

Tracking # \_\_\_\_\_

Last Name \_\_\_\_\_

### **Laptop Agreement**

Animas High School shall not be liable to lessee for any representation, claim, expense, or loss directly or indirectly caused by any person, including Animas High School, or in any way related to the Property. Repair will be made pursuant to manufacturer's warranty only. All service and repair must be performed by Animas High School.

### **Schedule A**

#### **Lessee**

**Student Full Name:** \_\_\_\_\_

**Circle Student Year of Graduation:**    2019    2018    2017    2016

**Parent/Guardian Full Name:** \_\_\_\_\_

**Parent/Guardian Email Address:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_

===== *Office Use Only* =====

**Laptop Brand/Model:** \_\_\_\_\_

**Tracking Number:** \_\_\_\_\_

**Security Deposit Type Received:** \_\_\_\_\_

**Rental Start Date:** \_\_\_\_\_

**Rental Return Date:** \_\_\_\_\_ **Refund**    Full    Part \_\_\_\_\_    None

**Return Condition:** \_\_\_\_\_

\_\_\_\_\_

## **Computer Agreement**

Animas High School and Lessee agree as follows:

**Equipment, Term, Rent, and Payments:** Animas High School leases to Lessee the personal property described in Schedule A together with any replacement parts, additions, repairs, and accessories now or hereafter in or affixed to it (hereinafter referred to as "Property"). This lease shall be for the term specified in Schedule A. Animas High School may terminate this lease at any time.

**Deposit:** Lessee must deliver a deposit in the amount described in Schedule A prior to delivery of the Property. Such deposit may be applied, at Animas High School's option, toward any obligation of Lessee hereunder but shall not prevent default or excuse performance of any such obligation. Deposits will be refunded to the lessee once the computer has been returned in acceptable condition satisfactory to the Animas High School.

**Maintenance, Ownership and Use:** The Property is leased for the personal and educational use and for whom the laptop usage is intended. The Property is and shall be at all times the personal property of Animas High School. Lessee may not remove or alter nor allow to be removed or altered any words or marks so identifying the Property, nor alter any of the computers components. Lessee assumes all risk of damage to or loss of the Property, however caused, while in transit before, during and after the term hereof. Lessee shall maintain the Property in good repair, appearance and functional order, and shall not use or permit the use of the Property in any unintended, injurious or unlawful manner. The using student must follow Animas High School's policy on acceptable computer and network use. A student may be subject to corrective action for failing to abide by such policies. Lessee agrees to abide by any limitations imposed by licenses accompanying the Property. Animas High School shall have the right, at any reasonable time, to inspect the Property or observe its use.

**Indemnification:** Lessee assumes liability for and agrees to defend, indemnify and hold Animas High School harmless from any and all claims, liability, losses, costs, expenses or damage of every nature (including, without limitation, fines, forfeitures, penalties, settlements, and attorneys' fees) by or to any person whomsoever, except that arising out of the sale negligence of Animas High School.

**Insurance:** Rate identified on Schedule A includes insurance required by Animas High School. In the event of insured damages or repairs, Lessee maintains responsibility for payment of insurance deductible in the amount of (\$100) per incident.

**Assignment:** This lease, monies due hereunder, and all rights of Animas High School in it, may be assigned by Animas High School without Lessee's consent. Lessee shall not assign this lease or use the Property as collateral, nor shall Lessee's interest hereunder inure to the benefit of any trustee, receiver, creditor, or successor of Lessee, or its property, whether or not in bankruptcy, or whether by operation of law, or otherwise.

**Surrender:** On the expiration or termination of this lease, Lessee shall, at its expense, assemble and return the Property unencumbered to Animas High School at the address below, or at such other reasonable place as Animas High School specifies, in the same condition, appearance and functional order as received, reasonable wear excepted. Reasonable wear does not include damage caused by improper installation; improper connection with any peripheral, external. electrical fault or surge, accident disaster, misuse, abuse or modifications to the computer.

**Default and Remedies:** Time is of the essence under this lease, and Lessee shall be in default in event of: (1) a failure to pay when due the full amount of any payment required hereunder; (2) a failure to perform any of Lessee's obligations, agreements, or affirmations; under this agreement; or (3) Lessee's bankruptcy, insolvency, termination, or default of any guarantor for Lessee. Upon default Animas High School shall consider the student ineligible to continue in laptop lease program participation. Animas High School shall have all remedies provided by law including, but not limited to, an immediate right to retake or demand immediate return of the Property without legal proceeding or notice to Lessee. If enforcement of any agreement herein or any sum due hereunder is undertaken by the District, Lessee shall pay Animas High School's costs and fees, including attorney's fees and collection agency fees incurred thereby.

**Entire Agreement, Waivers, Successors and Severability:** This lease contains the entire agreement of both parties. No waiver or modification of any of the terms or conditions hereof shall be effective unless in writing and signed by both parties. This lease shall be binding on Animas High School and Lessee's successors and assigns and shall inure to the benefit of Animas High School's successors and assigns. If any of the provisions of this lease are contrary to, prohibited by, or held invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

**Notices, Payments and Governing Law:** All notices and payments shall be mailed or delivered to the respective parties at the addresses on Schedule A, or such other address as a party may provide in writing from time to time. This lease shall be considered to have been made in the State of Colorado and venue shall be situated in La Plata County.

**Warranties, Repair and Acceptance:** ANIMAS HIGH SCHOOL ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFENESS, USABILITY, REPAIR, FITNESS, OR MERCHANTABILITY OF THE PROPERTY AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. By signing this Lease, Lessee states that it has fully accepted and takes possession of the Property and acknowledges the Property to be satisfactory and suitable for the purpose Lessee specified, in full compliance with the terms of this lease, and in good condition and repair. Lessee agrees that Animas High School shall not be liable to Lessee for any representation, claim, expense, or loss directly or indirectly caused by any person, including Animas High School, or in any way related to the Property. Repair will be made pursuant to manufacturer's warranty only. All service and repair work must be performed by Animas High School.

**I agree to abide by the terms of this contract:**

**Student Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_