

---

**LAPTOP AGREEMENT**

**YOU ARE UNDER 18. THESE TERMS MUST BE PRINTED AND SIGNED BY YOUR PARENT/LEGAL GUARDIAN.**

The Laptop Agreement is available in BannerWeb. Login to BannerWeb, navigate to the 'Student Services and Financial Aid' section, and click on the 'Laptop Distribution Voucher' link.

The agreement cannot be signed until the student has 1) registered for classes, and 2) paid the security deposit.

**Text of Laptop Agreement:**

Agreement entered into on (date)\_\_\_\_\_, between Lawrence Technological University (University), a private educational institution with its principal location in Southfield, Michigan, and (Student's name)\_\_\_\_\_, a student at the University, (ID)\_\_\_\_\_.

Now, therefore, in consideration of the mutual covenants contained in this Agreement it is agreed between the parties:

**Laptop Computer and Software:** The University agrees to deliver computer hardware and software (referred to as LTU Laptop) to the Student. Student agrees that the LTU Laptop, including the installed software, is the property of the University, and that due to special licensing agreements and other subsidies paid for by the University to various vendors have significantly reduced the overall cost of the LTU Laptop. As required by these arrangements, Student agrees to the following terms and conditions upon the receipt of the LTU Laptop.

**Terms of Agreement:** The term of this Agreement is effective from the above date NOT TO EXCEED the last day of final exams for Summer 2012. The LTU Laptop may be retained by the student for the summer only if the student is enrolled in summer courses. On or before the last day of the term that ends the student's enrollment at the University, the student will return the LTU Laptop to the Help Desk. The Laptop will be returned in the same condition it was in on the agreement date of issue, reasonable wear and tear accepted. After expiration of the term and so long as this Agreement shall remain in force and effect, Student agrees to remain responsible for all terms and conditions of this Agreement. The Agreement is also terminated upon graduation or withdrawal from the University.

During the term of this Agreement, the Student is strictly prohibited from subleasing, renting, selling, donating, giving away or otherwise lending the LTU Laptop to any other individual. Student understands the University leases the LTU Laptop, and that Student shall only have the right to use the LTU Laptop at times for and in connection with his/her enrollment at the University.

Student further agrees to return immediately the LTU Laptop to the LTU Help Desk upon the termination of this Agreement. Upon premature departure from the University, whether by withdrawal, dismissal, involuntary withdrawal or other occurrence, the student must return the LTU Laptop within 5 business days to the Help Desk. A student who is not registered for classes, but has taken an incomplete (I) in a course(s), is not considered enrolled or registered, and therefore must return the LTU Laptop according to the terms of this agreement. Permission to keep a laptop beyond the specified return date can only be made to the individual to whom the laptop is assigned and may be granted solely by the Director of Help Desk Services. Laptop return date extensions cannot be made by any other university office including instructors, department chairs, and deans, etc.

**Deposit:** Student agrees to pay a deposit of \$500 prior to taking possession of the LTU Laptop. The deposit will be released to the student's account and applied to any outstanding balances. Any credit thereafter will be refunded to the Student if the LTU Laptop is returned by the due date, or upon termination of this Agreement and in good working condition. The LTU Laptop return dates are posted on [www.ltu.edu](http://www.ltu.edu).

**Care and Use:** Student agrees to maintain the LTU Laptop in good operating condition, repair and appearance, and protect the same from deterioration, other than normal wear and tear. Student is responsible for intentional damage or loss of the laptop, based on a set fee schedule. Student agrees to use the LTU Laptop in educational coursework, within its normal capacity, without abuse, and in a manner contemplated by the University.

Student agrees not to use the IP address assigned to the LTU Laptop on any other computer, and agrees not to attempt to disguise or conceal the identity of the account or LTU Laptop.

Student agrees to abide by the terms of all licensing agreements and copyright laws. Student agrees not to make copies of copyrighted software, unless the Edward Donley Computing Center has a site license specifically allowing the copying of that software. In addition, Student agrees not to copy site-licensed software for distribution to any person or for use on any other computer.

Student agrees to comply with the laws, ordinances, regulations, and other requirements that may be applicable with respect to the use, maintenance, and operation of the LTU Laptop. Further, Student agrees to comply with all rules, regulations, and procedures governing proper use of the University computers and its network as set forth by the Dean of Students, Microsoft Campus Subscription Agreement, LTU's Acceptable Use Policy and MichNet Acceptable Use Policy.

**Costs: Student is responsible for the following costs:**

- \$500 deposit required;
- \$500 charge per occurrence for the replacement of the computer in case of theft, upon proper filing of a police report (claims must be filed within 3 business days of occurrence for claim to be eligible). Student must provide copies of the police report to LTU Safety and the LTU Help Desk; \$3000 charge

per occurrence for the replacement of the Laptop in case of theft, when no police report is filed;

- \$3000 charge per occurrence for failure to return the LTU Laptop;
- \$3000 charge per occurrence in the case of malicious damage to the LTU Laptop;
- Student is responsible for intentional damage to the laptop or loss of its peripherals and/or components, based on a set fee schedule;
- \$20 per business day late fee when laptop is not returned during published laptop return period.
- Student will be charged a \$50 Service and Maintenance fee per semester to cover all accidental damages and service to the laptop (Apple laptop exclusions apply). See Apple Addendum below for further details.

The student authorizes Lawrence Technological University to charge student's account \$3,000 for the non-return of the LTU laptop, along with late fees. The student accepts responsibility for payment in full of these fees.

**Alterations and/or Additions:** Student agrees not to make any alterations and/or additions to LTU Laptop other than normal operating accessories or controls that are acceptable to the University. Student may obtain alterations and additions to the LTU Laptop at his/her option with concurrence of the University. Such alterations and/or additions shall remain the property of the Student. The Student is responsible for returning the LTU Laptop to its original condition prior to the end of this contract.

**Maintenance:** Student agrees to keep the LTU Laptop in good operating condition and will make the LTU Laptop available to the University to make necessary adjustments and repairs. Student agrees not to permit persons other than authorized representatives of the University to effect adjustments or repairs. University shall in no way be responsible to Student for loss of the use of the LTU Laptop occasioned by theft or adjustments and repairs made by persons other than its own representatives or personnel approved by the University. Limited maintenance service including computer software, operating systems, and services shall be provided by technical support at the LTU Help Desk. Approved representatives of the University shall perform all remedial maintenance after LTU Laptop is determined inoperative.

**Insurance:** This Agreement includes insurance coverage for theft or damage with a \$500 deductible. Student acknowledges that, in the event of theft, he/she is responsible for paying the amount of any deductible due. The deductible rises to \$3,000 if the LTU Laptop is lost or stolen and no police report is filed within 3 business days of occurrence.

**Warranty:** University warrants that the LTU Laptop when delivered will be in good working order and that it will make all necessary adjustments, repairs, and replacements without additional charge to ensure this condition. Except as set forth in this Agreement, it is expressly agreed that there is no warranty of merchantability, expressed, implied, or statutory, nor any affirmation of fact, or provision, by the University with reference to the LTU Laptop or service which extends beyond the warranty set forth by the manufacturer.

**Assignment:** Student agrees not to assign this Agreement or sublet the LTU Laptop. Student understands that it is in his/her best interest not to allow any other person to have access to his/her LTU Laptop.

**Governing Law:** The laws of the State of Michigan will govern this Agreement.

**Other:** Student agrees that failure to abide by these policies can result in at least the suspension of his/her computer privileges, with possible referral to the Dean of Students and the University's Student Discipline Committee for further action. Further, Student agrees that he/she may be subject to criminal prosecution for violations of these requirements under applicable federal and/or state laws.

Student acknowledges that in the event that the Student requires the use of a temporary or permanent replacement for an LTU Laptop, the terms and conditions of this Agreement shall extend to cover any replacement LTU Laptop. University reserves the right to recall the LTU Laptop for purposes of LTU Laptop upgrades with no penalty to the Student. The Student will be issued a replacement LTU Laptop, the terms and conditions of this Agreement shall extend to cover any replacement LTU Laptop.

Student understands that failure to return the LTU Laptop within the stated return period (not to be confused with the agreement expiration date) or immediately upon termination of the Agreement (as set forth in the Terms of Agreement) may result in a penalty and/or other assessed costs charged to the Student. The penalty for failing to turn in the LTU Laptop within the designated return period is \$20 late fee per business day plus the cost of a new computer system (\$3,000). The University, if necessary, reserves the right to seek criminal prosecution and civil charges along with recovery of attorney's fees and court costs.

**By signing this Agreement, I certify and agree that:**

1. I have read, understand, and accept the terms and conditions of this Agreement;
2. I am at least eighteen (18) years old;
3. All information I have provided is true and accurate; and
4. I acknowledge responsibility for the LTU Laptop at all times during course of this Agreement and therefore, understand that it is in my best interest to adhere to all University rules and regulations governing the use of the LTU Laptop.

If either party has any doubt or confusion as to the intent or purpose of any terms and provisions of this Agreement, then such party shall notify the University's Vice President for Finance and Administration for further clarification and discussion as to the intent of such terms and provisions. All notices, requests, demands and communications hereunder will be given first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered.

Graduate and Doctoral students who choose to participate in the laptop program will be assessed a usage fee of \$95 per credit hour.

Availability is not guaranteed to graduate and doctoral students.

**Apple (Mac) Computer Addendum:** For those students issued a Mac laptop, special considerations apply. Accidental damage protection for Mac users is not expressly guaranteed under the IT Service and Maintenance Fee. Accidental Damage only covers operational or mechanical failure from handling and does not include protection against normal wear and tear, viruses, reckless, abusive or intentional conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect the functionality of the unit, and is limited to a specific dollar amount per unit based on LTU's agreement with its service contract provider. Laptop screen claims are limited to a specific dollar amount per unit and/or two repairs (whichever comes first) per the service contract coverage agreement between LTU and its service contract provider. For repairs, accidental damage coverage is not guaranteed, therefore the student may be liable for any or all repair costs associated with the unit. Student may be required to pay an additional \$500 laptop security deposit to obtain a newly-issued unit if originally-issued unit is lost, stolen, or damaged beyond repair as determined by LTU's service contract provider.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Parent or Guardian)

\_\_\_\_\_  
(Print Parent or Guardian Name)

\_\_\_\_\_  
(Student's Name)

\_\_\_\_\_  
(Student's ID)