



Approved Date: 07/18/2023  
Date of Adoption: 04/21/2015

Signed: Stephanie J. Thompson

## Blount County Public Library Hotspots Policy and Agreement

### Hotspot Loan Time Frame Cost

7 Days (Minimum)	\$14.00
14 Days	\$28.00
21 Days	\$42.00
30 Days	\$60.00
60 Days	\$120.00

*\*Note: There is no refund for early Hotspot return.*

### Patron entering agreement:

- Is an adult aged 18 or older
- Holds a valid Blount County Public Library (BCPL) card in good standing (with less than \$5.00 fines/fees owed).
- If a patron is a New Card holder, he/she will be eligible to check out a hotspot after successful completion of the initial checkout period.
- Has a valid Driver's License, or Identification Card (Passport, or Armed Services)
- Has a Visa/MasterCard credit or debit card
- Understands there is a limit on hotspot check-out of 1 device per card.
- Understands that the device will be turned off the day after the due date if not returned or renewed.
- Understands that two late returns results in an annual suspension of hotspot privileges.
- Agrees to be responsible for all materials associated with BCPL HotSpot Kit - and will pay for the loss or damage to the device and its components.
- Understands that the unreturned hotspot fine is **\$2.00 per day up to \$50.00** that is not refundable.
- Understands that the **patron account will be charged** the replacement fee and processing charge on **the seventh (7) day** past the due date and that returned equipment in working order will facilitate a full equipment refund, minus \$5 processing fee.
- **Understands that the loss or damage of the following incurs:**
  - a **\$120.00 fee - Total Hotspot Kit (Hotspot, Case, Charging Plug & Cable, SIM Card)**
  - a **\$85.00 fee - Hotspot Device**
  - a **\$15.00 fee - Hotspot Case**
  - a **\$10.00 fee - USB Wall Charging Plug**
  - a **\$10.00 fee - Micro USB Charging Cable**
- Understands and agrees to follow all the policies of each respective party, which prohibits pirating, illegal downloads, viewing child pornography, etc.
  - Follow this link to the [Verizon acceptable use policy](#)
  - Follow this link to the [TMobile acceptable use policy](#)
  - Follow this link to The BCPL Internet Policy

**BCPL DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**Loss and Damage**

Patron hereby assumes and shall bear the entire risk of loss and damage to the Total Hotspot Kit or any component thereof, now referred to as “**Equipment**” from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Patron under this Agreement.

In the event of loss or damage of any kind whatever to the Equipment, Patron shall pay to **BCPL** the replacement cost of the Equipment.

**Surrender**

Upon the expiration or earlier termination of this Agreement, Patron shall return the Equipment to the **BCPL** in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted, by delivering the Equipment at Patron's cost and expense to such place as **BCPL** shall specify within the city or county in which the same was delivered to Patron.

**Indemnity**

Patron shall indemnify **BCPL** against, and hold **BCPL** harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Patron's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

**Default**

If Patron fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Patron, **BCPL** shall have the right to exercise any one or more of the following remedies:

To declare the entire amount of Equipment replacement hereunder immediately due and payable without notice or demand to Patron and to recover replacement cost of Equipment.  
To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which **BCPL** may take, Patron shall be and remain liable for the full performance of all obligations on the part of the Patron to be performed under this Agreement. All of **BCPL's** remedies are cumulative, and may be exercised concurrently or separately.

**Ownership**

The Equipment is, and shall at all times be and remain, the sole and exclusive property of **BCPL**; and the Patron shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

**Entire Agreement**

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

**Notices**

Service of all notices under this Agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

**Agreement**

BCPL hereby loans to Patron, and Patron hereby checks out from BCPL, the following described equipment:

THIS EQUIPMENT AGREEMENT (Agreement) is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Blount County Public Library (BCPL), and \_\_\_\_\_ (Patron).

WHEREAS BCPL desires to enter into an agreement with Patron, and Patron desires to enter into an agreement with BCPL, in regards to certain tangible library property. NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

**Term**

The term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ and shall expire \_\_\_\_\_ days thereafter.  
(current date) (current month)  
(current year) (length of loan, not including the day of check out)

**Internet Fee and Deposit**

The daily internet fee for the Equipment shall be paid in advance in installments of two dollars (\$2.00) each day, to begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(tomorrow's date) (current month) (current year)

Payment in-full prior to taking possession of the Equipment shall be made to the **Blount County Public Library (BCPL)**, 508 N. Cusick Street, Maryville, TN 37804. **BCPL** may levy a late payment charge equal to Two dollars (\$2.00) per day on any equipment that is one day or more overdue. Patron shall be charged the total kit replacement fee in the event that the Equipment is not returned within seven (7) days of loan expiration. The replacement fee will be refunded to Patron following Patron's return of the Equipment in full-working order.

**Use**

Patron shall use the Equipment in a safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. **Equipment use is limited to the continental United States. If wi-fi service does not work, patron has 24hrs to notify BCPL for a replacement OR refund.**

## Hotspot Loan Form

**BCPL:** Blount County Public Library

**Patron:** Please print the following information:

**Loan Time Frame Cost - Days are actual number of days**

**Please Circle One:** 7 Days (Minimum) - \$14.00 / 14 Days - \$28.00 / 21 Days - \$42.00 / 30 Days - \$60.00 / 60 Days - \$120

*\*Note: There is no refund for early Hotspot device return.*

<b>Full Name</b>		<b>Library Card Number</b>	
<b>Phone</b>			
<b>Address</b>			
<b>City, State, Zip</b>			

<b>Date Kit is Checked Out</b>	<b>Due Date</b>	<b>Kit Barcode</b>

**Assignment**

Patron shall not assign this Agreement or its interest in the Equipment without the prior written consent of BCPL.

**Governing Law**

This Agreement shall be construed and enforced according to laws of the State of Tennessee.

**Headings**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Date of Agreement:**

<b>BCPL Staff:</b>	
<b>Patron:</b>	
<b>Date Kit(s) Returned:</b>	
<b>BCPL Staff:</b>	
<b>Patron:</b>	

**Confirmation of All Items Included - Please Initial**

<b>BCPL Staff:</b>	
<b>Patron:</b>	
<b>Confirmation All Items Returned - Please Initial</b>	
<b>BCPL Staff:</b>	
<b>Patron:</b>	

*Blount County does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)*