

Pace University Law Library 2020 Yearly Access Contract



**Elisabeth Haub
School of Law**
PACE UNIVERSITY

Please Print : Date: _____

Name: _____

Street Address: _____

City, State, & Zip: _____

Phone Number: _____

Email: _____

For good and valuable consideration, the exchange, receipt, and sufficiency of which the parties hereto hereby acknowledge, Pace University agrees to grant the above-named person (“You”) access to Pace University Law Library in accordance with the following terms and conditions (“Yearly Access Contract”):

General: The access granted by this Yearly Access Contract is granted to you alone and is accordingly nontransferable. You may not assign or otherwise transfer this Yearly Access Contract or its rights or responsibilities to any other person or entity. You must re-shelve any and all materials you use. You hereby acknowledge that your failure to comply with any Law Library or University rules, regulations, or procedures or with directives of authorized University personnel may subject you to immediate ejection from University property and termination of this Yearly Access Contract, without refund and without prejudice to such legal and/or equitable remedies as by law may be available to the University. A complete set of Law Library rules is available at <http://law.pace.edu>.

Prohibited Facilities: You may not use the Law Library study rooms. You may not use the Computer Labs. You may not use the second and third floors of the Gerber Glass Building; access to these and other University facilities is prohibited.

Disruption: If, in the opinion of the University, you engage in violence, destruction of property, or other unlawful acts; engage in any act that disrupts or interferes with the functioning of the Law Library, Pace Law School, or Pace University, or that disturbs the academic process or decorum of the University setting; or ignore or refuse to comply with an official directive to desist, the University may immediately eject you from its premises and may seek such other penalties as are provided by law. A nonexclusive set of examples of conduct which may lead to ejection is listed in the Pace University Guiding Principles of Conduct, published in the Student Handbook at <http://www.pace.edu>. As necessary, the University will employ injunctive procedures or call upon law enforcement or other lawful civil authority to maintain or restore order.

Circulation: You may check out two-hour reserve materials for in-Library use only. You must leave a valid government-issued photo identification card at the Circulation Desk while the material is checked out to you.

Computers: The Law Library maintains a limited number of computers that do not require a network login, all of which provide access to word processing, the internet, and printing at a cost of six cents per page. One of these computers provides access to Lexis (selected databases). Any other use of Lexis must be made using your own Lexis ID numbers. Please ask a Reference Librarian to direct you to the computers that do not require a network login. Use of such computers is subject to availability. The Law Library and/or the University may modify or terminate access to such computers at any time, with or without notice. Your use of any other Law Library computers is prohibited. Wifi access is not available for pass holders.

Photo ID cards: You will be charged a \$25 replacement fee for lost or stolen photo ID cards.

Rates: Law Library Access fees are prorated as follows:

Join between these dates	Duration of membership	Cost
Jan 1 - March 31	from the date you join until Dec 31 of that same year	\$450.00
April 1 - June 30	from the date you join until Dec 31 of that same year	\$337.50
July 1 - Sept 30	from the date you join until Dec 31 of that same year	\$225.00
Oct 1 - Dec 31	from the date you join until Dec 31 of that same year	\$112.50

Miscellaneous: By signing this Yearly Access Contract, you hereby acknowledge that you fully understand and accept all risks involved in using University facilities. On behalf of yourself and your heirs, assignees, and personal representatives, you hereby agree to defend, hold harmless, and indemnify to the fullest extent permitted by law, and release forever and forever discharge Pace University and its trustees, officers, agents, and employees from and against any and all claims, demands, and actions or causes of action, damages, or liabilities of any kind whatsoever, including, but not limited to, attorneys' fees, that may arise from damage to personal property, personal injury, or death which may result from your use of University facilities. Further, you hereby authorize Pace University through its authorized agents to secure for you any necessary emergency medical treatment during your use of University facilities. Except as may be preempted by federal law, this Yearly Access Contract is governed by the laws of the State of New York, without regard to any choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Yearly Access Contract shall be conducted in a court of appropriate jurisdiction in the Borough of Manhattan, City of New York Nothing herein expressed or implied is intended to or shall be construed to confer upon or give to any person or entity other than you, Pace University, and Pace University's successors or assigns, any rights or remedies under or by reason of this Agreement.

I have read and understand this Yearly Access Contract and agree to its terms and conditions.

Signature_____

Staff use only*****

Name: _____ Date: _____ Amount paid: _____ Cash / Check / Credit Card
 If issuing a replacement card, please enter your name, date, and the patron's stated reason. The Pace OneCard Office will issue a replacement ID upon proof of payment of \$25 replacement fee to the Pace Office of Student Assistance.