



WIFI HOTSPOT CHECKOUT AGREEMENT

USE OF A LIBRARY HOTSPOT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS OF BORROWING:

- The hotspot can only be checked out by a Fairfax County Public Library (FCPL) card holder who is at least 18 years of age and in good standing with FCPL.
- The hotspot can be checked out for a maximum of 14 days. The hotspot and all included accessories must be returned to the circulation desk and the branch from which it was borrowed by the due date. If the hotspot is not returned by the due date, the Wi-Fi service will be disconnected remotely and the hotspot will no longer be usable. The library reserves the right to refuse checkout to patrons who abuse the hotspots or repeatedly return them late.
- Use of the hotspot is subject to AT&T's Acceptable Use Policy/Privacy Policy/Terms of Use and FCPL's Policy Regarding Safeguarding of Library Materials. AT&T is a third-party beneficiary entitled to all rights and benefits afforded to FCPL under this WiFi Hotspot Checkout Agreement as if AT&T were a party hereto.
- The device is provided on an "as is" basis; AT&T has no responsibility for Patron's use of the device.
- Use of the hotspot for illegal purposes, unauthorized copying of copyright-protected material or transmission of threatening, harassing, defamatory or obscene materials is strictly prohibited.
- The hotspot runs on the AT&T cellular network and that the speed and availability of the Wi- Fi connection will be dependent on the service area of AT&T's towers. Service connection is not guaranteed in all areas.
- Please refer to <https://research.fairfaxcounty.gov/library-technology/chromebooks> for assistance.

CUSTOMER ACKNOWLEDGEMENTS

■ It is my responsibility to read and abide by these policies and to comply with all applicable Federal and State Laws. Overdue hotspots will incur a late fee of \$1/day. In addition, if I do not return the hotspot to the library in good working condition with all included accessories, I will be charged a replacement cost of \$90. FCPL's fee schedule is attached and is posted under the Fees section in My Library Account on the FCPL website. **I understand and acknowledge that unlike the public access computers that patrons may utilize while in the library, the device does not include any filtering software or other features for (x) restricting access to material on the Internet and the World Wide Web that may be harmful to minors, (y) preventing "hacking" and other unlawful activities by minors online, or (z) preventing unauthorized disclosure, use and dissemination of personal information regarding minors. I agree that I will not allow minors to access the internet using the device.**

■ I understand that FCPL and its officials and employees are not responsible for loss or damage (including but not limited to loss of data and disclosure of confidential or personal information) resulting from my use or misuse of the hotspot. **In consideration of being permitted to borrow the hotspot, I hereby waive any and all claims against Fairfax County and Fairfax County Public Library, and their officers, agents, and employees for injuries of any nature that I may suffer or incur in the use of the hotspot.**

■ **In consideration of being permitted to borrow the hotspot, I agree to indemnify, defend, and hold harmless Fairfax County and Fairfax County Public Library, and their officers, agents, and employees from any and all liability, loss, claims, demands, actions or causes of action for injury to any persons or property which arises or may arise or be occasioned in any way from my use of the hotspot.**

By signing this agreement, I hereby affirm my understanding and acceptance of this WiFi Hotspot Checkout Agreement.

PATRON NAME
(PLEASE PRINT):

LIBRARY CARD #:

PATRON SIGNATURE:

DATE:
