

BORROWING POLICES (INTERNET HOTSPOTS)—Adopted 2/20/2018, Revised by Board Action 1/19/2021

1. Only residents of West Des Moines who are library cardholders in good standing may borrow a hotspot. “Cardholder” is defined as a resident having a library card for a minimum of 30 days. “Good standing” is defined as a library card account and any custodial children/guardians’ accounts having fines and fees of less than \$5.00.
2. The cardholder must be **18 years of age** or older to check out a hotspot.
3. The cardholder must present his/her actual library card in order to check out a hotspot.
4. In addition, a photo ID will be required. The ID can be a Driver’s License, state ID, Military ID, Student ID and/or Passport photo which contain the cardholder’s name and an identifiable photo. If the address on the photo ID and the address on record with the library do not match, patrons must provide a piece of recent mail with the correct address on it for verification purposes.
5. The cardholder must have a current, working email address on file in their library record in order to check out a hotspot.
6. Only one hotspot per household may be checked out at any given time.
7. Hotspot loan periods are for up to 14 (fourteen) calendar days and can be renewed up to twice if available. Hotspots must be physically brought back to the library to be renewed. Overdue fees will be charged for hotspots not returned by their due date in the amount of \$10.00 per day. Maximum fine is \$100.00. **This maximum fine does not include any and all equipment replacement costs, which are billed separately.**
8. Hotspots must be returned to library staff no later than 1 (one) hour before the library closes. The cardholder must remain present until all equipment has been checked to ensure that all pieces are accounted for, checked in and cleared from the cardholder’s card, and the Borrower Agreement is signed and dated signifying a proper return.
9. Hotspots may not be placed in any book return at any time for any reason. A fee of \$25.00, in addition to any other accumulated fees or fines, will be charged for this type of return.
10. If a hotspot is not returned by the due date, the library will deactivate it remotely and seek to recover it.
 - a. Within 3 (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.
 - b. The library will send a second notice—again via email—**7 (seven) days** past the due date if the hotspot remains unreturned.
 - c. If a hotspot is not returned within **10 (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.
 - d. If a hotspot is not returned within 3 days of the date of the FINAL NOTICE, the library will begin efforts to recover the hotspot. After **30 (thirty) days**, an unrecovered hotspot will be referred to the West Des Moines Police Department as a theft under *Iowa Code 714.5* and *West Des Moines City Code 5-2-3*.
11. The hotspot Borrowing Agreement must be completed with each checkout, acknowledging financial responsibility for lost, stolen or damaged equipment.
12. Patrons will be held responsible for all applicable replacement costs and processing fees, up to \$250.00 for the hotspot and/or accessories if lost, stolen or damaged while checked out. The library will not accept replacement hotspots or accessories purchased by the customer. **The minimum replacement cost of a hotspot is \$250.00.**