

## **Trinity Chapel Academy Student Computer Use Agreement**

This Student Computer Use Agreement ("Agreement") is made effective as of \_\_\_\_\_ (date) between Trinity Chapel Academy ("School") and its student, \_\_\_\_\_ ("Student"), 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) 13.3" Apple Macbook Serial Number: \_\_\_\_\_
- One (1) AC Adapter (with power cord)
- One (1) Carrying Case

**Technology Fees:** Technology Fees in the amount of \$500.00 for the 2010-2011 school year must be paid in full prior to the Student receiving a laptop. No exceptions will be made to this policy.

**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.

**Term 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). 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 the TCA Technology Department will incur a \$25 fee.

**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 hold the School harmless for any violations of such license terms.

**Back-up Requirements:** The Student may store documents or other files on the Equipment, and the Student is responsible for making back-up 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 software suite 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 shall be financially responsible for repairs due to negligence. (No personal stickers, no writing on the laptop.)

**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:** TCA honors Apple's warranty on all laptops. The School is not 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.

**Indemnity of School for Loss or Damage:** If the Equipment is damaged or lost due to negligence, the School shall have the option of requiring the Student to repair the Equipment to a state of good working order or to reimburse the School for the replacement cost of such Equipment.

**Insurance:** Safeware Insurance is providing an optional insurance coverage policy for **\$100.00** per year with a **\$100.00 deductible** per incident that will protect the laptop against theft, fire, and accidental damage. All students and their parents are encouraged to purchase this policy. If a family waives this policy then the family will be fully responsible for repairs to the laptop that are not covered by the manufacturer's warranty. The family will also be fully responsible for replacement of the laptop if it is stolen or lost. Please refer to the Laptop Insurance Agreement for details.

**Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the parties. This agreement may be modified by Trinity Chapel Academy as the need arises. Any modifications will be made in writing and notice will be immediately provided to parents.

**Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Georgia.

**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.

**Disclosures:** The Student and his/her guardian hereby agree to these policies and regulations.

School: Trinity Chapel Academy

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

Guardian:

(Print Name): \_\_\_\_\_

(Sign Name): \_\_\_\_\_

Date \_\_\_\_\_

Student:

(Print Name): \_\_\_\_\_

(Print Grade): \_\_\_\_\_

(Sign Name): \_\_\_\_\_