

## Class of 2018 Tablet PC Use Agreement

This Student Tablet PC Use Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, between Assumption High School, Inc. (hereafter sometimes referred to as “School”, “Assumption” and “School’s Technology Department”), and Parent(s)), Parents of \_\_\_\_\_ “Student”) and for a valuable consideration the receipt and sufficiency of which is hereby acknowledged, agree as follows:

**Equipment:** Equipment Subject to Agreement includes the Tablet PC, computer accessories, and related software in the following list:

- One (1) HP Tablet PC, Model # \_\_\_\_\_, Serial # \_\_\_\_\_;
- One (1) AC Adapter (with power cord);
- One (1) Executive Tablet Gen2 Pen, and
- Software and Software Licenses installed or hereafter installed,

hereafter collectively referred to as “Equipment”.

**Ownership:** The School shall be deemed to have retained title to the Equipment at all times, unless the School transfers the title. The Student shall hold no security or ownership interest in the Equipment. Likewise, the Student shall hold no security or ownership interest neither in the licenses to the installed software included with the Equipment nor in the licenses to any other software that the School may from time to time install on the Tablet PC used by the Student.

**Fees:** The Student will pay \$600 per school year, for four (4) years, to cover the cost of:

- The Equipment listed above
- A replacement internal battery that will be issued at the beginning of the third year that the Student has her Tablet PC
- Software as required for the Student’s classes
- On-site maintenance and warranty repairs
- Accidental Damage Protection

**Term of Equipment Use:** The Student shall return all Equipment itemized above in good operating condition to the Technology Department of the School if the Student is not enrolled in the current school year (unless the School transfers the title). A pro-rated buyout can be arranged if the Student leaves the school before being graduated. Upon graduation the student may purchase the Tablet PC for \$5.

**Equipment Storage and Use at School:** The Equipment, with the exception of the power cord, must be on the School’s premises during each of the Student’s normal school days. The AC adapter should be kept at the Student’s home. During the School’s normal business hours or after school, when the Student is not in the immediate presence of the Equipment, the Equipment must be secured in a locked locker or other secure, approved location.

**Use of Equipment:** The primary use of the Equipment by the Student is for the Student’s educational programs. The Student may use the Equipment for other purposes only to the extent that those purposes do not interfere with the primary uses nor violate any state or federal laws. The Equipment will be returned to the Technology Department on the last day of school each school year and returned to the student at the beginning of the following school year.

**Compliance with Software Licenses:** The Student shall not make copies of software licensed to the school. The Student is responsible for compliance with the license terms of any other licensed software, and the Student agrees to hold the School harmless for any violations of such license terms.

**Backup Requirements:** The Student may store documents or other files on the Equipment, and the Student is solely responsible for making backup copies of student's documents or other files. In the event of loss of such documents or other files, the School's responsibility is limited to reloading the School's standard software on the Equipment.

**Care of Equipment:** The Equipment may only be used in a careful and proper manner. The Student shall keep the Equipment in good operating condition, allowing for reasonable wear and tear. The Student shall immediately notify the School's Technology Department if the Equipment is not in good operating condition or is in need of repair. The School maintains a service contract covering the Equipment. The Student is financially responsible for repairs due to negligence or willful destruction. The Student shall not deface the Equipment. (No personal stickers and no writing on the Tablet PC.) The Student agrees to properly care for the Equipment as outlined in the Tablet PC Handbook.

**Right of Inspection:** The Student shall on demand make the Equipment available to the School's Technology Department as necessary for purposes of inspection, maintenance, repair, upgrading, and/or software installation during the School's normal business hours.

**Loss:** The Student assumes all risks of loss of the Equipment and agrees to return it to the School in the condition received from the School, with the exception of normal wear and tear.

**Warranty:** Assumption High School honors HP's warranty on all Tablet PCs. The School is not responsible for any damage or defect that does not fall within the scope of the manufacturer's warranty. The warranty is voided if anyone other than the AHS Technology Staff opens the case and attempts to service it

**Indemnity of School for Loss or Damage:** If the Equipment is damaged or lost due to negligence, the School will require the Student to reimburse the School for the replacement cost of such Equipment.

**Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. This Agreement replaces any and all prior computer use agreements between the parties.

**Disclosures:** The Student and her Parent/Guardian hereby agree to these policies and regulations.

ASSUMPTION HIGH SCHOOL, INC.

By: \_\_\_\_\_

Director, Technology Department

Date \_\_\_\_\_

Student (Print Name) \_\_\_\_\_

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent (Print Name) \_\_\_\_\_

Parent Signature \_\_\_\_\_ Date \_\_\_\_\_