

**SOLINET & NETLIBRARY  
SHARED COLLECTION ORDER FORM**

*LIBRARY INFORMATION (Please type or print)*

Name of Institution: Nassau County Public Library OCLC Symbol: NSS

Mailing Address: 25 N. 4th St.  
Fernandina Beach, FL 32034

City Fernandina Beach State FL Zip 32034

SOLINET Member:    yes       no

Contact Name: Michael Kucsak	
Telephone: 904-491-3623	Fax: 904-277-7366
Email Address (required for notification of activation):  mkucsak@nassau.lib.fl.us	

**IP Addresses**

Show addresses as 4 octets. Use hyphen to show ranges and \* to show a complete octet, e.g.: 113.108.119.200-245 or 127.84.7-29.\* or 188.55.\*\*  
Do not use CIDR notation or subnet masking.

Main IP Addresses
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**If you only have dial up Internet accessibility please contact Mark Flynn at the State Library of Florida at Phone: 850-487-2651  
Or email: mflynn@stafla.dlis.state.fl.us**

This Agreement is valid and enforceable only if sufficient funds are made available to the state institutions by their respective state legislatures for the purpose of this program. It is mutually agreed that if the state legislature does not appropriate funds for the program, this Agreement shall be terminated or amended to reflect any reduction of funds. The decision to continue with the agreement must be made no later than thirty (30) days after the new fiscal year affected by the legislature funding.

  
\_\_\_\_\_  
Authorized Signature/Title

11/15/00  
\_\_\_\_\_  
DATE

**Please return this signed form via fax to Beth Watson  
at Tampa Bay Library Consortium, FAX: 813-628-4425**

SOLINET SUBSCRIBER AGREEMENT

Southwestern Library Network, Inc. (SOLINET) will include ("Licensee") as a "Member" library in its contract with netlibrary.com to allow access to its SOLINET'S Shared Collection (Consortium netlibrary.com). If members so desire, SOLINET will also provide ordering, billing, for individual libraries for unique collections and individual eBooks (Member netlibrary.com). Member agrees to the terms and conditions specified here in the netlibrary.com Consortium Agreement and the netlibrary eBook Library Agreement: Subscriber Terms and Conditions (Exhibit D). These agreements represent the agreements for access to and use of the service. Member agrees to abide by the terms, and conditions, as revised from time to time as if same were fully set forth herein.

1. This agreement is dependent upon the Consortium Agreement remaining in effect between Consortium and netlibrary. Consortium will notify the Member prior to the expiration of this agreement so that Member can make other arrangements for access.

2. Member agrees to access and use the SOLINET Shared Collection and purchase Member unique collection and individual eBook in accordance with the netlibrary eBook library Agreement: Subscriber Terms and conditions (Exhibit D). The Member will exercise reasonable good faith efforts to inform Authorized Users of restrictions on use of NL; however, the Member shall not be liable for the actions of individual Authorized users who act without the knowledge and consent of the Members.

3. Member agrees to pay SOLINET fees as invoiced. All charges shall be due thirty (30) days from the date of receipt of the invoice reflecting such charges. SOLINET will advise NL of Member's failure to abide by their terms, including payment related matters. NL will decide whether to continue service in these instances. Members participating through SOLINET in the unique collections program are not eligible for credits related to a possible overlap in titles with those in the SOLINET Shared Collection.

4. The Agreement shall be governed by and construed in accordance with the State of \_\_\_\_\_.

5. Warranty Disclaimer - EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8 OF THE CONSORTIUM AGREEMENT, CONSORTIUM NETLIBRARY.COM, EACH MEMBER NETLIBRARY.COM AND THE EBOOKS LICENSED HEREUNDER ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND AND NETLIBRARY AND SOLINET EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER NETLIBRARY, SOLINET NOR ITS CONTENT PROVIDERS WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF NETLIBRARY.COM, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NETLIBRARY, SOLINET OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF NETLIBRARY'S OBLIGATIONS HEREUNDER, AND MEMBER LIBRARY MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

6. Confidential Information. To the extent allowed by applicable law, Member agrees that it shall not use or disclose information relating to (i) the terms of this Agreement, (ii) the content of reports delivered hereunder, or (iii) pricing terms or arrangements under this Agreement; provided, that Member may disclose such information to its member organizations subject to the restrictions set forth above with respect to further disclosure by such members, or as required by law.

7. In the event that netlibrary is unable to fulfill its responsibilities and requires the use of the Backup eBook Copies system (as described in Section 12 of the Consortium Agreement), Consortium or its permitted designee is not required to assume the responsibility for providing this

service. If netLibrary ceases to operate, an escrow plan is in effect which may require some additional access fees from the Member to Consortium or its designee. Exhibit C prescribes Member's duty using escrow plan.

This Agreement shall take effect upon the latest date of execution below by duly authorized representatives of the Library and shall automatically renew on the first day of \_\_\_\_\_ annually, except as otherwise provided by written notification from Consortium to the Library, or from the Library to Consortium.

This Agreement is valid and enforceable only if sufficient funds are made available to the state institutions by their respective state legislatures for the purpose of this program. It is mutually agreed that if the state legislature does not appropriate funds for the program, this Agreement shall be terminated or amended to reflect any reduction of funds. The decision to continue with the Agreement must be made no later than thirty (30) days after the new fiscal year affected by the legislature funding.

\_\_\_\_\_  
Name of Library

SOUTHEASTERN LIBRARY  
NETWORK, INC.

\_\_\_\_\_  
Signature for Library

  
\_\_\_\_\_  
Signature for Consortium

\_\_\_\_\_  
Name (please print or type)

Nick D. Deonas  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

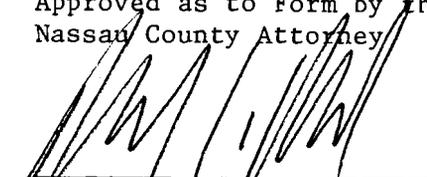
\_\_\_\_\_  
Date

Chairman                      November 13, 2000  
\_\_\_\_\_  
Title    Date

ATTEST:

  
\_\_\_\_\_  
J. M. "Chip" Oxley, Jr.  
Ex-Officio Clerk

Approved as to Form by the  
Nassau County Attorney

  
\_\_\_\_\_  
Michael S. Mullin

## MEMBER TERMS AND CONDITIONS AGREEMENT

### NETLIBRARY eBooks LIBRARY AGREEMENT

THIS NETLIBRARY eBook LIBRARY AGREEMENT (this "Agreement") dated \_\_\_\_\_, 2000 is between \_\_\_\_\_ ("Customer") and netLibrary, Inc., a Delaware corporation ("NL").

#### Recitals

- A. NL has acquired certain rights to convert various books and other works to electronic format, and to market and distribute the works as converted. (The works, as converted, are referred to in this Agreement as "eBooks." ) NL has also designed and developed certain computer software and an Internet Web site, as well as related business relationships, concepts, plans and ideas, for an electronic "library" service know as netLibrary.com ("netLibrary.com") for hosting and managing eBooks and other materials over the Internet.
- B. NL and Southeastern Library Network, Inc. ("Consortium") have entered into a netLibrary.com Consortium Library Agreement (the "Consortium Agreement"). Capitalized terms used in this Agreement without definition shall have the meanings assigned to them in the Consortium Agreement. Customer and Consortium have entered into a Subscriber Agreement (the "Consortium Subscriber Agreement") pursuant to which Customer has been designated a "Member" as defined in the Consortium Agreement, and Consortium has been designated to act on behalf of Customer for certain purposes under the Consortium Agreement. Customer desires to purchase licenses to certain eBooks subject to the terms and conditions described in the Consortium Agreement, the Consortium Subscriber Agreement and herein.

In consideration of the mutual covenants and obligations set forth below, the parties agree as follows:

#### Agreement

### ARTICLE 1. PURCHASE OF EBOOK LICENSES

- 1.1 Purchases by Customer; Designation of Distributor. From time to time during the term of this Agreement, Customer may purchase from NL or through Consortium licenses to eBooks, as selected by Customer, on the price, discount and payment terms set forth or referred to in the Consortium Agreement or as otherwise agreed between NL and Customer. Customer hereby designates Consortium as its distributor for the purpose of acquiring rights to eBooks on behalf of Customer under the Consortium Agreement, with authority to act (including ordering eBooks) on behalf of Customer under this Agreement, the Consortium Agreement and the Customer's Consortium Subscriber Agreement. NL is authorized to rely on this designation and to recognize Consortium as distributor for Customer. Customer agrees to comply with and be bound by all the provisions of the Consortium Agreement applicable to "Members."
- 1.2 Copyrighted Works. Customer acknowledges that the copyright to each eBook is owned by NL and the respective publisher thereof. All Rights Reserved. By purchasing a license to an eBook under this Agreement, Customer obtains a perpetual, non-exclusive right to access and use the copy purchased, but Customer does not own any rights in the copyrights associated with the eBook. Customer agrees that any use of the eBooks by Customer or its patrons, members, students, faculty and other users (collectively, "Patrons") is governed by and shall be in compliance with U.S. copyright laws. Customer acknowledges that it and its Patrons have no right to make copies of any eBook, or any portions thereof, except to the extent permitted by such copyright laws.

## ARTICLE 2. NETLIBRARY.COM SERVICES

- 2.1 Provision of Services. During the term of this Agreement, NL shall provide to Customer the "Member netLibrary.com" and related services (the "netLibrary.com Services") described on Exhibit A to the Consortium Agreement.
- 2.2 Patron Usage
- (a) Customer will be solely responsible for determining which of Customer's Patrons will have access to Member netLibrary.com under the terms of this Agreement.
  - (b) **The use of netLibrary.com by Customer and Patrons shall be governed by the netLibrary.com online Terms of Use as amended from time to time.** NL reserves the right to terminate any Patron's access to and usage of netLibrary.com in the event that such Patron of the Terms of Use. NL may notify Customer of any violation by a Patron violates the Terms of Use. Except in the case of repeated or persistent violations or violations that NL determines may cause a risk or substantial liability or harm, if the use of Member netLibrary.com or any eBook by any person given access by Customer violates the Terms of Use, Customer shall have seven days to attempt to correct the violation, and NL will not terminate any Patron's usage if the violation is corrected within the seven-day period. Repeated violations of the Terms of Use by Customer or Patrons may be cause for termination of this Agreement.

## ARTICLE 3. GENERAL PROVISIONS

- 3.1 Term
- (a) Except as provided in Section 3.1(b), the initial term of this Agreement shall commence upon the effective date hereof and shall terminate one year from such effective date. This Agreement shall automatically renew for additional one year terms on the first and each subsequent annual anniversary of such effective date unless either party gives written notice to the other party, at least 60 days prior to expiration of the then current term, of its election to terminate this Agreement.
  - (b) With respect to any eBook for which Customer is receiving netLibrary.com Services, NL shall continue to provide such services for the Customer until Customer elects to remove the eBook from Member netLibrary.com or to cease paying Access Fees, even though this Agreement may be terminated as to future purchases of eBooks.
- 3.2 Termination. A party (non-breaching party) may terminate this Agreement at any time after providing the other party 60 days prior written notice of the occurrence of any of the following events, unless such event is capable of cure or remedy and is cured or remedied within the 60-day period following receipt of such written notice (provided that a 10-day notice and cure period shall apply to nonpayment of amounts due):
- (a) A party fails to timely pay any amounts due hereunder; or
  - (b) A party violates any material provision of this Agreement (which shall include a material failure to provide required services hereunder, a breach by Customer or its Patrons of copyrights laws, or a breach of the confidentiality provisions of this Agreement) or otherwise has committed breaches of this Agreement that, in the aggregate, are material.
- 3.3 Limited Warranty. NL warrants that, as to any eBooks sold or licensed to Customer hereunder, NL has the necessary authority to sell or license such eBooks to Customer and, as applicable, to

provide the netLibrary.com Services to Customer. Otherwise, NL's sole warranty hereunder is, as applicable, that NL will use commercially reasonable efforts to provide the netLibrary.com Services as described in this Agreement.

3.4 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.3, MEMBER NETLIBRARY.COM, THE NETLIBRARY.COM SERVICES, AND THE EBOOKS LICENSED HEREUNDER ARE PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND AND NL AND ITS CONTENT PROVIDERS AND CONSORTIUM EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER NL NOR ITS CONTENT PROVIDERS NOR CONSORTIUM WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF NETLIBRARY.COM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NL OR CONSORTIUM OR THEIR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF NL'S OBLIGATIONS HEREUNDER, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

3.5 Indemnity; Limitation on Damages

- (a) NL will defend, indemnify and hold Customer harmless from any action based solely on a claim that the use by Customer or its Patrons of netLibrary.com or the eBooks purchased under this Agreement in accordance with this Agreement infringes any copyright or trade secrets of any third party. Customer will defend, indemnify, and hold NL harmless from any action based on a claim that the use by Customer or its Patrons of Member netLibrary.com or the purchased eBooks in violation of the terms of this Agreement infringes any copyright or trade secrets of any third party.
- (b) Except as provided in Section 3.5(a), neither party shall claim special, incidental, indirect, or consequential damages, including lost profits, for breach of this Agreement. This limitation shall also apply as to any claims brought against NL's content providers. Remedies shall be limited to claims for amounts due hereunder, for injunctive relief only as provided hereunder, or for direct damages. A party's aggregate liability for any and all claims, losses, liabilities and demands arising hereunder, whether for breach of contract, in tort or otherwise, shall be limited (in the case of NL's liability to Customer) to the total amount of fees, paid by Customer to NL, or (in the case of Customer's liability to NL) to the amount of fees payable by Customer to NL, in each case in the 12-month period preceding the claim. Notwithstanding any other provision of this Agreement, a non-breaching party may seek injunctive relief in any court of competent jurisdiction to enjoin or restrain the breaching party from continuing to do any act or commit any violation or threatened violation of this Agreement, and the prevailing party, if any, on a claim for injunctive relief shall be entitled to recover its reasonable attorneys' fees incurred in connection with that proceeding. Injunctive relief will be without prejudice to the non-breaching party's right also to seek money damages for breach.

3.6 Confidential Information. To the extent allowed by applicable law, Customer agrees that it shall not use or disclose information relating to (i) the terms of this Agreement, (ii) the content of reports delivered hereunder, or (iii) pricing terms or arrangements under this Agreement.

3.7 General Provisions.

- (a) Assignability. Neither party may sell, assign, transfer or convey this Agreement or its rights and obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld; provided that NL reserves the right to assign or transfer this Agreement to an affiliate or to any party that acquires substantially all of

the assets of NL. Nothing in this section shall restrict usage of Member netLibrary.com by Patrons.

- (b) Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter hereof, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, understanding or negotiation that may have existed between NL and Customer to the extent that any such agreement relates to the subject matter hereof. In the event of any conflict between this Agreement and the Consortium Subscriber Agreement, this Agreement shall control as between Customer and NL. Nothing in the Consortium Subscriber Agreement shall increase NL's obligations or decrease its rights under this Agreement or the Consortium Agreement.
- (c) Exhibits Incorporated. Any Exhibits referred to in this Agreement shall be deemed incorporated in this Agreement by reference.
- (d) Force Majeure. Customer acknowledges that the Internet is an unsecure, unstable, unregulated, unorganized and unreliable environment, and that the ability of NL to deliver the netLibrary.com Services may be dependent upon the Internet and equipment, software, systems, data and services provided by various telecommunications carriers, equipment manufacturers, firewall providers and encryption system developers and other vendors and third parties. Neither party shall be liable for or have the right to terminate this Agreement as a result of, any delays or failures to perform any of its obligations hereunder to the extent that such delays or failures are due to circumstances beyond its reasonable control, including acts of God, strikes, riots, acts of war, power failures, functions or malfunctions of the Internet, telecommunications services, firewalls, encryption systems and security devices, or governmental regulations imposed after the date of this Agreement.
- (e) Further Assurances. Customer and NL agree to take such further actions and to execute such further documents as may be necessary or appropriate to effectuate this Agreement and the transactions contemplated herein.
- (f) Jurisdiction and Venue. NL and Customer agree that any action arising from or out of the negotiations, execution, interpretation or enforcement of this Agreement may be brought in the state or federal courts that are located in the State of Colorado. Customer hereby consents to jurisdiction and venue in the state and federal courts in Colorado.
- (g) Law Governing Agreement. This Agreement shall be governed by the laws of the State of Colorado, U.S.A. (without regard to any conflict of laws provisions contained therein.)
- (h) Modification or Amendment. Notwithstanding any other provision contained herein, NL shall have the right to modify and amend its fees and discounts on each annual anniversary of this Agreement provided that NL provides Customer with 30 days written notice of any new fee or discount structure. Any other modification or amendment of any provision of this Agreement must be in writing and signed by a duly authorized representative of each party.
- (i) No Third-Party Beneficiaries. This Agreement is not intended to confer any benefit on any person or entity not a party hereto.
- (j) Notices. Any notice, demand, request, consent, approval or other communication (collectively, the "Notices") required or permitted to be given by any provision of this Agreement shall be in writing and sent by hand-delivery, by special courier capable of confirming receipt, by United States Certified Mail (return receipt requested, postage prepaid), or by telecopy or E-Mail if receipt is confirmed. The parties recognize that a

Notice might not be deemed effective if receipt is not confirmed. Notices shall be addressed to the party to be so notified as follows:

If to NL: netLibrary, Inc.  
Attention: Richard L. Rosy  
3080 Center Green Drive  
Boulder, Colorado 80301  
Telephone: (303) 415-2548  
FAX: (303) 381-8600  
E-Mail address: [rrosy@netlibrary.com](mailto:rrosy@netlibrary.com)

If to Customer: Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-Mail address: \_\_\_\_\_  
Attention: \_\_\_\_\_

Notice pursuant to this Agreement shall be deemed given pursuant to the following rules: if hand-delivered, at the time of delivery; if sent by special courier, if mailed, on the seventh day after deposit thereof in the United States Mails; and if sent by telecopy or E-Mail, on the date transmitted if the sender receives confirmation that such transmission was received.

- (k) Severability. If any provision of this Agreement shall prove to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and in lieu of each provision of this Agreement that is legal, invalid or unenforceable, there provision as may be possible and be legal, valid and enforceable.
- (l) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- (m) No Partnership. It is not the intention of the parties to create, nor shall this Agreement be construed as creating, a partnership, joint venture, agency relationship, or association, or render the parties liable as partners, co-venturers, agents or principals.
- (n) Survival. Sections 1.2 (Copyright Works), 2.2 (Patron Usage), 3.5 (Indemnity), and 3.6 (Confidentiality) shall survive termination of this Agreement.

Executed to be effective as set forth above.

NETLIBRARY, INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Customer:

By:   
Name: Nick D. Deonas  
Title: Chairman  
Nassau County Board of  
County Commissioners

Agenda Request For: November 13, 2000

Department: Library

Fund: General Fund

00 OCT 17 AM 10:35

SECRET

Action requested and recommendation:  
Sign agreement forms to participate in eBooks project from the State Library.

Funding Source:  
NA

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:  
Residents will have free access to over 11,000 new books.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?  
NA

Reviewed by:

Legal

Finance

Coordinator

A handwritten signature in black ink, appearing to be 'D. [unclear]', written over the 'Coordinator' label.

# Nassau County Public Library System



25 N. 4th Street  
Fernandina Beach, FL 32034

(904) 277-7367 voice  
(904) 277-7366 fax

Dawn S. Bostwick  
Director

Janet W. Loveless  
Assistant Director

**To: Mr. Gossett, County Coordinator**

**From: Dawn S. Bostwick, Librarian**

**Re: eBooks**

**Date: October 16, 2000**

Mr. Gossett,

The State Library has a new program that is very interesting and I recommend that we share in the project.

The State Library, using LSTA (federal grant) funds, has purchased a license for all public libraries in the state of Florida to use a collection of eBooks. There are 11,000 titles currently in this collection, it is estimated that a total of 20,000 titles will be available to us from a company called NetLibrary.

The eBooks (or electronic books) are free for our libraries and patrons to use as long as the agreement lasts with SOLINET our regional consortia. There is no end date yet on this collection. Residents would be able to use the books in the library as well as from their home.

The eBooks will show in our online catalog as a title (just like a regular book). Residents would "click" on the title to use it, read it. They would use the books from home as well, in the same manner as they would log on to any of our electronic databases.

The far majority of the collection is reference. The only fiction titles available are in the public domain. These are of course meant to be used as reference not actually read from "cover to cover".

There are lots of advantages to use of this collection. The price is right (FREE), so we do not have to buy these 11,000 titles. Since they are electronic, they do not take up space in our buildings. All of our branches will have all of the titles. All residents (including the schools) will be able to access these from home or office. The books cover a wide range of topics, all in depth materials which are costly to buy in the print form.

**Callahan**  
5266 St. Rd. 200  
Callahan, FL 32011

**Hilliard**  
205 Pecan Street  
Hilliard, FL 32046

There are three forms to sign in order for us to participate in this program. I have the originals attached.

Office of the Secretary  
 Office of International Relations  
 Division of Elections  
 Division of Corporations  
 Division of Cultural Affairs  
 Division of Historical Resources  
 Division of Library and Information Services  
 Division of Licensing  
 Division of Administrative Services



State Board of Education  
 Trustees of the Internal Improvement Trust Fund  
 Administration Commission  
 Florida Land and Water Adjudicatory Commission  
 Siting Board  
 Division of Bond Finance  
 Department of Revenue  
 Department of Law Enforcement  
 Department of Highway Safety and Motor Vehicles  
 Department of Veterans' Affairs

## FLORIDA DEPARTMENT OF STATE

**Katherine Harris**

Secretary of State

DIVISION OF LIBRARY AND INFORMATION SERVICES

**To:** Florida Public Library Administrators

**From:** Barratt Wilkins, State Librarian

**Date:** October 10, 2000

**Subject:** State-wide access to the SOLINET Shared Collection of netLibrary eBooks and Instructions on How to Order and Implement the Program.

I have good news to share with you regarding access to a new information medium of importance to public libraries and their patrons: eBooks. Through an agreement with SOLINET, The State Library of Florida is able to offer access for Florida Public Libraries to the SOLINET Shared Collection of netLibrary eBooks at a very affordable introductory cost. Consequently, I have made the decision to pursue a license agreement on behalf of all Florida Public Libraries using LSTA funds to make access available in perpetuity to the initial netLibrary SOLINET Shared Collection. The Tampa Bay Library Consortium (TBLC) has agreed to act as the Administrative Agent for this project

The purpose of this project is to provide an opportunity for Florida Public Libraries to introduce eBook access as a new service to your library patrons and to test the implementation and use of eBooks as a new information resource. Through this program 11,000 eBook titles will be accessible "in perpetuity" to your patrons by October 2000. SOLINET estimates that the collection will grow to over 20,000 titles by March 2001. Participation in this project will require that you make the SOLINET Shared Collection of netLibrary eBooks available to your library patrons and agree to participate in periodic evaluations of the program conducted by State Library staff. There is no cost to Florida public libraries that elect to participate in this program for the initial offering through SOLINET.

Florida public libraries will gain access to the SOLINET Shared Collection during October 2000. There is no "end date" for access to the collection. However, eventually, the initial SOLINET Shared Collection will be closed (no new titles added) as orders decrease. At that point, individual Florida public library participants have various options to choose that may include: 1) continue to participate in new collections at their own expense through the next SOLINET Shared Collection offer, 2) work directly with netLibrary for their own unique collections, or 3) limit participation to only the initial Shared Collection described above.

## STATE LIBRARY OF FLORIDA

R.A. Gray Building • Tallahassee, Florida 32399-0250 • (850) 487-2651

FAX: (850) 488-2746 • TDD: (850) 922-4085 • <http://www.dos.state.fl.us>

LEGISLATIVE LIBRARY SERVICE  
 (850) 488-2812 • FAX: (850) 488-9879

RECORDS MANAGEMENT SERVICES  
 (850) 487-2180 • FAX: (850) 413-7224

FLORIDA STATE ARCHIVES  
 (850) 487-2073 • FAX: (850) 488-4894

Attached you will find a document offering a description of the titles included called About the SOLINET Shared Collection as well as a list of Frequently Asked Questions and Answers. Two additional documents provided by SOLINET are also enclosed that you will find helpful in understanding the SOLINET Shared Collection program. They are netLibrary.Com Features and Services and The netLibrary Escrow Plan. If you have additional questions regarding this program that are not addressed in the information provided, please direct them to Mark Flynn at (850) 487-2651, or [mflynn@mail.dos.state.fl.us](mailto:mflynn@mail.dos.state.fl.us).

**How to Place an Order:**

In order to participate in this program you must sign and return the three documents enclosed in this information packet. They are:

- 1) the SOLINET and NetLibrary Shared Collection Order Form;
- 2) the SOLINET Subscriber Agreement;
- 3) the Member Terms and Conditions Agreement/Netlibrary eBooks Library Agreement.

Please return these forms to Beth Watson, Tampa Bay Library Consortium, 1202 Tech Blvd., Suite 202, Tampa, FL 33619. If you need assistance with filling out the forms, you may contact Beth at (813) 622-8252 or email her at [watsonb@tblc.org](mailto:watsonb@tblc.org).

Please allow four weeks for SOLINET and NetLibrary to process your order. Once your order is processed you will be notified of activation of the service by email. Also, at that point, a netLibrary representative will contact your library to assist you with implementation.

I thank all of you for your active involvement in this program and invite you to share your experiences with me and the State Library staff relating to the use of eBooks. Your continued input is very important to us as we embark upon this cooperative venture for Florida's public libraries.