

# COMPUTER LOAN AGREEMENT

# PARENT/STUDENT AGREEMENT

Tri-City College Prep

Grade Level - \_\_\_\_\_

This Computer Agreement is between (the User):

Student: \_\_\_\_\_, \_\_\_\_\_  
LAST NAME FIRST NAME

Parent/Guardian: \_\_\_\_\_, \_\_\_\_\_  
LAST NAME FIRST NAME

and Tri-City College Prep (Owner), and is subject to the terms and conditions below.

## TERMS AND CONDITIONS

**A. TITLE.** Owner holds the right to possess and transfer custody of the computer and its installed software during the Term of this Agreement.

**B. CUSTODY.** The above-identified User is a licensee with rights to utilize the school computer during the term of this Agreement, contingent upon all other terms and conditions stated herein.

**C. TERM.** The term of this Agreement shall begin on a signature date below and will end at the conclusion of the user's time at Tri-city Prep.

### D. GENERAL CONIDITIONS FOR USE.

1. **ACCEPTABLE USES.** The computers are provided for the benefit of School, its employees and students. These resources are provided for use in the pursuit of the Owner-related business and are to be reviewed, monitored, and used only in that pursuit.

2. **UNACCEPTABLE USES.** The computer must not be used as follows: (1) for personal gain or the advancement of individual views; (2) to express personal opinions on the Intranet of Internet; (3) to solicit any non-School business or activities; or (4) to play games. Furthermore, a User must not send e-mail or other communications that either mask personal identity or indicate that someone else sent it. The User may only access the libraries, files, data, programs, and directories that are School-related. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of School, or improper use of information obtained by unauthorized means, is prohibited. Sending, saving, or viewing offensive material is also strictly prohibited. Messages stored and/or transmitted by the computer must not contain content that may reasonably be considered offensive. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, religion, sex, age, national origin or ancestry, physical or mental disability, veteran status, as well as any other category protected by federal, state, or local laws.

### E. GUIDELINES FOR PROPER CARE.

- Do not eat or drink while using the computer;
- Do not drop the computer or allow it to fall;
- Give care appropriate for any electrical device;
- Do not attempt to repair a damaged or malfunctioning computer;
- Do not leave computer in any unlocked home, classroom, office, car or locker;
- Do not leave the computer exposed to direct sunlight;

- Unplug the computer during electrical storms;
- Do not attempt to upgrade the computer or software without permission from the School;
- Do not leave the computer unattended;

**F. SANCTIONS FOR VIOLATIONS.** Violators of this agreement will be subject to discipline. Further damages may be assessed against the User for damaged, lost or stolen computers.

**G. CONFORMANCE WITH SCHOOL POLICIES.** The User must comply with all provisions of the policies and procedures found in the Student Handbook and the Computer Program Handbook.

**H. PRIVACY.** The User has no right of privacy as to any information or files maintained, transmitted or stored on the computer.

**I. MODIFICATIONS AND UPGRADES.** The computer cannot be modified or upgraded by the User without the express consent of School.

**J. MAINTENANCE AND REPAIR.** The User shall keep the computer and all software in good working order and condition. If repairs are necessary, the School shall repair the computer and software.

**K. STOLEN, MISSING, OR DAMAGED COMPUTER.** Any computer, related equipment or software that is discovered to be stolen, missing or damaged must be reported IMMEDIATELY. If the theft occurred off School property, then the report must be made to the nearest law enforcement agency if criminal activity is suspected. A copy of a police report must be delivered to School within 72 hours. If the theft, loss or damaged occurred on School property, then the report must be made to School. If the User is found to have been negligent to the theft or loss by School, that User will be assessed for the full replacement cost of the equipment. If the User is found to have been negligent for the damage by School, that User will be assessed ½ the repair cost. A replacement will not be issued to the User until all fees have been paid in full. Only 1 replacement computer may be granted each school year.

**L. TERMINATION.** The School may terminate this Agreement without notice.

**M. ASSIGNMENT.** The User may not assign, sublease, or otherwise transfer any rights or obligations under this Agreement.

**N. ENTIRE AGREEMENT.** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. Each party further agrees that this Agreement is the complete and exclusive statement of the Agreement between the parties, and that this Agreement

supercedes and merges all prior understandings or agreements. This Agreement may not be modified, unless in writing.

**O. GOVERNING LAW.** This Agreement is governed by and construed in accordance with the laws of the State of Arizona. Any proceedings related to this Agreement shall be conducted in the Arizona Superior Court or in the Arizona District Court applying Arizona law.

**P. RETURN POLICY.** Upon expiration of the term of this Agreement the User shall return the computer, all related equipment and all software to the School. The School shall promptly check all equipment. If the User does not return the computer and associated equipment by the expiration date or end of the school year, the User will owe the School the full amount of the cost to replace the computer and associated equipment. Any further computer loan may be declined until all equipment is properly checked in.

We have reviewed and agree to the computer loan agreement. We have reviewed the above-stated Terms and Conditions and agree to comply with the terms and conditions.

PARENT/GUARDIAN'S NAME	PARENT/GUARDIAN'S SIGNATURE	DATE
	✕	
STUDENT'S NAME	STUDENT'S SIGNATURE	DATE
	✕	