

USM Student Netbook Agreement

By signing this document, I agree to use the netbook computer plus associated peripherals, documentation and the software as long as I am a full-time student at the University of Saint Mary. If I cease to be enrolled as a full-time student, I will return the computer and all of its peripherals to Information Services within one business day of my status change. I shall not sell, lease, or otherwise transfer possession of the computer or its software. I shall adhere to the University's rules and guidelines governing the use of this computer, including the University's Electronic Information Policy. I will comply with all applicable copyright and other regulations regarding the software.

I acknowledge that the computer is in new condition except as noted below, and that I am responsible for any future damage to the computer. I agree to promptly inform the IS department of any damage to the computer. I agree to pay the cost of any repairs not covered by the manufacturer's warranty. I acknowledge that I may be responsible for the full cost of repairing or replacing the computer if the University determines that the damage was due to negligent abuse or willful misconduct.

I agree to promptly inform USM Tech Support of loss of or damage to the computer. In the event of a loss I agree to cooperate with the University in filing a police report and to fully cooperate in any ensuing investigation. I understand that I am responsible for the netbook and its peripherals and will be charged up to \$500 to replace lost or damaged computer equipment.

I understand that I am required to take my netbook to Information Services for inventory at the end of my first two semesters. Information Services will notify me of my inventory appointment through my Saint Mary e-mail account. If I fail to make my scheduled inventory appointment, the University will treat this event as the loss of the computer. The University will charge my account \$500 and place a hold on my records. Once I successfully complete the inventory process, the \$500 charge will be removed and I will be charged a \$75 late processing fee. The hold on my records will remain until the fee is paid.

I understand that I may retain the computer over semester breaks if I am enrolled as a full-time student and have paid at least \$500 towards the subsequent semester. Otherwise I will return the computer to Information Services within 24 hours of my last final or when I am no longer a full-time student at the University. The computer will be returned in the same condition it was in on the agreement date of issue, *reasonable wear and tear* accepted. If I fail to return the computer by the due date, the University will treat this as a loss and charge my account \$500 plus a \$75 processing charge. I realize this may result in my being subject to criminal prosecution and/or civil liability.

I also understand that it is my responsibility to give written notice to the University Registrar if I have an address change.

THE UNIVERSITY HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES RELATING TO THE COMPUTER AND THE SOFTWARE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. I agree to accept the computer "as is." In no event shall the University be liable to me or my guardian, personal representative, or heirs for any incidental, special, indirect or consequential damage of whatever nature arising out of any claim, whether in contract, tort or otherwise, alleging the University's failure to perform its obligations under this Agreement or its breach of any duty, common law or otherwise, owed to me.

Student's Signature

Date