

## **YAVPAI COUNTY FREE LIBRARY DISTRICT CALENDAR USE AGREEMENT**

THIS AGREEMENT is made and entered into the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and between YAVAPAI COUNTY FREE LIBRARY DISTRICT, a political subdivision of the State of Arizona, hereinafter called "YCFLD" and \_\_\_\_\_, hereinafter called "PARTNER".

### **PURPOSE**

This Agreement sets forth the terms of use under which the YCFLD will make access to the Yavapai Event Services Calendar ("Calendar") available to Partner. This service is in keeping with the Library's overall philosophy of providing access to a wide range of information sources.

### **AGREEMENT**

By accessing this web site, Partner agrees to be bound by these terms and conditions of use, all applicable laws and regulations, and agree that they are responsible for compliance with any applicable local laws. If Partner does not agree with any of these terms, they are prohibited from using or accessing this Calendar and any posted currently or future posted content by Partner shall be removed from Calendar. The materials contained in this Calendar are protected by applicable copyright and trade mark law.

### **TERMS**

#### Minimum Age:

Partner must appoint a user/administrator to use the Calendar login and be the contact person with YCFLD. That user/admin must be at least 18 years old to use and contribute to the Calendar. Partners shall provide the name, address, telephone, and email address of the appointed user/administrator.

#### Login Credentials:

Your account is for Partner's institutional use only. You may not authorize others to use Partner's account, and partner may not assign or otherwise transfer Partner's account to any other person or entity. You acknowledge that Calendar is not responsible for third party access to Partner's account that results from theft or misappropriation of Partner's user names and passwords. As a registered use of Calendar, Partner shall create **only one** unique and bona fide profile.

#### Intellectual Property:

The information, text materials, graphics, logos, button icons, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the Calendar are protected by copyright, trade mark and other intellectual property laws.

Partner shall not modify, copy, reproduce, republish, frame, upload to a third party, communicate to the public, transmit or distribute in any way any of the material on Calendar, including audio and video excerpts, except by sharing events to social media using the share button embedded in Calendar.

By placing content on the Calendar, partners grant to YCFLD a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide license to use, copy, sublicense, redistribute, adapt, transit, publish and/or broadcast, publicly perform or display such communications in any form, but not for commercial purposes without Partner's consent.

#### Event Submission:

Partner agrees to provide true and accurate information about themselves, their organization, & events as prompted by the event submission form. If Partner provides any information that is untrue, inaccurate or inappropriate, YCFLD reserves the right to suspend, terminate, lock, or delete Partner's events listings and account credentials.

#### Third-Party Links/Advertising:

Partner may include a link to third-party websites for purposes of advertising their Calendar event. Partner is responsible for the accuracy of all representations made in those advertisements. YCFLD reserves the right to remove any Calendar posting with a third-party link that leads to content that is subject to removal pursuant to this agreement.

YCFLD nor its officers, employees, agents or related bodies recommend or endorse the goods or services that may be advertised on Calendar, nor do they offer the goods or services for sale or make any other representation whatsoever about them. If Partner chooses to order a product or service advertised by a third party on Calendar, Partner does so at Partner's own risk.

Calendar may contain links to third party websites. The inclusion of a link does not imply endorsement, investigation or verification by YCFLD of the linked websites. YCFLD makes no warranty or representation and Partner acknowledges that YCFLD is not responsible for the functionality of these links, the security of such websites, the reliability or accuracy of the information contained on such websites, the copyright compliance, legality, decency, privacy policy, privacy practices or any other aspect of such websites. You acknowledge that Partner enter any third-party websites at Partner's own risk. It is Partner's responsibility to review any terms of use or privacy policies relevant to such websites.

#### Unauthorized Content:

Partner shall not upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially, sexually, ethnically or otherwise objectionable or vilifying.

Partner shall not upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.

Partner shall not upload, post, email or otherwise transmit any Content that is false or misleading; inappropriate or of nuisance value.

Partner shall not upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials “junk mail”, “spam”, “chain letters”, “pyramid schemes” or any other form of solicitation.

Partner shall not impersonate or otherwise misrepresent partner’s identity, age or affiliation with any other person or entity.

Partner shall not download or post any material which partner knows or ought to know cannot be legally distributed.

Partner shall not tamper with, hinder the operation of, or make unauthorized modifications to the Calendar.

Partner shall not knowingly transmit any virus or other disabling feature to the Calendar.

#### Content Removal:

YCFLD assumes no responsibility for actively monitoring Calendar for unauthorized content. If at any time YCFLD chooses, in its sole discretion, to monitor Calendar, YCFLD may at, its sole discretion, remove any unauthorized content or other content that it deems inappropriate, unlawful, or contrary to Calendar’s purpose.

### **WARRANTY**

the Calendar is provided by YCFLD on an “as is” basis without any express or implied warranty of any kind. Calendar exists within an open public network that is neither secure nor private. Accordingly, partner acknowledge and accept the risk that any communication to or from the Calendar may be intercepted, used or modified by third parties.

YCFLD does not warrant that access to or use of Calendar will be uninterrupted or error free or that Calendar or any material on or accessible through the Calendar is free from errors or viruses, worms, trojan horse or other harmful components.

Partner agrees to assess the accuracy, reliability, suitability and currency of their material on or accessible through the Calendar.

### **LIABILITY**

Partner is solely responsible for, and assumes all liability regarding, (i) the information and content partner contributes to Calendar; (ii) the information and content Partner posts, transmits, publishes, or otherwise makes available (hereinafter “post”) through Calendar; and (iii) Partner’s interactions with other Registered Users through Calendar.

Partner accepts all risks and responsibility for all loss, damage, costs and other consequences resulting from using Calendar or the material on or accessible through Calendar.

Neither YCFLD nor any of its officers, employees, agents or related bodies shall be liable for:

Any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, viruses, communication line failures or for the destruction, damage or unauthorized access to partner's computer system or network;

Any defamatory, infringing, offensive or illegal conduct or material found in connection with the Calendar, including such conduct or material transmitted by any means by any other person;

Any damages, including without limitation, direct, incidental, special, consequential or punitive damages, in connection with or arising from partner's use or from partner's inability to use the Calendar.

#### **INDEMNITY:**

Partner agrees to indemnify YCFLD, its agents, officers, employees and related bodies from all liabilities, claims and expenses arising from Partner's use or misuse of Calendar.

#### **TERMINATION:**

This agreement is effective until terminated by YCFLD or Partner. YCFLD may terminate this Agreement and Partner's access to Calendar at any time without notice. In the event of termination, Partner is no longer authorized to access Calendar, but all restrictions imposed on partner, licenses and waivers granted by partner and all YCFLD disclaimers and limitations of liability set out in this Agreement survive.

#### **MISCELLANEOUS:**

Partner's and user's personal information may be gathered from Calendar event submissions. Such personal information is subject to YCFLD's Confidentiality of Patron Records Policy, available at <http://ycfld.org/node/141>. Any personal information collected from Calendar will be used by YCFLD or its agent for the purpose of publishing Partner's submitted events to the Calendar. Your personal information will not be sold or otherwise transferred to third parties not associated or affiliated with YCFLD without Partner's prior consent. By using the Calendar, Partner agrees that YCFLD may use Partner's personal information for the purpose of publishing Partner's submitted events to Calendar.

\_\_\_\_\_  
Signature of Partner/Authorized Agent

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

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

Phone (day): \_\_\_\_\_ (evening): \_\_\_\_\_

E-mail: \_\_\_\_\_