

# Hotspot Access in Texas Rural Libraries

**“Take the Internet Home”**

## DEVICE LOAN AGREEMENT

Name: \_\_\_\_\_

Library Card Number: \_\_\_\_\_ Phone number: \_\_\_\_\_

Device Number: \_\_\_\_\_ Device Due Date: \_\_\_\_\_

*By signing below, I acknowledge that I have read the terms and conditions set forth below and agree to abide by these terms and conditions, and I certify that I am 18 years of age or older.*

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

The Library has chosen to loan you the device with the device number set forth above (the “Device”) so you and/or your household can access the Internet from home. You understand that your household’s use of the Device is subject to the terms and conditions set forth in this Device Loan Agreement, and by accepting the Device, you and your household agree to the following terms and conditions:

1. I need to have a valid library card with no outstanding fines in order for my household to be eligible for this offer, and I agree to present documentation required to obtain a library card.
2. I understand that the Device should be returned to the Library on the due date.
3. If the Device is lost or not returned within two weeks after the due date, I will be charged a fine of \$\_\_\_\_; the wireless service to the Device will be terminated and the Device will become unusable; and my library card privileges may be blocked until the Device is returned in working order or the fine is paid.
4. I understand that when accessing the Internet through the Device, my household and I are accessing the Internet through Sprint’s network and not the Library’s network. My household’s use of the Device is subject to Sprint’s Acceptable Use Policy, Privacy Policy, and Terms of Use, all of which are available on Sprint’s website (currently located at [www.sprint.com/legal/agreement.html](http://www.sprint.com/legal/agreement.html)). Please read these documents before using the Device.
5. I understand that the Library is not responsible for any files, data, or personal information accessed/transmitted using the Device.
6. It is my responsibility to monitor and determine which websites and content is appropriate for myself and my household.
7. The Device remains the Library’s property at all times. The Library may request that I return the Device at any time.
8. I will know where the Device is at all times and I will not disassemble the Device or attempt to repair the Device or make any changes to the Device that could impair future patrons’ use of the device.
9. I will not use the device to break any laws and understand I may be legally responsible for my use of the device.
10. I will take care of the Device and use reasonable efforts to avoid damaging the Device. If the Device is lost, stolen, damaged, or rendered inoperable, I agree to contact the Library where the Device was borrowed. I understand that the Library may choose not to replace or repair the Device at its sole discretion.
11. I understand that the Library may use any appropriate means to collect the Device and amounts owed to the Library due to failure to return Device by the Device Due Date.
12. I agree to return the Device, its case, and all its contents, to the Library in good working condition.
13. I agree that the Library, its funders, and other third parties selected by the Library may use any and all information collected about the usage of the Device that I have borrowed to research, track and analyze the results and the effectiveness of the Library Hotspot program.
14. I understand that I will be asked to complete a brief, voluntary survey to help the Library and future libraries understand mobile hotspot lending programs. By borrowing the Device, I consent to the Library contacting me about my use and my household’s experience with the hotspot lending program.