



BENBROOK LIBRARY DISTRICT
TECHNOLOGICAL DEVICES & SPECIAL COLLECTIONS POLICY
Approved June 27, 2023

Section 1. Objectives

The purpose of Benbrook Library District's (BLD's) Technological Devices & Special Collections Policy is to specify the terms and conditions of borrowing items from the library's circulating special collections (hereafter referred to as "items"): technological devices, which include Wi-Fi hotspots, laptop computers, Roku Streaming Sticks; and the Library of Things, which includes take-home kits that facilitate learning and recreational activities.

Section 2. Requirements for Use of Special Collections Items

- Borrower must be eighteen (18) years of age or older.
- Borrower must present a current and valid resident or non-resident BLD library card, or a card from one of BLD's MetroShare partner libraries, in good standing. TexShare cardholders are not eligible to borrow special collection items.

Section 3. Borrower Responsibilities

- The Borrower is financially responsible for loss, theft, or damage to the items.
- The Borrower is responsible for returning the items and accessories in the same order and condition as received. This includes NOT changing settings or otherwise altering the items. If an item is lost, stolen, or damaged while on loan, the Borrower is responsible for reimbursing BLD for repair or replacement costs, as determined by Library staff.
- The Borrower is responsible for keeping the items secure at all times during the loan period.
- The Borrower is responsible for immediately informing a library staff member of any problems with the items.
- The Borrower is responsible for adhering to the library's Internet Use Policy, Wireless Network Terms of Use, and this special collections policy. All policies may be found on the library's website:
<http://www.benbrooklibrary.org>

Section 4. Procedures for Borrowing Special Collections Items

- Approach the Information Desk with a valid BLD library card.
- Items and their accessories are available for use on a first-come, first-served basis. Should an item be unavailable, it may be placed on hold in the library's catalog.
- Items circulate for a period of three weeks. No renewals are permitted.



- A maximum of one of each technological device type named in this policy may be checked out by the Borrower at any given time.
- A maximum of one kit from the Library of Things may be checked out by the Borrower at any given time.
- The Borrower may not place a hold on a device of the same type while having that device currently checked out.

Section 4. Procedures for Returning Borrowed Special Collections Items

- Items must be returned directly to Benbrook Public Library and not any other MetroShare library.
- Items must not be left unattended at the Information Desk; they must be handed directly to a staff member.
- If an item is kept past its due date, checking out another item of any kind is not permitted until the overdue or lost item is returned.
- Items will be inspected after checked in and removed from the Borrower's account. The Borrower understands charges for lost or damaged items will not be applied until after the returned item is inspected by library staff, which may happen several days after return of the item to the library.
- The Borrower agrees to pay BLD upon demand for the costs to repair or replace items or their accessories. Substitutions are not authorized as a replacement for lost or damaged items.

Section 5. Conditions of Use

If borrowing a Wi-Fi hotspot, I agree to comply with all of the following conditions:

I will comply with all state and federal laws and the Benbrook Library District Internet Acceptable Use Policy (available on request). I understand that open, unsecured wireless network "hotspots" are freely and easily accessible with little regard to who is using the network at any time. Due to this inherent insecurity, I will not hold BLD responsible for data loss, breach of confidential information, or interception of any confidential information that may be the result of malicious activity by another wireless user, website, or software on any given wireless user's PC. Wireless hotspot users are cautioned against using online banking, auctions, email and any other type of Internet-based activity that exposes clear text user names and passwords.

For all technological devices, I agree to comply with all of the following conditions:

I understand and acknowledge that the Internet contains images and content that may be offensive or harmful to me or to others. I release BLD from all liabilities associated with the viewing of, use of or exposure to any information, picture, graphical representation or illustration I may encounter while using this wireless connection, regardless of whether the information appears on or is delivered through the station I operate or any other wireless user operates.

I will not violate any state or federal statute including those regarding obscenity, pornography and the delivery of any such material to minors.



I understand that I create, store and use the personal data (including all files, folders and media) on my PC or other Internet enabled device at my own risk and that BLD is not responsible for the loss of any personal data (including all files, folders and media).

I understand and accept that my failure to comply with this policy may result in suspension of my Internet privileges at all partner libraries or other appropriate legal action.

Section 6. Replacement Costs

I understand that if I lose or damage the item, I may be responsible for paying replacement costs.

The replacement cost of technological devices and Library of Things kits varies and is indicated on the physical item and in the item's record in the library catalog. Library staff members are able to provide current replacement costs for specific items upon request.

The Borrower may be charged the replacement cost of individual components of items should those components be returned damaged or missing.

Replacement costs will apply 72 hours after the due date for overdue items, and until the time of staff inspection for returned items. I understand that in the case of Wi-Fi hotspots, service to the device will be discontinued should the item become overdue.

Section 7. Liability Waiver

I, _____, being of sound mind and eighteen years of age or older seek to borrow items from the Benbrook Library's Library of Things. I request that I be allowed to the items with the full knowledge and understanding of the inherent dangers related to my use of any of the borrowed items. I agree that I am borrowing the equipment as-is, and that the Benbrook Library District provides no warranties regarding the equipment, or its suitability for my use. I acknowledge that I have examined the equipment and that its condition is acceptable. I agree that I will keep and maintain the equipment in good condition, use it in a careful and appropriate manner, and to comply with all manufacturer recommendations.

I HEREBY AGREE TO ASSUME ANY AND ALL RISKS ATTENDANT TO MY USE OF ANY ITEM BORROWED FROM THE BENBROOK LIBRARY WHETHER OCCURRING ON PUBLIC OR PRIVATE PROPERTY, WHICH MIGHT AFFECT ME IN ANY MANNER WHATSOEVER, AND HEREBY RELEASE AND AGREE TO HOLD HARMLESS AND INDEMNIFY THE BENBROOK LIBRARY DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES AND BOARD OF TRUSTEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY DANGER, PERSONAL INJURY, LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION I MAY HAVE WHICH MAY ARISE IN ANY MANNER WHATSOEVER FROM THE BORROWED ITEM, INCLUDING DAMAGES, PERSONAL INJURY (INCLUDING DEATH), LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION WHICH ARISE FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE BENBROOK LIBRARY DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, OR BOARD OF TRUSTEES.

I agree that the execution of this release shall not constitute a waiver by the Benbrook Library District, its officers, agents, employees, or Board of Trustees of the defense of governmental immunity, where applicable, or any other defense, claim, cause of action or assertion of any kind or nature, recognized by any court of law, administrative agency, or other entity.



I certify that I have read the foregoing instrument, that I understand its terms and conditions, that I make this release and waiver voluntarily, and that I have not relied upon any representations made by the Benbrook Library District, its officers, agents, employees, or Board of Trustees in signing this release.

Section 8. Agreement & Signature

By signing below, I acknowledge that I have read and agree to the rules and conditions outlined in this policy.

Printed Name

Date

Signature