

Lessee Name: _____ Date _____
(Last, First)



Library Hotspots Equipment Lease

Rental Time Frame	Cost
Rental Fee	\$5.00*
\$1.00 per calendar day (7 day minimum/28 day maximum)	\$7.00*-\$28.00*
Total Fees	\$12.00*-\$33.00*
<i>*Plus applicable sales tax First time rentals will be limited to 7 day period There is no refund for early Hotspot device return.</i>	

Library HotSpot Loan Checklist

Lessee:

- Is an adult aged 18 and older
- Holds a valid Cambria County Library card with less than \$5.00 fines or fees owed
- Has a valid Driver's License, or Identification Card (Passport, or Armed Services) # _____
- Has read and agreed to the acceptable use policy which prohibits pirating, illegal downloads, viewing child pornography, etc.
- Understands that a reserved/hold device must be picked up within 2 days of notification and if not picked up the reserve/hold will be forfeited.
- Agrees to be responsible for all materials associated with the Library HotSpot and will pay for the loss or damage to the device/components including: 1) HotSpot Device; 2) Charger/Cord; 3) Case; 4) SIM Card
- Understands that device will be turned off the day after due date
- Understands that unreturned equipment will accrue a \$2.00 per day fine up to \$50.00 that is not refundable

THIS EQUIPMENT LEASE (Lease) is made and effective this _____ day of _____, 20____, by and between Cambria County Library (Lessor), and _____ (Lessee).

WHEREAS Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (Equipment):

Term. The term of this Lease shall commence and end in accordance to circulation policies set forth in the Evergreen ILS software used by Lessor.

Rent and Deposit. Lessee shall be limited to 7 days on the first rental transaction and provide cash in the amount of \$12.00 (\$5.00 rental fee plus \$1.00 per day for 7 days plus sales tax) for the first rental period. Lessee will have 24 hours or by closing of next business day from rental start date to verify service coverage. In the event service coverage is not satisfactory, Lessee may return unit for full refund.

Subsequent rentals for the Equipment shall be paid in advance in installments of \$5.00 dollars rental plus \$1.00 per day for each calendar day, for a minimum of 7 calendar days (minimum) and up to a total of 28 calendar days (maximum) plus applicable sales tax.

Payment in-full prior to taking possession of the Equipment shall be made to Lessor at the Cambria County Library, 248 Main Street, Johnstown, PA 15901. Lessor will assess a late payment charge equal to Two dollars (\$2.00) per day on any equipment that is one day overdue up to a maximum of \$50.00.

Use. Lessee shall use the Equipment in a safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. Equipment use is limited to the continental United States.

LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Loss and Damage. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease.

In the event of loss or damage of any kind whatever to the Equipment, Lessee shall pay to Lessor the replacement cost of the Equipment.

Surrender. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted, by delivering the Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which the same was delivered to Lessee.

Indemnity. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

Default. If Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

To declare the entire amount of Equipment replacement hereunder immediately due and payable without notice or demand to Lessee and to recover replacement cost of Equipment.

To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

Bankruptcy. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise the option to, without notice, immediately terminate the Lease. The Lease shall not be treated as an asset of Lessee after the exercise of said option.

Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

Additional Documents. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

Entire Agreement. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

Notices. Service of all notices under this Agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

Lessor:
Cambria County Library
248 Main Street
Johnstown PA 15901

Lessee:
Please print the following information:

Name:

Library Card Number:

Assignment. Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

Governing Law. This Lease shall be construed and enforced according to laws of the Commonwealth of Pennsylvania.

Headings. Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

Lessor: Cambria County Library

Lessee Signature: _____

Date: _____