

## 2017-18 Laptop Contract

This Laptop Contract ("Agreement") is entered into by and between Houston Academy ("School") and the undersigned Student ("Student") and Parent/Guardian ("Parent"), and states the agreement of the parties as follows:

**Equipment Subject to Agreement:** The Equipment subject to this Agreement ("Equipment") includes the laptop computer, computer accessories, and related software in the following list:

- One (1) 11" Apple MacBook Air
- One (1) Power Brick (with extension cord and two prong "duck head")

**Technology Fee:** A technology fee, in the amount of \$450, will be billed on September 1<sup>st</sup> to cover the use of the MacBook. This fee goes toward infrastructure, teacher technology training, software, and support, in addition to the actual cost of the laptop.

**Acceptable use Policy (AUP):** The School and the undersigned Student and Parent hereby agree that at all times the Student's possession and use of the Equipment shall be governed by this Laptop Contract and the Acceptable Use Policy provided with it. The AUP as amended from time to time by the School is deemed to be a part of this Laptop Contract.

**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 laptop computer used by the Student.

**Equipment Use Term:** The Student shall return all Equipment itemized above in good operating condition to the Technology Department of the School at the end of every school year or upon withdrawal from the School (unless the School transfers the title.) The School may require the Student to return the Equipment at any time and for any reason.

**Equipment Storage and Use at School:** The Equipment must be on the School's premises during each of the Student's normal school days. 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 such uses do not interfere with these primary uses. The Student shall abide by the School's Acceptable Use Policies. **Violation of the School's AUP which require administrative correction/repair by Houston Academy's Technology Department will incur a \$25 fee per incident. This amount may be increased for repeat violations.**

**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 licensed software, and the Student agrees to indemnify, release, and hold harmless the School for any violations of such license terms.

**Backup Requirements:** The Student may store documents or other files on the Equipment, and the Student is responsible for making backup copies of such 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 image on the Equipment.

**Care of Equipment:** The Student is required to use the Equipment in a careful and proper manner, maintaining it in good operating condition. 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 Houston Academy Technology Department will evaluate the damage and determine the course of repair in accordance with the School's service contract and the Indemnity policy (See the sections on INDEMNITY OF SCHOOL FOR LOSS OR DAMAGE and INSURANCE.) The Student shall be financially responsible for repairs due to negligence. (No personal stickers, no writing on MacBook.)

**Right of Inspection:** The Student shall 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:** Apple provides a three-year manufacturer's warranty on all MacBooks delivered by it to Houston Academy. Neither Apple nor the School is responsible for any damage or defect that does not fall within the scope of the manufacturer's warranty. The Student assumes responsibility for the condition of the Equipment. The School will inspect and re-image the laptops over the summer at the end of each school year. The School will also facilitate repairs during the school year, including filing insurance claims.

**Indemnity of School for Loss or Damage:** All repairs must be handled by the Technology Department of Houston Academy. If a MacBook is damaged, it must be turned in to the Houston Academy Technology Department where a claim will be filed under the insurance policy or repairs facilitated by the Technology Department.

**Insurance:** There is an insurance coverage policy included that will protect the MacBook against theft, fire, and accidental damage. **Note: The theft coverage does not cover the laptop if it is stolen from an unlocked vehicle.** All Student laptops are covered under this policy. **There is a \$100.00 deductible per incident for claims made against this insurance and repairs not covered by the manufacturer's normal warranty. Typical examples of non-warranty repairs are user-caused damage due to dropping, stepping on, or spilling liquid on the laptop. This deductible is the responsibility of the Student. If a student damages another student's laptop, payment of the deductible is the responsibility of the Student causing the damage.**

**Agreement Modification:** Houston Academy reserves the right to change or amend this Acceptable Use Policy immediately and without notice if, in its judgment, a situation occurs warranting an immediate amendment to this Policy. Changes will be communicated in a timely manner.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

**Severability:** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions, it

would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

**Waiver:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**Disclaimers:** Houston Academy believes that the value of the information and interaction available through technology far outweighs the possibility that users may procure material that is not consistent with our educational goals. While Houston Academy will take reasonable measures to prohibit access to inappropriate materials, including the deployment of appropriate filtering devices, the School cannot totally restrict access to these materials and will not be held responsible if a user acquires them. It is also understood that Parents are responsible for the supervision of the Student's on-line activities when not in the School setting.

## **Acknowledgement and Agreement**

The Student and the Parent hereby acknowledge and agree to the terms and conditions of the foregoing Laptop Contract and the provided Acceptable Use Policy and understand that there will be consequences for any breaches of the Laptop Contract and/or the Acceptable Use Policy. The Student shall not be issued a laptop until the Student and Parent have signed and returned this acknowledgement to the School.

**WE HAVE READ AND UNDERSTAND THE FOREGOING LAPTOP CONTRACT AND THE PROVIDED ACCEPTABLE USE POLICY AND AGREE TO COMPLY WITH THEM.**

**Parent Name** \_\_\_\_\_

**Parent Signature** \_\_\_\_\_

**Student Name** \_\_\_\_\_

**Student Signature** \_\_\_\_\_

**Date** \_\_\_\_\_