

# Damien Memorial School – \$570 Technology Fee/Leased MacBook Pro Use Agreement

## APPLE 13' MACBOOK PRO

**SERIAL NUMBER:** \_\_\_\_\_ **MAC ADDRESS:** \_\_\_\_\_

**STUDENT NAME:** \_\_\_\_\_ **ID #:** \_\_\_\_\_

This School-Technology Fee/Leased MacBook Use Agreement ("Agreement") is made effective as of August 1st, 2017 (or the date when it is signed by all parties, if before) between Damien Memorial School ("School") and the above named student and the student's parent or guardian .

**Equipment Subject to Agreement:** The Equipment subject to this Agreement ("Equipment") includes the student-leased Apple MacBook Pro, Apple MacBook accessories, and related software.

**Device:** This Agreement shall apply to any model of MacBooks issued by Damien Memorial School under a lease agreement until a new Agreement is executed between the parties.

**Ownership:** The School shall be deemed to have retained ownership of the equipment at all times, unless the School transfers ownership. The student/parent/guardian shall hold no security or ownership interest in the Equipment. Likewise, the student/parent/guardian 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 Equipment used by the student. Equipment shall be returned at the end of the school year and/or at the time of release.

**Term Equipment Use:** The student shall return all Equipment itemized above in good operating condition to the DMS Technology Department of the School once the student ceases to be enrolled at the School. The School may require the student to return the Equipment at any time and for any reason.

**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 Policy ("AUP"). Violation of the school's AUP, which require administrative correction/repair by the Damien Memorial School Technology Department of apps or other software installed on the Device, subject to disciplinary action per occurrence.

## **Damien Memorial School – \$570 Technology Fee/Leased MacBook Pro Use Agreement**

The student/parent/guardian assumes full responsibility for the Equipment if it is lent to another person. Student's failure to report the loss of the Equipment or failure to return Equipment to the School when required may result in legal action and requirement to pay for all reasonable attorney fees and costs incurred by the School in enforcing any of the terms of this Agreement.

**Compliance with Software Licenses:** The student shall not make copies of software licensed to the school. The student/parent/guardian is responsible for compliance with the license terms of any licensed software, and the student/parent/guardian 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, preferably through Google Drive. 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 Device.

**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.

**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, and shall bring it fully charged each day for use at the School. The student shall immediately notify the DMS Technology Department if the Equipment is not in good operating condition or is in need of repair. All Equipment servicing and repair must be done through an Apple certified service provider. Per the warranty agreements, the student/parent/guardian is responsible for any deductibles that may apply in servicing or repairing the Equipment. The student/parent/guardian shall be financially responsible for repairs due to negligence. No personal stickers or writing is allowed on the Equipment.

**Protective Case/Bag:** To minimize damage that can be costly to students and their families, DMS highly recommends all students acquire protective cases and a laptop bag for the MacBooks in their possession. Cases must be made specifically for the MacBook Pro (13-inch, Mid 2012), and can be purchased online or stores.

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For the school year it is recommended to place the MacBook Pro in a separate laptop bag (not in a backpack full of books) to prevent any damages that may occur.

Please Note: No one will be allowed to pick up their MacBook Pro without a computer bag at time of distribution.

**Right of Inspection:** The student shall make the Equipment available to school personnel as necessary for purposes of inspection, maintenance, repair, upgrading, and/or software installation during the School's normal business hours.

**Loss:** The student/parent/guardian 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:** The student/parent/guardian assumes responsibility for the condition of the Equipment. The School honors Apple's warranty on all Equipment as an extended Apple Care warranty has been purchased. Beyond this period and for the remainder of this Agreement, the School will honor warranty conditions as stipulated by the Apple Care warranty. The School is not responsible for any damage or defect that does not fall within the scope of the manufacturer's warranty, and the student/parent/guardian is responsible for any deductibles that may apply under the Apple Care warranty or the School's warranty in the subsequent year.

**Indemnity of School for Loss or Damage:** If the Equipment is deemed by the School Administration to be damaged or lost as a result of negligence, or any other reason not covered by the warranty, the School shall have the option of requiring the student/parent/guardian to repair the Equipment to a state of good working order or to reimburse the School for the full replacement cost of such Equipment.

**Parents' Responsibility; Notification of Student Internet Use:** Outside of school, parents bear responsibility for the same guidance of internet use as they exercise with other technology information sources. Parents are responsible for monitoring their student's use of DMS system and educational technologies, even if the student is accessing the DMS system from home or a remote location.

**Damien Memorial School – \$570  
Technology Fee/Leased MacBook Pro Use Agreement**

**Entire Agreement and Modification:** This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. This Agreement replaces any and all prior Apple Equipment Use agreements between the parties.

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

**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 the student's parent or guardian, hereby agrees to the terms of this Agreement. \$570 Technology fee is non refundable. Payments must be made within your Damien Memorial School Smart Tuition Account. Technology fee must be paid in full by April 20, 2017. in order to receive DMS MacBook in time for the first day of class. All MacBooks will be returned at the end of the school year or prior to the time of dismissal.

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

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

School Administrator Name \_\_\_\_\_

Administrator Signature \_\_\_\_\_ Date \_\_\_\_\_