

Student Apple iPad Use Agreement

RE: APPLE IPAD MODEL #

SERIAL NUMBER

STUDENT NAME: _____

This Student Apple iPad Use Agreement ("Agreement") is made effective as of August 1th, 2014 between Immaculata-La Salle High School ("School") and the above named student and the student's parent or guardian (collectively referred to in this document as "Student").

Equipment Subject to Agreement: The Equipment subject to this Agreement ("Equipment") includes the Apple iPad, Apple iPad accessories, and related software in the following list:

- One (1) iPad
- One (1) AC/USB Adapter (with power cord)
- One (1) Carrying Case

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 Equipment used by the student.

Term Equipment Use: The Student shall return all Equipment itemized above in good operating condition to the Technology Office of the School if the Student is not enrolled in the current school year (unless the School transfers the Equipment's title). The School may require the Student to return the Equipment at any time and for any reason. Upon graduation and completion of payment terms, the device will be released to the student.

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 Responsible Use Policies ("RUP"). Violation of the school's RUP, which require administrative correction/repair by the Immaculata-La Salle Technology Office, will incur a \$50 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, preferably through iCloud. 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 or writing is allowed on the Equipment.

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 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 School honors Worth Ave Insurance on all Equipment to the extent of the coverage purchased. 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, or any other reason not covered by the warranty or insurance policy, 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 full replacement cost of such Equipment.

Insurance: Included in the cost of the Equipment, is a Worth Ave Group Insurance policy providing coverage that will protect the Equipment against theft, fire, and accidental damage. Please refer to the "Apple iPad Insurance Agreement" for details.

Device: This Agreement shall apply to any model of iPad issued by Immaculata-La Salle High School until a new Apple Equipment Use agreement is executed between the parties.

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 Florida.

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.

Student Name _____ ID Number _____

Student Signature _____ Date _____

Parent Name _____

Parent Signature _____ Date _____

Principal or Asst. Principal Signature

Date