

# Equipment Loan Policies and Procedures

In addition to the policies and procedures for the Equipment Loan Program listed in the tabs on the left, all clients and staff of Digital Media Services are also bound by the policies and guidelines established by Information Technology Services at Loyola University Chicago, including but not limited to:

- [Acceptable Use Policy for Electronic University Resources](#)
- [Rights and Responsibilities When Using Electronic University Resources](#)
- [Acceptable Use Policy for University Computing Labs](#)

For a list of all Information Technology Services Policies and Guidelines, [click here](#).

## [July 28, 2014 - Modifications for 2014-2015 Academic Year \(14.7.28\)](#)

### Change - 2.3.2.2. Late Arrival for Pick-Up

The grace period for picking up equipment that is reserved was increased from forty-five (45) minutes to sixty (60) minutes.

### Addition - 2.3.2.5. Multiple Equipment Items

This policy was added to provide the greatest availability to all students, faculty and staff that utilize the Equipment Loan Program.

### Move - 2.3.2.6. Short-Term Loan Equipment

To accommodate the addition of 2.3.2.5. Short-Term Loan Equipment reservations was moved to 2.3.2.6.

### Change - 2.3.3. Training and Certification Requirements

The length of training certifications was defined as one academic year. Certifications must be renewed beginning on August 1 of each calendar year.

### Change - 2.4.1. Circulation Time Limits

Short-Term Loan laptops are no longer restricted to remain in the Information Commons or Corboy Law Center; however, they are still due back within 3 hours to their original circulating location.

### Change - 2.4.2.1. Review of the Contract

The information in this policy was updated to reflect our new contract layout that encourages a discussion between the DMS staff member and the client.

### Addition - 2.4.3. Loan Exceptions and Limits

For clarification, this policy was added to refer to 2.1.1. for Accessing the Program.

### Change - 2.4.3.2. Equipment Usage

An example scenario for equipment usage limits was updated. Headphones and laptop locks are now in our Long-Term Loan offerings.

### Addition - 2.5.1. - 2.5.1.2. Notification for Unreturned Equipment

Equipment that is returned after a replacement purchase has been initiated by Digital Media Services will not result in a refund of the associated charges. Returning equipment that is greater than five (5) days overdue, will result in a follow-up notification to the academic department, unit, Campus Safety, Chicago Police Department and/or the Office of Student Conduct and Conflict Resolution regarding the change in equipment status.

### Clarification - 2.6.1. Damage to Equipment

All previous damage or operational issues must have been previously documented on the contract. Damage or operational problems with equipment must be documented and submitted with a photograph of the damage at check-in.

Clarification - 2.6.2.3. Equipment Returned by Another Individual

If equipment is returned by another individual and not the original borrower, the return date/time which includes overdue charges, will be assumed by the original borrower.

Change - 2.7. After an Equipment Loan

The 9 minute grace period has been increased to 15 minutes to account for increased time to review equipment loan returns. A 15-minute grace period is provided on each equipment loan to facilitate the return of your equipment; however, after the initial 15-minute grace period expires, all fees are determined based on the original due date and time, not on the time only after the grace period.

Digital Media Services reviews the Equipment Loan Policies and Procedures on a semester basis. In order to provide transparency regarding the changes, the change log above details the individual changes to the contract.

[Why were these policies established?](#)

The policies and procedures detailed in the tabs on the left were implemented to provide an experience that will benefit the students, faculty and staff that utilize the resources of Digital Media Services.

# Accessing the Program

Digital Media Services reviews the Equipment Loan Policies and Procedures on a semester basis. In order to provide transparency regarding the changes, the change log above details the individual changes to the contract.

## 2.1. ACCESSING THE PROGRAM

To reserve, borrow and/or return equipment, a client must present a valid Loyola University Chicago (LUC) ID card. Supplemental identification may be requested by a member of the Digital Media Services team to verify their account.

Additionally, clients must either be:

- A student currently enrolled and attending classes during the current academic term, quarter or semester, and paying a Technology Fee; or
- A faculty or staff member checking out equipment in order to support University business.

LUC Alumni, Friends of the Library, Reciprocal Borrowers and Information Commons Community Access Members do not have access to the ELP.

### 2.1.1. LIMITS TO ACCESSING THE PROGRAM

The following conditions may limit a client's access to the Equipment Loan Program and other checkout locations at Loyola University Chicago:

#### 2.1.1.1. EXCESSIVE OVERDUE, LOST OR STOLEN EQUIPMENT

Excessive overdue (exceeding 5 days past the scheduled return time), loss or damage of equipment while on loan and/or returning equipment late may result in being blocked from reserving or checking out equipment from DMS.

Additional conditions for this policy are related to a client's status at the University:

#### Students

1. For all instances of late returns of equipment, access to the loan program will be unavailable until the associated fines has been paid or transferred to the Bursar's Office.
2. For equipment that is considered Excessive Overdue (exceeding 5 days past the scheduled return time), a final 24-hour reminder email will be provided. Items that is not returned by the final indicated deadline will result in the full cost of replacement from a university approved vendor of all unreturned equipment of equal available or comparable models.
3. Upon the second instance of notification of Excessive Overdue items, whether returned on time or not, the student will be blocked from the ELP for a period of one academic semester.

#### Faculty & Staff

1. For all instances of late returns of equipment, access to the loan program will be blocked until the associated fines have been paid in full. There is no time limit or expiration for these fines.
2. For equipment that is considered Excessive Overdue (exceeding 5 days past the scheduled return time), a final 24-hour reminder email will be provided. Items that is not returned by the final indicated deadline

will result in the full cost of replacement from a university approved vendor of all unreturned equipment of equal available or comparable models.

3. Upon the second instance of notification of Excessive Overdue items, the faculty/staff member will be blocked from the ELP for a period of one academic semester.

#### 2.1.1.2. OUTSTANDING FINES FROM INFORMATION TECHNOLOGY SERVICES

Any client with fines due to Digital Media Services (DMS), Instructional Technology and Research Support (ITRS) or Information Technology Services (ITS) will not be permitted to participate in any of the Equipment Loan Programs, including making future reservations, sponsored by Information Technology Services. Clients will be permitted to participate once their fines are paid in full and/or any existing blocks or holds have expired.

Any client in the process of an appeal request will be unable to checkout equipment until the appeal process has completed. All appeals are generally reviewed within three (3) business days.

#### 2.1.1.3. OUTSTANDING FINES WITH THE UNIVERSITY

Similar to course registration blocks, the Office of the Bursar may also request that access to the Loan Program is restricted for clients with outstanding balances due to the University.

#### 2.1.1.4. HEALTH SCIENCES DIVISION FACULTY AND STAFF

Health Sciences Division employees do have access to the Loan Program; however, they will need to visit the Lake Shore or Water Tower Campus Card Office to pick up a Loyola University Chicago ID card in order to access the Loan Program.

#### 2.1.1.5. REPLACEMENT ID CARD CREATED WITHIN 24 HOURS OF LOAN REQUEST

When a client purchases a replacement ID card from the Campus Card Office, it can take up twenty four (24) hours before their card information is updated in our system. If the card does not function to access the Loan Program, please ask an Advisor to search by a client's name and provide the ID card to the Advisor for verification.

#### 2.1.1.6. TECHNOLOGY FEE NOT PAID IN THE CURRENT SEMESTER

The Equipment Loan Program is only available to a student currently enrolled and attending classes during the current academic term, quarter or semester; or a faculty or staff member checking out equipment in order to support University business.

For students that do not pay a Technology Fee during a semester access to the Loan Program and equipment will not be available. As an example, a graduate student in the dissertation writing process not enrolled in courses, aside from writing or supervision, may not necessarily pay a Technology Fee and as a result would not have access to the Loan Program.

#### 2.1.2. COSTS TO ACCESS THE PROGRAM

The Equipment Loan Program is a service covered by the Student Technology Fee paid upon enrollment in courses at Loyola University Chicago. There are no additional charges or costs associated with using the program. Fines may; however, be assessed when equipment is returned late, is damaged or equipment is not returned due to loss or theft.

# Notifications

Digital Media Services reviews the Equipment Loan Policies and Procedures on a semester basis. In order to provide transparency regarding the changes, the change log above details the individual changes to the contract.

## 2.2. NOTIFICATIONS

Notifications from Digital Media Services are a courtesy to inform clients of equipment activity against their account. Clients may request a copy of the Equipment Loan Contract at the time of loan.

### 2.2.1. E-MAIL

E-mail notifications are a courtesy service to inform clients of equipment activity against their account. As a reminder:

The University considers electronic mail, using the official “@luc.edu” email address that is provided by the University to every enrolled student, an official form of communication between the University and the student. Students are responsible for all communications sent to their Loyola email accounts from a University official. (Community Standards 43)

If a client forwards their University e-mail, please note that these messages may be delayed, or even blocked, depending on their service provider. If a notification is not received, be sure to check the “junk” folder to see if the notification is interpreted as SPAM. An easy way to avoid this is to mark the following as trusted email sources:

- [digitalmediaservices@luc.edu](mailto:digitalmediaservices@luc.edu)
- [elp-notifications@luc.edu](mailto:elp-notifications@luc.edu)
- [noreply-equipmentloan@luc.edu](mailto:noreply-equipmentloan@luc.edu)

The following email notifications will be sent to a client’s Loyola University Chicago e-mail account:

- Reminder to pick-up reserved equipment from a Digital Media Services location;
- Equipment is due for return to a Digital Media Services location;
- Reminder when equipment is past due;
- A charge, including a fine, or payment is made against a client’s account;
- Equipment is loaned against a client’s account;
- Equipment is returned against client’s account; and
- Changes made to a reservation, either by a staff member, or that a client approved.

### 2.2.2. TELEPHONE

A client *may* be contacted by a member of the Digital Media Services team at their primary contact telephone number to discuss overdue equipment that is impacting another client’s reservation. As email is an official form of University communication, these calls are not a requirement. Equipment that is not returned by the specified return time is subject to the overall policies and procedures document.

# Reservations

Digital Media Services reviews the Equipment Loan Policies and Procedures on a semester basis. In order to provide transparency regarding the changes, the change log above details the individual changes to the contract.

## 2.3. RESERVATIONS

Online advance reservations are highly recommended, as equipment is often reserved days or weeks in advance. When a client makes a reservation using our online system, they will establish a specific pickup and return date/time. Reservations are not accepted over the telephone or via e-mail.

- Reservations may be made online at <https://equipmentloan.luc.edu>

Reservations cannot be transferred to another individual. nor Clients may not reserve equipment in their own name for pick-up by other clients, as the client reserving/checking-out the equipment (and signing the contract) will be held responsible and solely liable for the equipment.

### 2.3.1. RENEWALS

**A reservation does not automatically renew equipment already on loan.** To renew equipment, a client must make a reservation for the equipment, visit a service location and sign a new Equipment Loan Contract.

### 2.3.2. RESERVATION EXCEPTIONS AND LIMITS

The following are exceptions that may lead to a reservation cancellation or the inability to pick-up equipment:

#### 2.3.2.1. UNAVAILABLE EQUIPMENT

Clients using the Equipment Loan Program rely on equipment being available for on-time pick-up. When a client makes make a reservation using our online system, they will establish a specific pickup and return date/time. This does not account for clients who do not return equipment on time or unexpected damage. If available, a client may be provided alternative equipment if the items they have reserved are not available.

#### 2.3.2.2. LATE ARRIVAL FOR PICK-UP

Clients have a sixty (60) minute grace period to pick-up equipment that is reserved. If a client reserves equipment and is more than sixty (60) minutes late for pick-up, their reservation will automatically be cancelled by our reservation system.

**Tip:** If a client is running late for an equipment pick-up, they are encouraged to visit the reservation system within the sixty (60) minute grace period and update their pick-up time. This will prevent a client's reservation from being cancelled.

#### 2.3.2.3. UNAVAILABLE TO PICK-UP A RESERVATION

If a client is unable to make their reservation pickup time, a client is advised to cancel their reservation using our reservation system. This will allow other clients may check out the equipment.

#### 2.3.2.4. EQUIPMENT USAGE LIMITS

Some categories of equipment may have limitations on the total number of items and/or total hours of semester usage that are available for use per client. Currently, the following categories of equipment have limits in place to ensure availability for students:

<b>Equipment Category</b>	<b>Maximum Usage Hours per Semester</b>
Laptops (Mac and PC - Long Term)*	756 Hours

\*Short-Term Loan (under three hours) laptops do not have a usage limit, as they are available on a first-come-first-served basis.

#### 2.3.2.5. MULTIPLE EQUIPMENT ITEMS

In order to provide the greatest availability to all students, faculty and staff that utilize the Equipment Loan Program, there is a limit of one equipment item type per client. Digital Media Services will review special requests for additional equipment items on a case-by-case basis.

For example, one Sony HDR-AX2000 camcorder can be checked out along with a Sony HXR-NX30U camcorder; however, two Sony HDR-AX2000's may not be checked out by an individual client.

#### 2.3.2.6. SHORT-TERM LOAN EQUIPMENT

Reservations for short-term loan equipment are not available. Short-term loan equipment is available on a first-come-first-served basis and does not apply to total hours of use limitations.

#### 2.3.3. TRAINING AND CERTIFICATION REQUIREMENTS

Some equipment may require training or approval prior to receiving a confirmed reservation. Items that require training are indicated in the “Browse Equipment” section of our site. Please review all notices during the reservation process to ensure a smooth and expeditious checkout experience. Training certification is valid indefinitely, or until substantive changes in training content merit recertification.

# Checking Out Equipment

Digital Media Services reviews the Equipment Loan Policies and Procedures on a semester basis. In order to provide transparency regarding the changes, the change log above details the individual changes to the contract.

## 2.4. CHECKING OUT EQUIPMENT

Clients are responsible for reviewing and accepting associated hourly late fees and policies related to their loan. After accepting the terms of the Equipment Loan Program Contract, a client is responsible and solely liable for all items issued on the Equipment Loan Contract at a service location. The contract provides detailed fine amounts, specific equipment that is loaned, as well as the terms and conditions.

### 2.4.1. CIRCULATION TIME LIMITS

Equipment in the Loan Program may be circulated for a maximum amount of time per loan depending on its designation as short or long-term equipment:

	<b>Short-Term Equipment (STL)</b>	<b>Long-Term Equipment (LTL)</b>
Minimum Length of Reservation	N/A*	3 Hours
Maximum Length of Loan	3 Hours	5 Days

\* Reservations for STL equipment are not accepted. Items for STL are available on a first-come, first-served basis.

### 2.4.2. EQUIPMENT LOAN CONTRACT

Clients are responsible for verifying all items on their contract are accounted for in any equipment loan prior to signing an Equipment Loan Contract. This includes cables, power adapters, batteries and other components. Be sure to inspect all equipment prior to signing the Contract as any damages that are not reported and/or identified during a checkout process will be the responsibility of the client.

#### 2.4.2.1. REVIEW OF THE CONTRACT

The following is a sample contract to inform client's of the layout, expectations and participation in the checkout process. This document is subject to change and serves only as a visual aid, not as a current version of our contract, as they are generated at the time of loan:

1. Review the information contained in this box as it contains the client's contact information and contract issuance date and time.
2. Client's will initial for each item circulated from Digital Media Services. This includes verifying that the items are accounted for prior to signing an Equipment Loan Contract and includes cables, power adapters, batteries and other components.
3. Review the checkout date to ensure that the date and time match the current loan process.
4. Review and confirm the equipment name, barcode number, serial number and any condition notes prior to initialing in the "Client Initials" box. Inspect all equipment prior to signing the contract as any damages that are not reported and/or identified during a checkout process will be the responsibility of the client.
5. Confirm that the checkout location is accurately represented as this is the location where equipment must be returned at the end of a client's loan.

6. Confirm the checkout return date and time on the contract. This is the specific date and time that equipment must be returned by. Equipment can always be returned prior to this time; however, if returned late, equipment items are subject to the fine policies denoted in section 2.6.4 “Overdue Equipment.”
7. Review the late fee that will be assessed to each equipment item that is returned late. Fine rates differ from item to item; however, the full fine rate tier is available for review in section 2.6.4 “Overdue Equipment.”
8. After reviewing the policy statements, a client will sign the Contract accepting the terms of this document, the Contract and the condition of the equipment that is being loaned.

If an item is not returned or is lost, replacement charges will be billed to the client as a fine for the full replacement costs, including any additional fees as detailed in this document, at the manufacturer’s suggested retail price (MSRP) through a University Preferred Vendor. Purchase prices, including comparable products in cases where equipment is no longer manufactured or sold as new, will be determined and are at the discretion of Digital Media Services Manager.

Clients also are responsible for reviewing and accepting associated hourly late fees and policies related to their loan. After signing an Equipment Loan Contract, a client is responsible and solely liable for all items and terms listed on said contract. If a client cannot return equipment by the time specified on their contract/receipt, they must immediately address this concern with the staff member at the time of equipment checkout prior to signing the Equipment Loan Contract. Exceptions to this policy may only be made in writing or via email by a Digital Media Lab Specialist or the Manager of Digital Media Services prior to a client’s equipment loan pick-up. Digital Media Advisors may not provide any exceptions or overrides once a contract is signed.

### 2.4.3. LOAN EXCEPTIONS AND LIMITS

The following conditions, in addition to the the policies identified in "2.1.1: Accessing the Program," may limit the loan of equipment from Digital Media Services:

#### 2.4.3.1. LOCATION CLOSURE

Equipment will not be circulated during the last fifteen (15) minutes of a service location’s equipment circulating hours. Clients are advised to take this into consideration when planning their reservations. Our reservation system has built in a buffer at the time of reservation.

#### 2.4.3.2. EQUIPMENT USAGE

As with reservations, some categories of equipment may have limitations on the total number of items and/or total hours of semester usage that are available for checkout to an individual client.

Additionally, short-term loan equipment only permits one equipment item per category, per person. For example, a client may check out one laptop and one charger. Any additional laptops or chargers, would be declined.

# During Your Loan

Digital Media Services reviews the Equipment Loan Policies and Procedures on a semester basis. In order to provide transparency regarding the changes, the change log above details the individual changes to the contract.

## 2.5. DURING AN EQUIPMENT LOAN

Clients will be held responsible and are solely liable for all damages to equipment while it is checked out to them. This includes, but is not limited to: theft, abuse/misuse of equipment (both unintentional and intentional), neglect, or carelessness. Damage, destruction or loss must be immediately reported to a DMS professional staff member by e-mailing [digitalmediaservices@luc.edu](mailto:digitalmediaservices@luc.edu) or by contacting 773-508-8029.

Renewal requests received through email or telephone will not be accepted. All equipment must be returned to the specified Digital Media Lab by the assigned date and time on a client's signed contract. In order to renew equipment, a new reservation must be made and the equipment must be returned to verify the equipment and sign a new contract.

### 2.5.1. UNRETURNED OR LOST EQUIPMENT

Equipment that is not returned on, or prior to, the due date and time impacts clients that have made a reservation and are depending on the equipment. If equipment on loan is not returned within five (5) days from the initial due date and time, it will be considered stolen. Repeated lost or stolen equipment reports, regardless of circumstance, may result in access restrictions to the Equipment Loan Program.

Equipment that is returned after a replacement purchase has been initiated by Digital Media Services will not result in a refund of the associated charges. Returning equipment that is greater than five (5) days overdue, will result in a follow-up notification to the academic department, unit, Campus Safety, Chicago Police Department and/or the Office of Student Conduct and Conflict Resolution regarding the change in equipment status.

#### 2.5.1.1. NOTIFICATION RECEIVED BEFORE 5 DAYS OF THE ORIGINAL EQUIPMENT DUE DATE

##### Students

If written notification to [digitalmediaservices@luc.edu](mailto:digitalmediaservices@luc.edu) is received prior to the fifth (5) day beyond the original due date and time for the lost/stolen equipment, and the equipment will not be returned, the full cost to replace the item with the same or comparable model (at the discretion of the Manager of Digital Media Services) and 15% of the contracted five day maximum fine, or \$25.00 - whichever is greater - will be transferred to a client's account through the Bursars' Office - which may impact class registration.

##### Faculty & Staff

If written notification to [digitalmediaservices@luc.edu](mailto:digitalmediaservices@luc.edu) is received prior to the fifth (5) day beyond the original due date and time for the lost/stolen equipment, and the equipment will not be returned, the full cost to replace the item with the same or comparable model (at the discretion of the Manager of Digital Media Services) and 15% of the contracted five day maximum fine, or \$25.00 - whichever is greater - will be assessed on a client's Digital Media Services account.

### 2.5.1.2. NOTIFICATION NOT RECEIVED BEFORE 5 DAYS OF THE ORIGINAL EQUIPMENT DUE DATE

#### Students

If written notification to [digitalmediaservices@luc.edu](mailto:digitalmediaservices@luc.edu) is not received prior to the fifth (5) day beyond the original due date and time, and the equipment is not returned, the equipment will be considered stolen. As a result, a three (3) month block will be placed against a client's account, the full cost to replace the item with the same or comparable model (at the discretion of the Manager of Digital Media Services) and 35% of the accrued fine, or \$25.00 - whichever is greater - will be transferred to a client's account through the Bursars' Office - which may impact class registration.

Furthermore, any items considered stolen may result in a report to Campus Safety, the Chicago Police Department and/or the Office of Student Conduct and Conflict Resolution.

#### Faculty & Staff

If written notification to [digitalmediaservices@luc.edu](mailto:digitalmediaservices@luc.edu) is not received prior to the fifth (5) day beyond the original due date and time, and the equipment is not returned, the equipment will be considered stolen. As a result, a three (3) month block will be placed against a client's account, the full cost to replace the item with the same or comparable model (at the discretion of the Manager of Digital Media Services) and 35% of the accrued fine, or \$25.00 - whichever is greater - will be assessed on a client's Digital Media Services account.

Furthermore, any items considered stolen may result in a report to a client's academic department, unit, the Chicago Police Department or Campus Safety.

### 2.5.2. STOLEN EQUIPMENT

If the equipment checked out to a client was stolen during their loan, the client will need to file a police report and a University Incident Report. If a client fails to return equipment and does not file a police report and a University Incident Report, as well as provide a copy of these reports to Digital Media Services, the equipment will be considered lost and unreturned. As a result, the client will be held to the same policies as identified in the "Lost or Unreturned Equipment" section detailed above. In cases where a police report is filed for theft of University property and documentation is provided, blocks or holds will not be placed against a client's account.

While every step should be taken to safeguard Digital Media Services' borrowed resources, clients should never prioritize equipment value over their own personal safety. **Do NOT fight a robber or attacker for DMS property.** Equipment can be replaced; an individual cannot.

Clients will be responsible and solely liable for paying Digital Media Services to replace the stolen item with the same or a comparable model for the equipment and accessories that were stolen while on loan.

Unpaid charges for students will be forwarded to the Bursar's Office - which may impact registration and/or degree conferral. For faculty and staff, any items considered stolen and are unpaid may result in a report to a client's academic department, unit or Campus Safety for repayment at the discretion of the Manager of Digital Media Services.

# Checking In Equipment

Digital Media Services reviews the Equipment Loan Policies and Procedures on a semester basis. In order to provide transparency regarding the changes, the change log above details the individual changes to the contract.

## 2.6. CHECKING IN EQUIPMENT

All items must be returned to the specific DMS location indicated on the original contract during published business hours in “satisfactory condition.” This will ensure that items are checked in and reviewed by both the borrower and the DMS staff member to avoid unknown fines.

Satisfactory condition is defined as machines turned off, cables coiled properly, all equipment packed in original cases, all tape removed from cables and cases, dirt or sand cleaned off. All recording media must be formatted and present at check-in. Failure to adhere to these requirements may result in a fine or restricted access to the Loan Program.

A Loyola University Chicago ID card is required to check-in equipment at a service location. Clients should and are strongly encouraged to remain at the check-in desk until all items are reviewed in order to verify if any fines accrued or damages are present from their loan and that all equipment has been returned.

The Advisor staff will inspect equipment upon its return before checking in equipment loaned against the client's account. If damages are identified, they will be discussed with the client. These damages will be noted by the Advisor and a photo will be associated to the check-out. Within two (2) business days, a member of the Digital Media Services professional staff will contact the client in regards to assessed fines for repair or replacement.

### 2.6.1. DAMAGE TO EQUIPMENT

During equipment check-in, any damage or operational problems with equipment that occurred during your loan should be reported immediately to a Digital Media Advisor or Digital Media Specialist. All previous damage or operational issues must have been previously documented on the contract. Damage or operational problems with equipment must be documented and submitted with a photograph of the damage at check-in.

While equipment that is damaged will be checked in against a client's account, any documented damages may result in fines for repairs to be made or a replacement.

The client responsible for the damage will have their Equipment Loan Program access temporarily suspended until a decision regarding the damage has been made by a Digital Media Specialist, the appeal process or a payment for the damage has been made.

### 2.6.2. CHECK-IN EXCEPTIONS

The following exceptions should be considered regarding a client's return of equipment to the Loan Program:

#### 2.6.2.1. LOCATION CLOSED DURING RETURN ATTEMPT

Contracts are issued with our hours of operation factored in to due dates and times. When closed, materials may not be left outside of a DMS service location or with University Libraries, Information Technology Services or other University staff (including Campus Safety). In such cases where the DML is closed, items will not be checked in until the next business day. Overdue fines will accrue against a client's account if the

equipment is late as a result of returning equipment after the specified contract date/time and outside of operating hours.

#### 2.6.2.2. LEAVING BEFORE OR DURING THE CHECK-IN PROCESS

Clients that do not remain at the check-in desk to verify returned equipment, or allow others to return equipment on their behalf, assume responsibility for any/all charges, fines and/or fees to their account for equipment that is late, lost and/or damaged. Appeals will not be granted for any fines/fees for clients that do not remain at the check-in desk during their check-in process.

#### 2.6.2.3. EQUIPMENT RETURNED BY ANOTHER INDIVIDUAL

Loaned equipment must be returned by either the borrower or another Loyola University Chicago student, faculty or staff member. If equipment is returned on a client's behalf, the condition of all contents and the return date/time (including overdue charges) are accepted by the original borrower and may not be appealed as the condition of the equipment cannot be guaranteed between when the equipment is not in the possession of Digital Media Services or the primary borrower.

#### 2.6.2.4. EQUIPMENT LOAN PARTIALLY CHECKED IN

In the event that all items are not returned during a check-in, the loan will remain open and fines will accrue until the missing items are returned. If the equipment is not returned after five (5) days, the client will assume the cost of replacing the equipment, as it was not returned within the contracted limits as detailed in Section 2.5.1.1. and 2.5.1.2.

### 2.6.3. STORAGE AND MEDIA-SPECIFIC POLICIES

The following policies apply to storage and multimedia devices in the Loan Program at the time of use and return:

#### 2.6.3.1. EXTERNAL STORAGE AND DATA DEVICES

All drives and media will be formatted upon return of equipment from loan. This ensures that a client's data will not be available to other ELP clients. We are not able to temporarily or permanently store any data from ELP drives after return to DMS, so ensure that a personal copy of all data has been retained prior to return.

Clients are encouraged to verify the format of the hard drive they are borrowing. Previous users may have formatted a drive to their preferred format. Please note that Mac formatted drives may not appear when plugged into PC workstations. This does not indicate a failed drive, rather a drive that must be reformatted. Contact DMS for more information on reformatting external storage.

#### 2.6.3.2. SHORT- AND LONG-TERM LOAN LAPTOPS

Clients checking out laptops may not copy software from DMS laptops.

#### 2.6.3.3. GAMING SYSTEMS (IN-LAB USE ONLY)

For game systems that are used in the Information Commons or Corboy Law Center, clients are expected to respect the noise policies of the respective location. All clients are expected to adhere to all local, state and federal laws in accordance with game ratings.

All systems with permanent storage will be cleared upon return. As a result, all gaming systems are considered Bring Your Own Memory Card "BYOMC."

Video games and system accessories may be checked out separately from their respective systems. For example, Hasbro's© "Family Game Night" may be checked out without the XBOX 360 system.

Fines and fees will be assessed separately for games, game systems and accessories. Damaged equipment for gaming systems includes scratched discs, any connected hard drives, remote controls, accessories, cases or other items indicated on a client's contract.

#### 2.6.4. OVERDUE EQUIPMENT

Items that are returned after their assigned time will result in the client receiving a pro-rated overdue fine equivalent to the number of minutes each equipment item is late. A 15-minute grace period is provided on each equipment loan; however, after the initial 15-minute grace period expires, all fees are determined based on the original due date and time, not on the time only after the grace period.

Please note that there are no maximum fine amounts for overdue equipment. Listed below are the daily overdue fine amounts for individual equipment categories\*:

<b>Equipment Category / Resource Type</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
Adapters and Cables	\$2.40	\$3.60	\$6.00	N/A
Analog and Digital Converters	\$24.00	\$36.00	\$48.00	N/A
Audio Mixers, Recorders and Instruments	\$9.60	\$19.20	\$36.00	\$120.00
Books and Instructional CD's	\$2.00	N/A	N/A	N/A
Camcorders	\$24.00	\$72.00	\$144.00	\$175.00
Calculators	\$2.40	\$12.00	\$19.20	N/A
Chroma Key	\$24.00	N/A	N/A	N/A
Digital Cameras	\$24.00	\$60.00	\$96.00	\$132.00
Game Systems	\$3.60	\$12.00	\$36.00	N/A
GPS Devices	\$12.00	N/A	N/A	N/A
Hard Drives, Media Cards and Readers	\$2.40	\$7.50	\$19.20	\$24.00
Headphones	\$7.20	N/A	N/A	N/A
Laptop Charging Cables (Short-Term)	\$50.00	N/A	N/A	N/A
Laptops (Long-Term)	\$125.00	N/A	N/A	N/A
Laptops (Short-Term)	\$288.00			
<i>Short-Term Laptops more than 24 hours overdue will be considered stolen. (See Stolen Equipment in Section 2.5.2)</i>				
Lighting	\$4.00	\$8.00	\$10.00	N/A
Marker Kits (Short-Term)	\$24.00	N/A	N/A	N/A
Meters	\$7.20	\$24.00	N/A	N/A
Microphones	\$4.80	\$8.40	\$24.00	\$48.00
Network Mini-Hub	\$9.60	N/A	N/A	N/A
Portable DVD Players	\$4.80	N/A	N/A	N/A
Portable USB Speakers	\$2.40	N/A	N/A	N/A
Presentation Remotes	\$6.00	N/A	N/A	N/A
Production Accessories	\$4.80	\$9.60	N/A	N/A
Projectors	\$36.00	\$84.00	\$130.00	N/A
Projector Screens	\$36.00	N/A	N/A	N/A
Rechargeable Batteries	\$0.48	N/A	N/A	N/A
Scanners	\$8.40	N/A	N/A	N/A

Security Kits	\$3.60	N/A	N/A	N/A
Surge Protectors (Short-Term)	\$3.60	N/A	N/A	N/A
Tablets and E-Readers	\$12.00	\$19.20	\$30.00	\$60.00
Telephones	\$2.40	\$12.00	N/A	N/A
Tripods	\$4.80	\$30.00	\$54.00	N/A
Webcams	\$4.80	N/A	N/A	N/A
Wireless Headsets	\$4.80	N/A	N/A	N/A

\*The rates included above are effective January 2, 2014. Not all equipment in the Equipment Loan Program can be classified into the structure provided above; however, all daily late fees are indicated on a client's contract at the time of signing. It is the responsibility of the client to review all fine amounts and information provided on their contract. Fines and fees, as well as policies and procedures, are subject to modification each semester and are guided by market equipment prices and other factors.

# After Your Loan

Digital Media Services reviews the Equipment Loan Policies and Procedures on a semester basis. In order to provide transparency regarding the changes, the change log above details the individual changes to the contract.

## 2.7. AFTER AN EQUIPMENT LOAN

Items that are returned after their assigned time will result in the client receiving an overdue fine for the number of minutes the equipment is late. A 15-minute grace period is provided on each equipment loan to facilitate the return of your equipment; however, after the initial 15-minute grace period expires, all fees are determined based on the original due date and time, not on the time only after the grace period. Please note that there are no maximum fine amounts for overdue equipment.

### 2.7.1. FINE NOTIFICATIONS

Fines and/or fees must be paid within 15 days of notice in the DML using one of the detailed methods below:

#### **Online with a Credit Card**

Using Loyola University Chicago's EPay system a client can pay their fine or fee using their credit card from home. Visit

<http://luc.edu/digitalmedia/payments> for more information and to pay a fine/fee.

#### **In-Person Using Rambler Bucks**

Digital Media Services does not accept cash or credit cards as a form of payment for fines, fees or any other service. To add Rambler Bucks to a client's account, visit Campus Card <http://luc.edu/campuscard>.

After 15 days, any account balances of \$25 or greater will be forwarded to the Bursar's Office for posting to a client's account. Account balances less than \$25 will remain on their Digital Media Services account and prevent future loans of equipment until paid. A fine may not be paid using a University account code or internal transfer.

### 2.7.2. FINE EXCEPTIONS

Due to billing restrictions and the end of the semester, any fines received during the following range of dates will be subject to the following restrictions:

#### **Any Fines Received...**

Until April 22nd, 2016  
On or after April 22nd, 2016

#### **Will Be Due No Later Than...**

15 Days from the Date of the Fine Notice  
5:00pm on May 6th, 2016

*Any fines incurred prior to August 23rd, 2009, must be paid within 30 days of notice in the DML using Rambler Bucks. Any unpaid fines will be assessed a minimum amount of \$25 to be posted to a client's account - which may impact registration. This means that if their fine is below \$25 and is not paid within 30 days, it will be increased to \$25 prior to being submitted to the Bursars Office. All fines over \$25 will remain at their current value and will be forwarded to the Bursars Office in the same process described above.*

### 2.7.3. TRANSFER OF FINES

Fines assessed to a client may not be reassigned or transferred to another client. Fines incurred by a client may; however, be paid by anyone, regardless of affiliation, as long as the fine(s) have not be transferred to the Bursar's Office or exceeded the fifteen (15) day limit.

# Fine Appeals

Digital Media Services reviews the Equipment Loan Policies and Procedures on a semester basis. In order to provide transparency regarding the changes, the change log above details the individual changes to the contract.

## 2.8. FINE APPEALS

All fines - excluding those to which have been assumed, for lost, stolen, unreturned or damaged equipment - after posting, may be appealed to Digital Media Services only within fifteen (15) days of receiving notification. After the fifteen (15) day review period, appeal requests will not be granted.

### 2.8.1. CONDITIONS FOR AN APPEAL

In order to request a fine appeal from Digital Media Services-incurred fines, the following conditions must be met:

1. All equipment and components must to be returned to the respective Digital Media Services location;
2. An email notification from [digitalmediaservices@luc.edu](mailto:digitalmediaservices@luc.edu) has been received to a client's Loyola University Chicago inbox with information regarding their fine; and
3. The fine that is being appealed is currently unpaid and within 15 days of the above e-mailed notice.

### 2.8.2. COMMONLY DECLINED APPEAL REQUESTS

As a reminder, fine appeals that are submitted based on the following criteria may be declined as they are indicated in the original equipment contract:

#### 2.8.2.1. UNAWARE OF THE DUE DATE/TIME OF MY EQUIPMENT LOAN

Clients are responsible for verifying all items on their contract are accounted for in any equipment loan prior to leaving the Lab or the checkout process. After signing an Equipment Loan Contract, a client is responsible and solely liable for all items listed on said contract. If an item is not returned or is lost, they will be billed to the client as a fine for the full MSRP.

#### 2.8.2.2. APPEAL SUBMITTED OUTSIDE OF THE 15 DAY NOTIFICATION PERIOD

All fines - excluding those to which have been assumed - after posting, may be appealed only within fifteen (15) days of receiving notification.

#### 2.8.2.3. ASSUMED EQUIPMENT WAS RENEWED BY CREATING A NEW RESERVATION

Renewal requests received through email or telephone will not be accepted. All equipment must be returned to the specified Digital Media Lab by the assigned date and time on a client's signed contract. In order to renew equipment, a new reservation must be made and the equipment must be returned to verify the equipment and print a new contract.

#### 2.8.2.4. UNABLE TO RETURN MY EQUIPMENT TO LAKE SHORE OR WATER TOWER

Items that are returned after their assigned time will result in the client receiving an overdue fine for the total time that the equipment is late.

#### 2.8.2.5. THE FINE VALUE IS TOO HIGH

All fine values are provided at the time of loan on the signed contract. There is no maximum fine for overdue equipment; however, the policies regarding fines and how they are applied may be reviewed in this document.

#### 2.8.2.6. EQUIPMENT RETURNED LATE ON BEHALF OF ANOTHER CLIENT

Digital Media Services does accept returns from other Loyola University Chicago student, faculty or staff members; however, if equipment is returned on a client's behalf, the condition of all contents are accepted by the original borrower and may not be appealed. This is because the condition of the equipment cannot be guaranteed between when the equipment is not in the possession of Digital Media Services or the primary borrower.

#### 2.8.2.7. EQUIPMENT WAS NOT RESERVED WHILE MY LOAN WAS OVERDUE

Regardless of whether reservations were made for the specific equipment overdue, the lack of availability of the resource has an impact on client's attempting to reserve equipment or make a walk-up equipment loan. Fines will not be waived due to the lack of, or presence of, reservations for the specific equipment item.

### 2.8.3. SUBMITTING AN APPEAL AND WHAT TO EXPECT

The following steps should be followed to appeal an assessed Digital Media Services fine:

#### 2.8.3.1. STEP 1 - SUBMIT AN APPEAL ONLINE

[Click here to begin the Fine Appeal Online Form](#). Fine appeals must be submitted online and are not accepted over the phone, through email or in written form. An appeal request does not guarantee that a client's appeal will be granted or denied, as all requests are reviewed on a case-by-case basis.

#### 2.8.3.2. DIGITAL MEDIA SERVICES REVIEW COMMITTEE ASSESSES THE APPEAL

The Review Committee, comprised of the Lake Shore and Water Tower Campus Digital Media Specialists, will evaluate the appeal in consideration of this overall Guide and determine the validity and accuracy of the fine. Commonly declined fine appeals are provided for a client's reference in section 2.8.2. "Commonly Declined Appeal Requests."

During the review process, the Committee may request documentation to support a client's appeal or include, as necessary, other Digital Media Services/Information Technology Services/University staff members for consultation.

#### 2.8.3.3. NOTIFICATION PROVIDED REGARDING THE APPEAL STATUS

The client will be notified of the status of their appeal via e-mail within three (3) business days.

- If an appeal is approved, either a partial or complete fine will be removed from their account. If a balance remains, the policies denoted in section 2.7.1. "Fine Notifications" will remain in effect; however, a new appeal process will no longer be accepted as an appeal decision has been provided.
- If an appeal is declined, the policies denoted in section 2.7.1. "Fine Notifications" will remain in effect; however, the balance on a client's account will remain. Instructions regarding a request for secondary appeal review by the Manager of Digital Media Services will be provided in a client's declined appeal notification.

# Copyright

Digital Media Services reviews the Equipment Loan Policies and Procedures on a semester basis. In order to provide transparency regarding the changes, the change log above details the individual changes to the contract.

## 1.4. COPYRIGHT

The copyright law of the United States (Title 17, United States Code, 1976) governs the making of photocopies or other reproductions of copyrighted materials. The Digital Millennium Copyright Act (DMCA) of 1998 is designed to protect copyright holders from online theft. Copying, distributing, downloading, and uploading information on the Internet may infringe on the rights of the copyright owner. Even an innocent, unintentional infringement has the potential to violate the law. Every audio, visual or written work has copyright protection unless that protection has expired or the creator places it in the public domain. The work does not have to have a copyright notice or a copyright symbol to be protected by copyright. If a client cannot determine whether or not a work is copyrighted assume that it is copyrighted.

### 1.4.1. DIGITAL MEDIA SERVICES ASSISTANCE

Members of the Digital Media Services (DMS) staff will adhere to and will not knowingly violate the intent and the specifics of copyright laws. Furthermore, members of the DMS staff will not duplicate media materials without expressed written consent from the copyright owner. For questions regarding duplication of media with an unknown or unavailable copyright clearance source, please contact [legacyformats@luc.edu](mailto:legacyformats@luc.edu) or a University Libraries staff member.

Copyright ownership information usually can be found in the recorded or printed material itself or on labels and covers. It is the user's responsibility to determine whether information is copyrighted, whether it meets the criteria for "fair use", and to seek permission from the copyright holder for its use as necessary.

Also, before using any image, make sure the the copyright restrictions are understood and that permission has been obtained to use the image. As a reminder:

- Derivative works, or works based on another work, must be different enough from the original to be regarded as a "new work" in their own right: in other words, the derivative work must be copyrightable itself.
- Another thing to consider is that to publish an image (even one that a client has personally taken) of a recognizable subject without his or her permission, a client must have the subject sign a model release.

### 1.4.2. COPYRIGHT RESOURCES AND ADDITIONAL INFORMATION

For more information regarding resources for copyright at Loyola, please visit the following links:

- Copyright Highlights: <http://luc.edu/copyright/highlights.shtml>
- Duplication of Copyrighted Material: <http://luc.edu/copyright/Duplication.shtml>

For additional information and resources outside of the Loyola University Chicago network, please review the following external web resources:

- United States Copyright Office: <http://www.copyright.gov/>
- Fair Use as Defined by Stanford: <http://fairuse.stanford.edu/overview/fair-use/>