

Sheridan Schools Student Technology Rental Contract

This Student Technology Rental Contract ("Contract") is made effective as of **24 August 2020** between Sheridan School ("School") and its student, _____ ("Student") and the Student's parent / legal guardian _____, and states the agreement of the parties as follows.

In the interest of furthering the Vision and Mission of Sheridan Schools, the school will make available to rent for use by 5 – 12 grade students one (1) Chromebook computer ("Chromebook"). The Chromebook is intended for educational purposes and will be issued upon the student's and parent / legal guardian's signed acceptance of the terms of this Student Technology Contract and of the terms of the schools Acceptable Use Policy.

1. **Equipment Subject to Agreement:** The Equipment subject to this Contract includes the Chromebook computer, related computer accessories (AC power supply & carrying case) and installed software.
2. **Ownership:** The School is the sole owner of the Equipment. The Student has no ownership, interest in and no title to the Equipment.
3. **Term:** The term of this Contract is the regular school year beginning **24 August 2020** and ending **4 June 2021**. Equipment is not available during the summer. The Student will immediately return all Equipment in good operating condition to the Technology Department of the School at the end of the school year and under the following circumstances:
 - a. Student withdraws from school.
 - b. Breach of the terms of this Contract or other School Policies.
 - c. School requires return of Equipment (at any time and for any reason)
4. **Care of Equipment:**
 - a. **Use of the Equipment:** The primary use of the Equipment by the Student is for educational purposes. The Student may use the Equipment for other purposes only to the extent that such uses do not interfere with this primary use. The student shall abide by the School's Technology Acceptable Use Policy.
Unacceptable use includes, but is not limited to, the following:
 - Using network access to alter or destroy information belonging to the others.
 - Using profanity, obscenity or other language that may be offensive or abusive to another person.
 - Copying personal communications to other without the original author's permission.
 - Copying software or other copyright protected material in violation of copyright law.
 - Using the network for any illegal activity or private business purposes.
 - Spreading computer viruses deliberately or by importing files from unknown sources.
 - Harassing another individual.
 - Using the network to disrupt School business or educational activities.
 - Use of any computer or program in a manner other than which it was intended.
 - Allowing use or possession of the computer by anyone other than the student to whom the computer is issued.
 - b. **Reasonable Care:** The Student will exercise all due and reasonable care in handling and use of Equipment and agrees to voluntarily return the Equipment in good condition. The School accepts and acknowledges the reasonable and normal wear and depreciation in the value of the Equipment. The **student will be responsible for damages when:**
 - The student's negligent use or misuse causes damage to the Equipment (the principal shall determine if the damage or loss was due to the Student's negligence or abuse)
 - The damage to the Equipment is intentional (the principal shall determine if the damage or loss was intentional)
 - The damage, depreciation or wear and tear is outside the terms of this agreement.
 - Unless otherwise specified in this agreement, the maximum loss incurred by the student for a lost, stolen or damaged Chromebook is \$350.00. (See Insurance Section)
 - c. **Equipment Storage and Use:** 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 immediate possession of the Equipment, the Equipment must be secured in a locked locker or other secure, approved location. The Equipment must not be left unsecured in vehicles at any time. The Equipment may be taken home for educational purposes; however, security of Equipment must be maintained.
 - d. **Modification, Upgrade and Repair:** The Student shall not modify, upgrade or attempt repairs to the Equipment or its installed software without the express permission of the School. Any modifications, upgrades or repairs made shall become the property of the School. Any damage to the Equipment or other requirement for modification, upgrading or repair shall be immediately brought to the attention of the School. The student and parent / legal guardian are responsible for the cost of any modifications, upgrades or repairs to the Equipment, where it is required as a result of the student's misuse, negligence or intentional conduct. Any required software must be installed by School personnel.

- e. **Theft** – If the Chromebook is lost or stolen, the Student must file a report with the appropriate law enforcement agency within **48 hours** of the time the Chromebook is lost or stolen. A copy of the report filed with the appropriate law enforcement agency must be given to the High School office to be kept on file.

If such reports are not properly filed, the Student shall be liable to the school for the value of all the missing Equipment.

- 5. **Indemnification:** Student and parent / legal guardian agree to reimburse and hold the School harmless from and against any and all liabilities, costs, collection costs, and damages (including attorney fees), which arise out of or relate in any way to the use of, misuse of, or failure to return the Equipment by the Student.
- 6. **Insurance:** The Student and parent / legal guardian will **rent** the Equipment from the School for the amount of **\$50.00 per Equipment per year**. When rented, the school’s self-insurance coverage is assigned to the Equipment officially issued to the Student during the calendar year.

The School’s self-insurance will cover the following:

- a. Student’s stolen Chromebook, with a proper report filed by the student and parent / legal guardian with the appropriate law enforcement agency within 48 hours of the theft. Copy of official report, signed by law enforcement agency, given to the principal / office within 48 hours.
- b. **Unintentional** damage to the Student’s Equipment if reported **within 25 days** of damage.

If the Student **damages any of the rented equipment**, the student **will pay the insurance deductible for the repair / replacement of the Equipment (\$50.00)**

Students will be responsible for the value of lost or damaged computer (\$350.00), AC power supply (\$20.00), and carrying case (\$20.00) that the insurance policy does not cover.

- 7. **Severability:** If any portion of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and unenforceable. If a court finds that any provision of this Contract 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.
- 8. **Waiver:** The failure of either party to enforce any provision of this Contract 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 Contract.

RENTAL CONTRACT

- I accept the Rental Contract. My check/money order for **RENTAL** of equipment, made payable to **Sheridan School for \$50** will be provided before the Student is allowed to take possession of the Equipment.
- I acknowledge that if my student **damages the computer**, they will be charged a **\$50.00 fee for repairs** in addition to the \$50.00 rental fee that has already been paid. If the Chromebook is not repairable they will be charged the \$350.00 for replacement of the Chromebook.

AUTHORIZATION FOR DELIVERY AND ACCEPTANCE

- By my signature below I authorize my Student to accept receipt and verify the condition of the Equipment, Accessories and software issued by the school.** Within 24 hours of my Student’s acceptance of the equipment, I will verify the good condition and working order of the equipment, and confirm the correctness of the serial number and school inventory number and notify the school of any discrepancies. In the event the Student is no longer registered in the School, the Equipment and Accessories will be returned to the School within 48 hours from the Student’s last class. I understand that the School will not issue the equipment unless both the student and parent / legal guardian have signed this Contract.

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

Sheridan School

Parent / Legal Guardian

By: _____
 Equipment S/N: _____
 School Inventory #: _____

Print Name: _____
 Sign Name: _____
 Date: _____

Paid

Student

Date: _____
 Check # _____
 Cash _____

Print Name: _____
 Sign Name: _____
 Date: _____
 Grade: 5 6 7 8 9 10 11 12