Equipment Loan Policy

The Clive Public Library has purchased equipment as a public service for patrons. Given the expense of some of these items, the library requires a library card for their use. To ensure that the equipment is available and functional for all cardholders, the Clive Public Library Board of Trustees has set forth the following guidelines for checkout:

The City of Clive, Iowa, and the Clive Public Library are held harmless by the borrower for any damage, injury, or loss.

The library reserves the right to deny access if a patron violates any part of the equipment policy or otherwise misuses the equipment, as determined by library staff.

When reserving the equipment, scheduled library programs have priority, followed by patrons who have made a reservation beforehand.

I. Hotspot:

a. Only residents of Clive who are library card holders or holders of family cards in good standing (i.e., the patron's library card is not blocked due to unpaid fees for lost materials) and over 18 may borrow a hotspot**.**

b. Patron is responsible for any equipment borrowed from the Clive Public Library.

c. The library reserves the right to refuse service to anyone who abuses equipment or repeatedly returns materials late. In addition, the library will ban patrons from reserving a hotspot with service terminated on a device. The ban will be effective for one year, and if another infraction occurs, the ban will be permanent.

d. The City of Clive and the Clive Public Library are not responsible for any liability, damages, or expense resulting from the use or misuse of the device, connection of the device to other electronic devices, or data loss resulting from the use of the device.

e. If lost or stolen during checkout, the replacement cost will be charged to the patron.

f. Full repair costs will be charged to the patron if damaged, including but not limited to those caused by food or drink.

g. Equipment cannot be returned in the outside book drop. Until equipment is returned INSIDE the library and checked in, it is the patron's responsibility. A charge ($5) will be placed on a patron's account if the item is returned outside. Hotspots must be kept in a temperature-controlled environment (not left in vehicles or extreme temperatures).

h. If the hotspot is not returned by the due date, the library will deactivate the unit remotely after one day and seek to recover it. Patrons with overdue hotspots may be referred to the collection agency under Iowa Code 714.5.
   - Within three days past its due date, the library will send an overdue notice via electronic mail to the email address listed in the borrower's account.
   - The library will send a second notice via email seven days past the due date if the hotspot remains unreturned.
   - If the hotspot is not returned within ten days past the due date, the borrower's account will be charged the replacement fee ($120 replacement fee + $5 processing fee) for the device, and a FINAL NOTICE will be emailed. Borrowers are responsible for monitoring their email accounts, and the library cannot guarantee the receipt of emails by borrowers.

- If the hotspot is not returned within three days of the FINAL NOTICE, the library will begin efforts to recover the hotspot. After 30 days, an unrecovered hotspot will be referred to the collection agency.

i. Overdue fees are accrued at $5.00 per day per item after the due date.

j. Only one hotspot per household may be checked out at any time.

II. In-library use of equipment:

a. Some equipment will need to stay in the library and can only be checked out for one two-hour increment, with the option of renewal if there are no reserves.

b. Some equipment will also need to be used in the study/community rooms due to potential noise issues.

c. Equipment must be returned to the circulation desk at least 30 minutes before the library closes.

d. Patrons are never to leave equipment unattended while it is checked out to them.

III. Makerspace Equipment:

a. Some of the Makerspace equipment may contain aspects, parts, or components that may cause injury to the user if all rules, policies, procedures, and restrictions are not followed. Therefore, users agree to release and hold the library harmless from any claims for personal injury, property damage, or other loss using Makerspace, including equipment, tools, and materials.

b. Tools and equipment are available to makers on a first-come, first-served basis and must remain in the Makerspace. Library staff will assist patrons using the Makerspace equipment to the extent that time, other duties, and patron needs will allow.

c. Library staff will review and prepare all project files for 3D printing. Users must submit appropriate and compatible files. No guns, gun parts, weapons of any kind (including replica or toy weapons), or salacious objects will be allowed. Clive Public Library reserves the right to refuse any 3D print requests.

d. Users may not use the 3D printers or other equipment to create material prohibited by law; unsafe, harmful, or dangerous; obscene or otherwise inappropriate for the library environment; or in violation of another's intellectual property rights. For example, the printer will not be used to reproduce material subject to copyright, patent, or trademark protection.

e. Clive Public Library does not accept responsibility if a project is lost or destroyed, does not print correctly, or does not work.

Hotspot Checkout Agreement

To increase digital access for area residents, mobile hotspots are available to borrow from the Clive Public Library and Harbach Center Library. Mobile Hotspots help fulfill the library's mission to provide informational, educational, and cultural resources by providing an access point to digital resources.

A "Hotspot" consists of the mobile wireless Hotspot device itself and its charger, charging cord, and case. Borrowers are responsible for the safe-keeping and return of these items to the library in good working order and assume liability for the equipment while in their care. The patron must sign the Library's Hotspot Checkout Agreement when a Hotspot is checked out.

When a patron borrows a mobile Hotspot, the patron's use of the equipment is available under the following terms and conditions. By borrowing a hotspot, the user agrees to abide by the library's policies and rules and agrees to hold the library and its agents harmless from any claims, losses, damages, obligations, or liabilities, directly or indirectly, relating to the use of the library's hotspot and the internet access provided by the library.

- Only Clive residents who are library card holders or holders of family cards in good standing (i.e., a library card is not blocked due to unpaid fees for lost materials) and active for at least 30 days may borrow a hotspot**.**
- Patron is responsible for any equipment borrowed from the Clive Public Library.
- The library reserves the right to refuse service to anyone who abuses equipment or is repeatedly late in returning materials; the library will ban the patron from reserving a hotspot with service terminated on a device more than twice. The ban will be effective for one year, and if another infraction occurs, the ban will be permanent.
- The City of Clive and the Clive Public Library are not responsible for any liability, damages, or expense resulting from the use or misuse of the device, connection of the device to other electronic devices, or data loss resulting from the use of the device.
- If lost or stolen during checkout, the replacement cost will be charged to the patron.
- Full repair costs will be charged to the patron if damaged, including but not limited to those caused by food or drink.
- Equipment cannot be returned in the outside book drop. Until equipment is returned INSIDE the library and checked in, it is the patron's responsibility. A charge ($5) will be placed on a patron's account if the item is returned outside. Hotspots must be kept in a temperature-controlled environment (not left in vehicles or extreme temperature environments).
- If the hotspot is not returned by the due date, the library will deactivate the unit remotely after one day and seek to recover it. Patrons with overdue hotspots may be referred to the collection agency in accord with Iowa Code 714.5.
    - Within three days past its due date, the library will send an overdue notice via electronic mail to the email address listed in the borrower's account.
    - The library will send a second notice via email seven days past the due date if the hotspot remains unreturned.
    - If the hotspot is not returned within ten days past the due date, the borrower's account will be charged the replacement fee of the device, and a FINAL NOTICE will be emailed. Borrowers are responsible for monitoring their email accounts, and the library cannot guarantee the receipt of emails by borrowers.
    - If the hotspot is not returned within three days of the FINAL NOTICE, the library will begin efforts to recover the hotspot. After 30 days, an unrecovered hotspot will be referred to the Collection Agency.
- Overdue fees are accrued at $5.00 per day per item after the due date.
- Only one hotspot per household may be checked out at any time.
- Patron can be charged a replacement fee for a lost or damaged hotspot ($125).
- Patron will be charged the replacement cost for a lost or damaged charger or charging cord.

For each day a mobile hotspot is not returned after the due date, a charge of $5.00 per day will be charged to the patron's account. **In addition, users who return hotspots late may lose other hotspot borrowing privileges**. Therefore, failure to abide by the terms of this policy may result in the loss of borrowing privileges.

- The Library reserves the right to refuse to lend equipment at its discretion.
- The Library reserves the right to update this Agreement at any time.

By signing below, I acknowledge that I have read the above terms and conditions and agree to abide by them.

Library Card #_____ Date_____
Signature_____ Printed Name_____
Email & Phone

Staff Initials & Date _____