

Last Name: _____ First Name: _____

Library Card Number: _____ Parent/Guardian: _____

Staff Initial Permission Set: _____ Date: _____



Monterey Public Library Laptop Computer User Agreement

I agree to inspect the equipment at every checkout and confirm that it is in proper working order with all pieces included.

I agree to reimburse Monterey Public Library for the reasonable cost of repairs, parts and replacement arising because of damage or loss of equipment occurring while it is checked out to me. If any piece of equipment is lost or damaged beyond repair while it is checked out to me, I agree to reimburse Monterey Public Library in an amount equal to the full replacement cost of the lost or damaged equipment. I understand that the full replacement cost of the laptop computer kit is no less than \$975 (includes laptop, AC Power Adaptor, and external CD/DVD drive). ____ (initial)

Overdue charges are \$5.00 per hour or part of an hour. There is no grace period.

I understand that laptops can be used within the Library building and on the upstairs terrace only. **Leaving the Library building with a laptop is a crime and is subject to prosecution.**

I agree to comply with Monterey Public Library **Policy 175: Loan of Laptop Computers**. I understand that the equipment cannot be used in violation of the law or of **Policy 170: Internet Access and Use**.

I understand that if I damage Library hardware or software, repeatedly return laptops late, or interfere with this service in any way, I may lose the privilege of borrowing Library laptops.

United States Copyright Law (Title 17, U.S. Code) prohibits the unauthorized reproduction or distribution of copyrighted materials, except as permitted by the principle of "fair use". This includes most digital information sources. **I understand that I am responsible for any copyright infringement.**

I understand that I use the laptop, any related equipment, and the Library Wireless network at my own risk. I understand that Monterey Public Library and the City of Monterey is not liable for any damage that may occur to any computer, peripheral equipment, or storage media, loss of data, loss of confidential information, unauthorized access to or alteration of data transmissions, and/or any other direct, indirect, special, incidental, consequential or exemplary damages resulting from or arising out of my use of the Library's Internet service, wireless network, hardware, software and/or electronic information resources, or inability to use these services, or any other matter relating to these services. I agree to indemnify and hold Monterey Public Library and the City of Monterey harmless for any claim or demand, that may be made by any third party due to or arising out of my conduct in connection with any use of the Library's computers, peripheral equipment, Internet service, wireless network, and electronic information resources, my provision of content, my violation of Library Policy, or any other violation of rights of another person or party.

I have read this entire document and my signature below indicates my agreement with the above statements.

(Borrower Signature)

(Date)

(Parent/Guardian Signature if under 18 years)

(Date)