**OverDrive® Digital Library Reserve Consortium: Participating Library Form**

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| **Consortium Information** | | |
| Name of Consortium: **Virtual Library of Wyoming** | | |
| Name of Participating Library: | | |
| Address:  Edinburg, TX 78539-6316 | | |
| City, State/Province, Postal Code: | | Country: USA |
| **Participating Library Primary Contact** | | |
| Name: | Title: | |
| Telephone: | Email: | |
| **Accounting Contact** (*all invoices will be emailed to the contact listed below):* | | |
| Name: | Title: | |
| Telephone: | Email: | |
| *Bill To* Address: | | |
| City, State/Province, Postal Code: | | Country: |

□OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive’s communications and promotional emails to your Participating Library Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

**OverDrive Content Service Plan Fee Schedule**

Each Participating Library of the Consortium shall be invoiced an Annual Participation Fee according to the chart below. The Annual Participation Fee shall be collected each year and allocated as follows: one-fourth (1/4) toward configuration, system fees and maintenance, and three-fourths (3/4) toward the selection of Digital Content for the shared Consortium collection. The Annual Participation Fee shall be based upon Participating Library’s Legal Service Area Population as reported by the then current information available at the Institute of Museum and Library Services (<http://harvester.census.gov/imls/search/index.asp?&LibraryName>).

**Annual Participation Fee for 2014 - 2018** Please check one:

Tier 1 Legal Service Area Population up to 5,000 **$1,600** per year \_\_\_\_\_\_\_\_\_\_\_

Tier 2 Legal Service Area Population of 5,001 – 15,000 **$3,000** per year \_\_\_\_\_\_\_\_\_\_\_

Tier 3 Legal Service Area Population of 15,001 – 35,000 **$6,000** per year \_\_\_\_\_\_\_\_\_\_\_

Tier 4 Legal Service Area Population of 35,001 – 60,000 **$9,000** per year \_\_\_\_\_\_\_\_\_\_\_

Tier 5 Legal Service Area Population of 60,001 + **$12,000** per year \_\_\_\_\_\_\_\_\_\_\_

All payments due to OverDrive under this Agreement are due within thirty (30) days of presentation of invoice.

At any time during the term of this Agreement, Participating Library may select additional Digital Content subject to standard terms and pricing.

**OverDrive Consortium Terms and Conditions:**

**Term:** The Initial Term of this Participation Form shall be for **four (4) years** from the Effective Date of the Consortium Agreement and shall automatically renew for successive Terms of two (2) years unless either party provides written notice of intention not to renew ninety (90) days prior to the expiration of the then-current term.

**Annual Participation Fee:** This fee shall include any and all services relating to use of the Application Services including the DLR Service, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. Participating Library’s initial Annual Participation Fee invoice may be prorated in order to align with the billing cycle of the Consortium.

**Membership:** Public Libraries in Wyoming with Legal Service Area Populations under 100,000 shall be eligible to join the Consortium. Any current OverDrive standalone system customer shall not be eligible to join the Consortium. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium.

**One-Time Integration Fee:** Participating Libraries joining Consortium after launch of the Consortium Website shall pay to OverDrive a One-Time Integration Fee of $500.

**Digital Content Usage:** Authorized Patrons and/or Participating Library may access and/or download the Digital Content (i) on Participating Library-issued devices or computers with exclusive and individual unique user accounts; (ii) on Participating Library-issued devices which are circulated in accordance with the OverDrive Test Drive program; (iii) on Authorized Patrons personal devices; (iv) on shared Participating Library computers which employ an application that restores the computer to its original configuration after use by an individual Authorized Patron (e.g. Deep Freeze, Windows SteadyState, or other similar application); and (iv) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction.

**Additional Fees:** Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library’s own expense, and are not included in the Annual Participation Fee.

**Withdrawal:** Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been purchased with the Participating Library’s monetary and in-kind contributions to Consortium shall remain with Consortium.

OverDrive Digital Library Reserve is licensed pursuant to the OverDrive Digital Library Reserve Consortium Access Agreement, available at <http://www.overdrive.com/dlrc-aa.pdf>, the terms of which are incorporated herein and may be modified from time to time.

**Acknowledgement and Acceptance:**

On behalf of my Participating Library, I represent and warrant that I have the authority to enter into this Participation Agreement and my signature below indicates my Participating Library’s agreement and acceptance of the OverDrive Digital Library Reserve Access Agreement.

By (signature) Title

Name (Print) Date

**Please complete this order form** **and return by fax to +1 216-573-6889 or email to** [**sales@overdrive.com**](mailto:sales@overdrive.com)**.**

Thank you for your order!