

## **SCAN & SAVE MEMORY STATION USE AGREEMENT MONTEREY PARK BRUGGEMEYER LIBRARY**

In consideration of being permitted to use the Scan & Save Memory Station at the Monterey Park Bruggemeyer Library “Memory Station” and all purposes associated with such use including, without limitation, using computers and digitization equipment and accessing the Internet, I agree to the following:

1. I agree and represent that I have read, understand, and agree to the Library’s rules and policies regarding use of the Memory Station that are set forth below. I understand that if I violate these rules and policies, then the Library may revoke or suspend my privileges to use the Memory Station. Should the nature of the violation threaten the security of the City’s resources, disrupt other library users, interfere with staff performance of their normal duties, appear to be deliberate or occurs repeatedly, I may lose all library and Memory Station access privileges for a period to be reasonably determined by the City Librarian. I understand that I may appeal the loss of privileges in writing to the City Manager who is the final decision-making authority.
2. I release, waive, discharge, and covenant on behalf of myself not to sue the City of Monterey Park, its elected and appointed officials, agents, volunteers, and employees (“Releasees”) from all liability to me, for any loss or damage, and any claim or demands on account of personal or property injury, whether caused by Releasees’ negligence or otherwise, while I use the Memory Station.
3. I agree to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from my use of the Memory Station except for such loss or damage arising from the City’s sole negligence or willful misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of my use of the Memory Station, I agree to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section “the City” includes the City of Monterey Park’s elected officials, appointed officials, officers, and employees.
4. I expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.

### **SCAN & SAVE MEMORY STATION USE RULES**

- Patrons 18 years of age and older may make an appointment to use the Memory Station for up to two hours.
- A valid Monterey Park Bruggemeyer Library card must be presented to make an appointment.
- Users may not alter the Memory Station devices in any way.
- Users must abide by the Library’s Computer and Internet Policy.
- Users must accept full responsibility for the Memory Station equipment.
- Users are responsible for the storage and preservation of their physical and digital files.
- Users are financially responsible for any and all damage done to Scan & Save Memory Station equipment, materials, or facilities resulting in my misuse or failure to follow all rules, policies,

procedures, and restrictions relating to use of it. I understand that I am responsible for and agree to pay the repair and replacement costs of the equipment, materials, or facilities resulting from such actions.

- I agree not to erase, copy, record over or otherwise modify library software or equipment. I will be held accountable for damages and repairs to the equipment if I fail to comply.
- I will report any equipment or software problem immediately to Library staff.
- I agree that I may not load my own software onto the Library's computers nor download software from the Internet or any other source.
- I understand that I am solely responsible for complying with Copyright laws and that I will be required to indemnify and defend the City to the extent set forth above should I violate any intellectual property law while using the Library's resources.

By signing this Agreement, I agree that I have read and understand this Agreement, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. I agree that I may be held accountable for any violation of the foregoing rules

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

<p><b>STAFF USE ONLY</b></p> <p>Library Card Number: _____</p> <p>Witnessed by: _____</p> <p>Date: _____</p>
--