available, you will have 2 days to check out the item before your hold will be cancelled.
- Only one Hotspot can be checked out per shared account holders (or household).

User Privacy

The Betsie Valley District Library protects the privacy of Library records and the confidentiality of patron use of the Library as required by relevant laws. In addition, BVDL supports the principle of freedom of inquiry for Library patrons, and has adopted policies to protect against the unwarranted invasion of the personal privacy of Library users. Records of patron use of Library resources, materials, or services are confidential per Act 455 of 1982 THE LIBRARY PRIVACY ACT (397.601 - 397.606). In general, they may not be disclosed except by court order or to persons acting within the scope of their duties in the administration of the Library or the Library system. By checking out an ECF funded Hotspot, circulation records that include the user's name, date of checkout, date of return, model number and serial number of Hotspot may be provided, in the case of an Emergency Connectivity Fund audit, to the appropriate governing body. Any browsing data is protected and not collected by the Betsie Valley District Library.

Betsie Valley District Library Hotspot Checkout Responsibility Agreement

I, the undersigned, have accepted the Betsie Valley District Library Checkout Responsibility Policy and assume responsibility for the Betsie Valley District Library Hotspot that was checked out to me. I understand that I will return the Hotspot on time or pay the replacement fee. Hotspots will be available for a seven-day check out. After returning the Hotspot to the Library, I may ask to check out the Hotspot if no other patron is waiting for it. I agree to sign another BVDL Hotspot Responsibility Checkout Agreement to do this. I will notify the Library of any problems I encounter. I will pay for any damage that occurs while the equipment is in my charge. I know how to use the equipment. I agree to release required checkout information in the case of an ECF audit-to-audit personnel. The equipment and services funded by the federal Emergency Connectivity Fund (ECF) can only be provided to patrons who declare they do not have access to the equipment or services sufficient to access the internet. By signing this statement, I declare I do not have access to such equipment or services.

Hotspot Identification

Number _____ Barcode _____

Patron Signature _____

Date _____

Staff Signature _____

Date _____

Return Date _____

Staff Signature _____