

LAPTOP COMPUTER USE AGREEMENT AND INSURANCE CONTRACT

(Please review and retain for your records the agreement on pages 1 – 3;
student and parent please sign and return to the Collegiate High School the contract on page 4)

In the interests of furthering the educational goals of the Collegiate High School at Northwest Florida State College (NWFSC) and students, the school will make available for use by the student one (1) Laptop Computer (Laptop) for use while the student is registered in the school. Please note that students are not assured use of laptops during the summer term. In as much as possible the student will be issued the same laptop for the duration of the student's enrollment at the Collegiate High School.

The laptop is intended for educational purposes and will be issued upon the student's and parent/guardian's signed acceptance of the terms of this Laptop Computer Use Agreement, of the terms of the school's Computer/Network Resources Acceptable Use Policy and of the school's Code of Conduct.

1. Care of Equipment

The student will exercise all due and reasonable care in handling and use of said equipment and agrees to voluntarily return the equipment in good condition if the student is no longer registered in the School. The School accepts and acknowledges the reasonable and normal wear and depreciation in value of the laptop. The student will be responsible for damages when:

- a) The student's negligent use or misuse causes damage to the laptop.
- b) The damage to the laptop is intentional.
- c) The damage, depreciation, or wear and tear is outside the terms of this agreement.

Students should monitor the condition of the laptop while the laptop is officially issued to the student. **As soon as minor or major damage is observed the student should return the laptop to the school for repair.**

2. Loss Limit

Unless otherwise specified in this agreement, the maximum loss incurred by the student for a lost, stolen, or damaged laptop is \$1,000.00.

3. Lost or Stolen Laptop

If the laptop is lost or stolen, **the student** must file a report with the appropriate law enforcement agency within 48 hours of the time the laptop is lost or stolen. If such report is not properly filed, the student shall be liable to the school for the value of the missing laptop up to \$1,000. Additionally, the student must file an incident report with the school as soon as possible after the laptop is lost or stolen.

4. Rules of Use

The student shall abide by the school's Computer/Network Resources Acceptable Use Policy. Unacceptable use includes, but is not limited to, the following:

- a) Using network access to alter or destroy information belonging to others.
- b) Using profanity, obscenity or other language that may be offensive or abusive to another person.
- c) Copying personal communications to others without the original author's permission.
- d) Copying software or other copyright protected material in violation of copyright law.
- e) Using the network for any illegal activity or private business purposes.
- f) Spreading computer viruses deliberately or by importing files from unknown sources.

- g) Harassing another individual.
- h) Using the network to disrupt college/Collegiate High School business or educational activities.
- i) Use of any computer or program in a manner other than that which was intended.
- j) Unauthorized installation of software including downloads (ie. Napster, Morpheus, games, etc.) or modification of the laptop.
- k) Allowing use or possession of the computer by anyone other than the student to whom the computer is issued.

5. License Agreements

The School is the sole owner of the software included with the laptop. Any copying, modification, merging, or distribution of the software by the student, including the written documentation, is prohibited. The student is responsible for complying with any and all hardware, software, and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections. Violation of any such licenses, terms or laws shall constitute a violation of this agreement and the student may be subject to disciplinary action.

6. Termination of Agreement

Termination of this agreement shall occur automatically under any or all of the following circumstances:

- a) When the student is not registered for School.
- b) Breach of the terms of this agreement or other School policies.
- c) Upon notice to the student of termination from the School, with or without cause.

Upon such termination, the student shall return the laptop and all associated equipment and software to the Collegiate School Office within 48 hours from the student's last class period. The laptop must be returned prior to a reissue of a laptop for the subsequent term.

7. Notice of School Rights

The Student has no ownership, interest in, and no right to title in the laptop. The School is the equitable owner of the laptop and as such will enforce its rights vigorously through all means civil and criminal. Students who are in material breach of the agreement and/or who deny any of the School's ownership rights to the laptop may be subject to disciplinary action, including referral for possible civil action or prosecution for theft under Florida's Statutes. Notice of these civil and criminal remedies will be sent to any student in violation of the agreement prior to action being taken, but the failure to give such notice shall not impair or limit the School's rights.

8. Indemnification

Student and parent/guardian agree to reimburse and hold the School harmless from and against any and all liabilities, costs, collection costs, and damages (including attorney fees), which arise out of or relate in any way to the use of, misuse of, or failure to return the laptop equipment or software by the student or others.

9. Modifications, Upgrades & Repairs

The Student shall not modify, upgrade, or attempt repairs to the laptop or its installed software without the express written permission of the School. Any modifications, upgrades, or repairs made shall become the property of the School. Any damage to the laptop, or other requirement for modification, upgrading, or repair shall be immediately brought to the attention of the School. The student and parent/guardian is responsible for the cost of any modifications, upgrades or repairs to the laptop, including the carrying case and peripheral equipment, or its installed software, where it is required as a result of the student's misuse, negligence or intentional conduct, or other acts or omissions in violation of the agreement. Any required software must be installed by authorized NWFSC/Collegiate High School personnel.

10. Insurance

The student and or parent/guardian may purchase voluntary insurance from the School for the amount of \$50.00 per computer per year or portion of a year for the duration of the student's enrollment in the School. When purchased insurance coverage is assigned to any laptop officially issued to a student during a calendar year, including laptops issued during the summer term.

The School's self-insurance will cover the following:

- a) Student's stolen laptop, with a proper report filed by the student and parent/guardian with the appropriate law enforcement agency within 48 hours of the theft.
- b) Unintentional damage to student's laptop.

Students will be responsible for the value of lost computers for which insurance is not purchased. The value attributed to the computer will be calculated as \$25.00 times the number of months between the date the computer is lost and the expiration date of the warranty.

Insurance Exclusions:

The following items are not covered by insurance:

- a. Carrying case
- b. Wireless LAN adapter
- c. AC power supply

Term of the Laptop Computer Use Agreement

This agreement is effective as of the date the equipment is received and the Laptop Computer Use Agreement Contract (found on page 4) is signed by the student and parent/guardian.

This agreement will terminate on May 28, 2009, unless terminated or extended by written agreement.

An extension of this agreement may be made upon the reissue of a laptop for the summer term.

LAPTOP COMPUTER USE AGREEMENT AND INSURANCE CONTRACT 2008-2009

The Computer Use Agreement contract is made by and between the Collegiate High School of Northwest Florida State College(School) and the student and parent/guardian listed below, and will terminate on May 28, 2009, unless terminated or extended by written agreement.

Student Name (Printed)

Student Identification Number
(For office use only)

Parent/guardian Name (Printed)

By my signature, I hereby acknowledge that I have reviewed, understand and will abide by the terms of the Laptop Computer Use Agreement and Insurance Contract.

Student Signature

Date

Parent/guardian Signature

Date

INSURANCE CONTRACT For 2008-2009 SCHOOL YEAR

Please check one of the items below:

- I accept the laptop insurance. My check/money order made payable to the NWFSC College Store for \$50 is attached.
- I accept the laptop insurance. Please charge the \$50 to my VISA, Mastercard, or Discovery account # _____ Expiration date _____
- I decline the insurance and understand that loss or damage to the laptop will require me to reimburse the School up to \$1,000 per incident

AUTHORIZATION FOR DELIVERY and ACCEPTANCE

- By my signature below I authorize my student to accept receipt and verify the condition of the laptop, peripheral equipment and software issued by the school.** Within 24 hours of my student's acceptance of the equipment I will verify the good condition and working order of the equipment, and confirm the correctness of the serial number and school barcode number (form to verify number information will be in laptop bag) and notify the school of any discrepancies. In the event the student is no longer registered in the school, the laptop, and all associated equipment and software, must be returned to the school within 48 hours from the student's last class. I understand that the school will not issue the equipment unless both the student and parent/guardian have signed this agreement and receipt.
- I prefer to be present when the equipment is issued and reserve my signature until that time.** I understand that the school will not issue the equipment unless both the student and parent/guardian have signed this agreement and receipt and that I must call the Collegiate High School office to arrange to receive the equipment.

Parent/guardian Signature

Date

Student Signature

Date