

POLICY STATEMENT  
ALBERTVILLE PUBLIC LIBRARY  
ALBERTVILLE, ALABAMA

I. THE BOARD

- A. Library members are appointed by the municipal governing body for a designated term of office and assume the duties and responsibilities as set forth in the Code of Alabama, Volume 12, Title 55, Sections 286 and 287. It is the board's responsibility to act in a consultative capacity to the City Council on library matters and to set broad policies to guide the librarian in supervising the staff and conducting the affairs of the library.
- B. Since the board recognizes that the library is supported by public funds of municipal government, it recommends that its membership refrain from active participation in controversial matters of a local political nature in order to assure that the library continues to offer service to its patrons on an equal basis and avoid the pitfalls of political involvement for the library and members of the staff.

II. GENERAL LIBRARY OBJECTIVES

The general library objectives of the Albertville Public Library shall be:

- A. To assemble, preserve and administer, in organized collection, books and related educational and recreational material in order to promote, through guidance and stimulation, the communication of ideas, and enlightened citizenship and enriched personal lives.
- B. To serve as a center of reliable information.
- C. To provide a place where inquiring minds may encounter the original, sometimes unorthodox and critical ideas so necessary as correctives and stimulants in a society that depends for its survival on free competition in ideas.
- D. To provide opportunity and encouragement for children, young people, men, and women to educate themselves continuously.
- E. To seek continually to identify community needs, to provide programs of service to meet such needs, and to cooperate with other organizations, agencies, and institutions which can provide programs or services to meet community needs.
- F. To provide opportunity for recreation through the use of literature, music, films and other art forms.

III. WHO MAY USE THE LIBRARY

- A. Individuals eligible for resident membership in the Albertville Public Library shall reside in Albertville or its trade areas, the trade area being defined as not more than 20 miles distance from the Albertville City limits. Non-resident membership is available to persons outside this described area upon payment of a \$10.00 membership fee. Service of membership will not be denied or abridged because of religious, racial, social, economic or political status. Applicants are required to present a United States government issued photo ID, i.e. Driver's License, Passport, or Student School Card. The ID can be an out of area Driver's License combined with a lease, utility bill, motor vehicle registration, imprint on check or deposit slip which has their name and current local street address. Each individual must have a home phone or cell phone and provide two local references. Limit three items per member upon first visit.
- B. The library board shall have the authority to limit library services or the use of the library facilities when it feels the requests of groups or individuals are such that library service to the general public will be curtailed if these special demands are met. This includes reserving

large blocks of books for schools, clubs or other organizations as well as use of the library as a meeting place for non-library functions.

- C. The use of the library or its services may be denied for due cause. Such cause may be failure to return books or to pay penalties, destruction of library property, disturbance of other patrons, or any other objectionable conduct on library premises.
- D. The cards of borrowers should be updated every 5 years, in addition to maintaining continuous revision of the registration file by promptly removing the cards of persons who die, move away or change their names through marriage. Each borrower should be asked to give his telephone number, also the number and address of a close relative who could provide information that might be necessary should the borrower move.
- E. Members living at the same address must all have library cards in good standing in order for any household member to borrow materials.

#### IV. SERVICES OF THE LIBRARY

- A. The library will select from the mass of available materials, and organize for easy access, those books and materials which best meet the needs of the community.
- B. The library staff will provide guidance and assistance for people to obtain the information they seek as recorded in print and audio-visual resources.
- C. The library will provide information and materials to help people to:
  - 1. Equip themselves for efficient activities in useful occupations and practical affairs, including vocational information, parent and home education, child care, nutrition, physical health, emotional stability and growth, budgeting and consumer information and specialized business, industrial and agricultural information.
  - 2. Increase their competence to form sound judgements on public problems and to encourage them to express their opinions and to act according to their judgement.
  - 3. Increase their understanding and appreciation of literature, the arts, sciences and the political and natural world.
  - 4. Promote personal and social well being and develop creative and spiritual capacities.
- D. The library will initiate programs, exhibits, booklists, etc., to stimulate the use of library materials for the enlightenment of people of all ages.
- E. The library will cooperate with other community agencies and organizations to determine and meet the educational needs of the community.
- F. The library accepts a responsibility for securing information beyond its own resources by:
  - 1. Collecting information about, listing the referral, resources of agencies, institutions, organizations, and individuals in the community.
  - 2. Borrowing for patrons with serious interests materials which are not owned by the library and which cannot be purchased or materials for which the demand does not justify purchase.
- G. The library will lend to other libraries materials that are requested for patrons with serious interests in which are not available in the borrowing library. Patrons of this library have a priority in the use of the materials.
- H. The library will endeavor to maintain a balance in its services to men, women, young people, and children. The public library will cooperate with, but cannot perform the functions of, school or other institutional libraries, which are designed to meet curricular needs.
- I. Library services will be provided during the hours which best meet the needs of the community, and through service outlets located at points of maximum convenience to the public.
- J. Periodic review will be made of library services to determine whether the needs of the community indicate that present services should be discontinued or other services should be added.

- K. Library staff is prohibited from handling patron telephones and electronic devices when asked to help with ebooks or any other matter.

#### V. LIBRARY MATERIALS

- A. The library will provide within the limitations of its financial support any materials that help to meet its objectives. Materials may include books, periodicals, books on CD, DVDs, internet access computers and databases.
- B. Materials acquired will meet high standards of quality of content, expression, and format.
- C. The library will keep itself informed of other publicly available resources of books and other materials in the area to avoid unnecessary duplication.
- D. All materials except those which are in special demand and cannot be duplicated, including care and fragile items, as well as books which are usually expensive, will be lent for special use under library regulations, and procedures-otherwise they may be used in the library only. Materials classified as rare because of fragility or inability to duplicate will be kept under special surveillance and used by the public only under supervision of a library attendant.
- E. The library subscribes to the Library Bill of Rights of the American Library Association which affirms its belief in the following basic policies:
  - 1. As a responsibility of library service, books and other reading matter selected should be chosen for values of interest, information, and enlightenment of all people of the community. In no case should any book be excluded because of the race or nationality, or the political or religious views of the Writer.
  - 2. There should be the fullest practical provisions of material presenting all points of view concerning the problems and issues of our times, international, national, and local; and books or other reading matter of sound factual authority should not be proscribed or removed from library shelves because of partisan or doctrinal disapproval.
  - 3. Censorship of books, urged or practiced by volunteer arbiters of morals or political opinion, or by organizations which would establish a coercive concept of Americanism, must be challenged by libraries in maintenance of their responsibility to provide public information and enlightenment through the recorded word.
  - 4. Libraries should enlist the cooperation of allied groups in the field of science, education, and of book publishing in resisting all abridgement of the free access to ideas and full freedom of expression that are the tradition and heritage of Americans.
- F. The library also subscribes to the Freedom to Read statement prepared by the American Library Association and the American Book Publishers Council.
- G. Materials which are no longer useful in the light of stated objectives of the library will be systematically weeded from the collection according to professional practices. Disposition of these weeded materials will be made by the librarian as she deems advisable.
- H. Because periodicals are next to books in importance for both reading and reference help, careful evaluation will be made annually. Back issues will be stored for one year or as space permits.

#### VI. COOPERATION WITH OTHER LIBRARIES

- A. The library board recognizes that no single library can meet all demands in its community. Libraries in different political subdivisions work together, sharing their services and resources can meet more nearly the full needs of their users.
- B. The library board and the librarian will be alert to the opportunities of cooperation with other libraries, to strengthen the services and resources of the library. Materials may be loaned to other libraries on a limited time basis when such loan will not be in conflict with basis objectives of the Albertville Public Library. Duplicate material, with the consent of the library board, may be loaned to other libraries on an indefinite return basis.

## VII. GIFTS

- A. Within the provision of the state laws, the Board of Trustees adopts the following policies:
  - 1. Books and other materials will be accepted on the condition that the librarian has the authority to make whatever disposition he or she deems advisable. See policy on library materials.
  - 2. Gifts of money, real property and/or stock will be accepted if conditions attached thereto are acceptable to the Board of Trustees and governing bodies involved.
  - 3. Libraries space being at premium and coordination of usefulness thereof being a professional function of librarian, materials in which the grantor retains a revisory interest except items which are loaned for a very short term for public display cannot be accepted.
  - 4. Personal property, art objects, portraits, and plaques will not be accepted without an expressed understanding that the same may be disposed of as the librarian deems advisable according to professional practices.
  - 5. Books as memorial gifts will be approved by the librarian based on criteria adopted by the board.

## VIII. PUBLIC RELATIONS

- A. Some of the primary public relations goals of the library are:
  - 1. Understanding the library's objectives and services by governing officials, by civic Leaders, and by the general public.
  - 2. Active participation in the varied services offered by the library to people of all ages.
  - 3. Involvement of the Friends of the Library in improvement of Public Relations.
- B. The Board recognizes that public relations involves every person who has any connection with the library. The board urges its own members and every staff member to realize that he or she represents the library in every public contact. Good service supports good public relations.

## IX. LOAN POLICY

Books shall be on loan for a period of 2 weeks. One recheck is allowed. Only 3 books per subject may be checked out. 10 cents per day overdue fine will be charged with a maximum charge of \$5.00 per book. New patrons may check out only 3 books the first visit.

Bestsellers shall be on a first-come, first-serve basis effective June 1, 1994. Loan period will be for two weeks with no rechecks. Overdue fine will be 10 cents per day, with a maximum charge of \$5.00 per book. Patrons are limited to two bestsellers at a time. If a patron calls and the requested book is on the shelf, it may be held for them for a period of 24 hours. However, no reserve lists will be generated.

DVDs will have a loan period of two weeks with an overdue fine of \$2.00 per day.

CDs shall have a loan period of 2 weeks. A patron is limited to 5 CDs at a time. Overdue fines shall be 10 cents per day.

Telephone renewals will be accepted if the patron has difficulty coming in to recheck for medical or some other plausible reason.

Patrons requesting Interlibrary loans will be expected to pay return postage.

#### X. CHILDREN

The library encourages children of all ages to visit the library with their parents to take advantage of the resources available for them to meet their informational, recreational, and educational needs. It is the responsibility of parents to insure the appropriate behavior of their children in the library.

Children under 12 years old must be accompanied by an adult or have permission from a librarian to go upstairs unattended.

If a staff member is not present in the children's section, the child must return to the first floor after selecting their materials. If a parent is with the child they may remain upstairs under the parent's supervision.

Patrons between the ages of 13 and 19 are welcome to use the resources found in the children's section. However, they may not linger upstairs after they select their materials even if a staff member is on duty unless youth programming is being conducted. They are more than welcome to use the sofas and tables downstairs located in the Youth, Adult Fiction, Adult Nonfiction, Paperback and Magazine areas to sit and read, study or talk quietly.

No food or drink

No loud voice (Parents please tend to crying children)

No sick children (fever, vomiting, etc.) Outside book/media drops are provided for your convenience

No running, jumping, climbing or horseplay

No playing in elevator or stairwell

No rough treatment of library materials or random pulling of books off shelves

No misuse of computer search stations (i.e. hitting keys, turning on and off, typing nonsense words, trying to exit library program in order to play games or search Internet)

Library staff is not responsible for the supervision of children left unattended by their parents. Parents will be notified if their children are disruptive. After receiving one warning, the child will lose library privileges for a two-week period. Library staff may notify the appropriate authorities if they have reason to suspect that there is significant evidence of abuse or neglect.

Under no circumstances will library staff transport a child from the library building. If a child is left unattended after closing hours, the police will be notified.

#### XI. CONFIDENTIALITY OF LIBRARY RECORDS

Pursuant to the Code of Alabama, 1975, Sections 41-8-9 & 41-8-10, the circulation and registration records of the library are not available to the public. However, individuals may inspect their own circulation and registration records, and the parent of a minor child may inspect the circulation and registration records pertaining to his or her child(ren).

Those agencies identified in the Code of Alabama, 1975, Section 41-8-10 may have access upon demonstrated need and approval by the Library Director.

Persons, firms, corporations, or agencies other than those mentioned in paragraph one and two hereinabove shall have access only by obtaining an appropriate order or subpoena from a court of competent jurisdiction, as may be authorized by law.

Upon receipt of a court order or subpoena, the Library Director shall consult with the Library's attorney or designated legal counsel to determine if the court order subpoena complies with applicable law. If the order or subpoena is not appropriate or does not comply, then relief through a protective order may be sought. Further, such counsel for the Library and the Library Director shall have discretion to seek judicial relief if they deem it appropriate to do so.

Any matters relating to release or publication of the circulation and registration records not provided for hereinabove are to be referred to the Library Director. The Director shall be empowered to decide any issues arising from such matters.

Should any portion of this policy conflict with existing State Law (Code of Alabama, 1975, Sections 41-8-9 & 41-8-10) then State Law will have precedence.

## XII. MEETING AND TECHNOLOGY ROOM POLICY

The Albertville Public Library is pleased to make the Meeting and Technology Room available to our community for meetings and events.

### **Description of Room**

27' x 37' room equipped with 10' projection screen, projector, cable box, hand-held microphone, lapel microphone, and coliseum speakers. There are two wooden tables and 40 folding chairs. Two rectangular and two round folding tables are available if requested.

### **Non-Profit Fee Schedule**

One free meeting per month (up to 5 hours) will be given to the following organizations: non-profit groups or organizations; 501c3 organizations and small, community based organizations; city or other governmental agencies. If the above groups wish to meet an additional time, it is the responsibility of that group to pay all fees as noted in the For-Profit Fee Schedule.

**All non-profits must pay a \$35 refundable cleaning deposit. This deposit can be held and carried over if future meetings are scheduled. The room and bathrooms must be left in satisfactory condition after each meeting. If future meetings are not scheduled, the cleaning deposit will be refunded if the room and bathrooms are left in satisfactory condition and AFTER the door key is returned.**

### **For-Profit Fee Schedule**

Facility Fee (up to 5 hours) = \$100 (\$75 if no technology equipment is used)

Facility fee for additional hours (after 5 hours) = \$40 per hour

Cleaning deposit = \$50 refundable\*

**\*The cleaning deposit will be refunded if the room and bathrooms are left in satisfactory condition and AFTER the door key is returned.**

**There will be a \$35 fee on all returned checks.**

**Lost key fee is \$200.**

### **ALL FEES ARE TO BE PAID AT THE TIME OF RESERVATION.**

- 1 All meeting room reservations should be made through the Library. All persons requesting reservations must furnish the following:

\*Meeting room reservation form, complete with signature of adult assuming financial responsibility for any damages to the room and/or its contents

\*All required fees (checks payable to The Albertville Public Library)

- 2 Library sponsored events will be given first priority for use of the room, as will city sponsored events. All other groups will be given consideration on a first come/first serve basis.
- 3 Any use of the room which disturbs the library or library users is prohibited. All events must end by 12 p.m.
- 4 The use of drugs, alcohol and firearms is prohibited as well as use of candles except for tea lights in proper containers.
- 5 Groups or individuals under the age of 21 must have an adult sponsor 21 years old or older in attendance at their meetings. We do not rent the room for children's birthday parties or lock-ins.
- 6 Children must be supervised at all times. The Library is not responsible for children left unattended in the Library while their parent or guardian is in a meeting.
- 7 An authorized representative of the group reserving the meeting room must remain on the premises throughout the period for which it is reserved.
- 8 The Library reserves the right to refuse a reservation to any group or individual who fails to meet these guidelines, who has in the past has been deemed unreliable, or whose event is deemed unsuitable for a library setting.
- 9 If you are scheduled to use the room after Library hours, an authorized representative is responsible for picking up the room key the day before the meeting. The key must be returned to the Library the next business day.
- 10 Groups wishing to use the electronic equipment will receive training when the key is picked up. Training and technical support will not be available after business hours. Staff will position the proper settings on the equipment and those people renting are not to disturb them. Any damages to the equipment will be the financial responsibility of the person in charge of renting the room.
- 11 The Library Staff is not authorized to stay after business closing to accommodate prolonged meetings/events that were scheduled to be held during our business hours.
- 12 The library is not responsible for lost or stolen items or for items left in the meeting room, for damages to vehicles in the parking lot, or for personal injuries incurred.
- 13 The Library cannot provide supplies for any group using the meeting room.
- 14 Food and drink are not allowed outside of the meeting room.
- 15 The set up and break down of the room will be done by the group making the reservation. Set up and cleanup must occur within the reserved time for the meeting. The Library cannot provide personnel to assist in this task.
- 16 The Meeting and Technology room and bathrooms must be restored to their original clean condition or the cleaning deposit will not be refunded. Any spills should be addressed promptly

and properly. Tables should be wiped free of any food particles and crumbs and the floor swept and mopped if needed. Cleaning supplies will be located in the men's restroom.

- 17 All trash should be gathered and taken outside to the garbage can when the meeting concludes. Any food or drink left behind will be discarded. Supplies such as paper goods may not be left in the room or in its cabinets for future use. The Library cannot provide storage space for any group's supplies.
- 18 All the furniture in the room should be returned to its original position after the meeting. This includes folding tables and chairs and returning them to their place of storage.
- 19 Any damage to equipment or furnishings beyond normal usage (breakage, stains, burns, etc.) will be noted and the group responsible will be expected to pay for repair or replacement as determined by the Library. The person in charge assumes financial responsibility for any such damages.
- 20 Each group is responsible for its own publicity and all publicity must state "This program is not sponsored by the Albertville Public Library". No signs, posters, displays or decorations may be put up without prior permission.
- 21 Cancellations must be made 48 hours in advance or all fees will be forfeited.

### **Albertville Public Library Meeting and Technology Room Reservation Form**

To reserve our meeting room this form must be filled out in its entirety and submitted to the Library prior to the day of the reservation. Incomplete forms will not be honored.

Please Print Information:

Group using the room \_\_\_\_\_

Group Representative \_\_\_\_\_

Contact telephone number \_\_\_\_\_

Contact email address \_\_\_\_\_

Expected attendance \_\_\_\_\_

Day of meeting \_\_\_\_\_ Date \_\_\_\_\_

Meeting time: from \_\_\_\_\_ a.m. / p.m. to \_\_\_\_\_ a.m. / p.m.

(This should include set up and clean up time)

Fees:

All groups and individuals are required to pay a \$50 cleaning deposit. This deposit will be refunded only if the room and restrooms are left in satisfactory condition and AFTER the door key has been returned.

Meeting Room Fee is \$100 plus cleaning deposit for up to 5 hours, \$75 fee if no technology equipment is needed. Additional hours are \$40 per hour.

Nonprofit groups have the Meeting Room Fee waived, but must pay a cleaning deposit of \$35.

Please check all equipment needed:  Microphone  Lapel Microphone  Projector Screen  
 Internet/WiFi

Your signature below indicates that you received a copy of the Meeting Room Policy and have read and understand it.

Signature of Applicant \_\_\_\_\_

Name (please print) \_\_\_\_\_

Date \_\_\_\_\_

Office Use Only:

Date received \_\_\_\_\_ Amount received \_\_\_\_\_ Cash / Check # \_\_\_\_\_

Amount includes Meeting Fee \_\_\_\_\_ Additional hours fee \_\_\_\_\_  
Cleaning Deposit (refundable) \_\_\_\_\_ Staff Signature \_\_\_\_\_

Inventory Sheet  
Equipment and Room Rental

Applicant \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Projector Remote

\_\_\_\_\_ Cable Box Remote

\_\_\_\_\_ Ethernet Cord

\_\_\_\_\_ Hand held Microphone

\_\_\_\_\_ Lapel Microphone

\_\_\_\_\_ Universal Remote

\_\_\_\_\_ Gator Rack, Behringer EP2000 Power Amp, CPP-110R Cable ¼ TS RA 10 ft, Shure Blx 1288/PG85  
Dual Lav HH Combo, Hosa Sidekick Passive Direct Box, Rack Shelf, 5: Microphone Cable, VGA Cable  
15", Neutrik Female XLR, Neutrik Male XLR, G-Tour 14U Cast 14 Space Rack

\_\_\_\_\_ Folding Chairs

\_\_\_\_\_ Folding Tables

Prior to Meeting:

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Staff Signature \_\_\_\_\_ Date \_\_\_\_\_

Post Meeting:

Staff Signature \_\_\_\_\_ Date \_\_\_\_\_

### XIII. COMPUTER WORKSTATION POLICY

Patrons must sign in to use a computer and agree to comply with all rules outlined herein. The person signing must be the actual user. Children under age thirteen may only use computer workstations when accompanied by an adult.

There is a two hour time limit on computer workstations per day. If no one is waiting, time may be increased in 30 minute increments. No more than two people may be at each workstation. Use of the computer workstations and the Internet is a privilege, not a right, and inappropriate use will result in a cancellation of this privilege. All users of electronic information resources are expected to use these items in a responsible manner, consistent with the educational and informational purposes for which they are provided.

Laptops are available for use in assigned areas. The patron must leave their license at the desk until the laptop computer is safely returned. The patron must take full responsibility for the proper use and treatment of the laptop.

Patrons must not attempt to alter any software or hard drive settings, attempt to breach computer security, or damage the equipment in any way.

The Library cannot control or monitor the vast amount of material accessible via the Internet. Although content filters are in place, it is possible that individuals might access information they personally find offensive or disturbing. Individual users must accept responsibility for determining the suitability of content for themselves and their children.

Unacceptable use of library resources include, but are not limited to the following:

- Commercial use (profit making activities)
- Violating copyright laws
- Saving or downloading files from the Internet to any source except to USB flash drives or CDs
- Displaying graphics that might reasonably be considered objectionable or offensive as these workstations are visible to all library users. Staff reserves the right to ask anyone to EXIT IMMEDIATELY from such above mentioned sites.

Internet Access at Albertville Public Library is not provided for commercial use.

Sources on the Internet may not always provide accurate, complete, or current information. As with any material provided by the Library, the user must take responsibility in questioning the validity of the information.

All copies are 20 cents, and must be paid at the Circulation Desk

Library Staff is not available for personal instruction. They will assist in logging on, but research is left up to the patron.

#### XIV. WIFI TERMS OF SERVICE AND ACCEPTABLE USE POLICY

##### A. Access to the Service

The Service is a free public service provided by Albertville Public Library. Your access to the Service is completely at the discretion of the library, and your access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of the Agreement, actions that may lead to liability for the Albertville Public Library or the City of Albertville, disruption of access to other users or networks, and violation of applicable laws or regulations. Albertville Public Library may revise this Agreement at any time. You must accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time.

##### B. Acceptable Use of the Service

Albertville Public Library supports the free flow of information and ideas over the Internet. Your access to the Service is conditioned on legal and appropriate use of the Service. Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of the library, or any third party.

The use of the Service for the following activities is prohibited:

Spamming and Invasion of Privacy

Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.

Intellectual Property Right Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.

Obscene or Indecent Speech or Materials

Using Albertville Public Library's internet access to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. The Library will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors.

Defamatory or Abusive Language

Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Hacking

Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

Distribution of Internet Viruses, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, ping, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Node or any connected network, system, service, or equipment.

Facilitating a Violation of this Agreement of Use

Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

Export control Violations

The transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

Other Illegal Activities

Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.

Resale

The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.

C. Notice of Violations of the AUP

The Albertville Public Library requests that anyone who believes that there is a violation of the AUP direct the information to the library staff.

D. Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error-free; (ii) that viruses or other harmful applications may be available through the Service; (iii) that does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that Albertville Public Library and its owners ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable. THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HERE UNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ALBERTVILLE PUBLIC LIBRARY, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

E. No Consequential Damages

UNDER NO CIRCUMSTANCES WILL ALBERTVILLE PUBLIC LIBRARY, ITS OWNERS, THEIR SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT ALBERTVILLE PUBLIC LIBRARY OR ITS OWNERS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$100. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

F. Indemnity

You agree to submit any and all controversies or claims arising out of or relating to this Agreement or the existence, validity, breach or termination thereof, whether during or after its term, to an arbitrator. The arbitrator may, at either party's request, grant injunctive relief. The arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement. Nothing in the Section will prevent the parties from seeking interim injunctive relief against one another.

G. Interpretation

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Albertville Public Library's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement shall waive or impede Albertville Public Library's right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and with respect to its subject matter and supersedes all prior writings or understanding.

XV. CELL PHONE POLICY

Cell phones are to be silenced when entering the library.