



# MERRIMACK COLLEGE

## Merrimack College Student Computer User Agreement

*Important: Please print or save a copy of this form for your records before filling it out and submitting it. You will not be able to print it once you submit the form.*

The "Student" WITNESSETH THAT:

WHEREAS, Merrimack College ("School") is the owner and operator of a Computer System which includes a wireless network software development and maintenance program, as well as the owner of certain equipment ("Equipment ") utilized in connection therewith; and

WHEREAS, "Student" (on the data indicated below) is a registered and matriculated student at the School and desires to utilize the Equipment hereinafter described under the terms and conditions hereinafter set forth; and

WHEREAS, the parties hereto desire to reduce to writing their understanding and agreement so that Student can possess and utilize the Equipment under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and on the part of each of the parties hereto to be kept and performed, as well as in consideration of the fact that both School and Student intend to be legally bound hereby, they do agree as follows:

1. **Equipment Subject to Agreement:**The Equipment subject to this Agreement (possession of which will be turned over to Student for Student's exclusive use) includes an iPad (serial number to be recorded at the time of transfer of possession to the student), together with the associated cable and power adapter, iPad case, Apple Pencil, Smart Keyboard and may include from time to time related software.
2. **Ownership:** School shall retain legal title to the Equipment at all times until such time as School may transfer the title thereof to Student. Student hereby covenants and agrees they will not sell, contract to sell, lease, encumber, lien, or otherwise dispose of the Equipment so long as this Agreement remains in effect. The Student shall hold no security or ownership interest in the Equipment. Likewise, the Student shall hold no security or ownership interest in either the licenses to the installed software included with the Equipment, or in the licenses to any other software that the School may from time to time permit the Student to use.
3. **Term Equipment Use:** In the event Student ceases to be a full-time and matriculated student at School for any reason whatsoever, Student shall within ten days of the termination of their status as a full-time student, return all of the Equipment in clean, good, working order, at which time this Agreement will terminate. If Student fails to return all Equipment to the School's Information Technology Department, in clean, good, working order, to School within the above



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referenced ten day period, Student will be considered in default of this agreement. This failure to return the Equipment will then be forwarded to the proper authorities in order to bring necessary legal action or charges of theft against the Student in order to recover the Equipment, plus any and all damages suffered by School by the Student's breach of this Agreement. In the event litigation of any kind (including theft charges) are instituted by School against Student, the Student shall also pay all court costs incurred in the collection of their account together with all reasonable attorneys' fees incurred by School. Student also agrees that they are responsible for payment to the School of cost of Equipment to the School should Student fail to return Equipment when required under this agreement.

4. Equipment Storage and Use: Student shall retain Equipment at all times, including School breaks and holidays. When the Student does not have the Equipment in their possession or their immediate presence, then the Equipment must be properly secured to prevent damage and theft.

5. 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 to the extent that such uses do not interfere with these primary uses. The Student shall abide by the School's Acceptable Computer Use policies.

6. Compliance with Software Licenses : The Student shall not make copies of software licensed to the School. The Student may install software personally licensed to the Student on the Equipment to the extent that such personally licensed software does not interfere with the operation of the software installed by the School or with the primary uses of the Equipment. The Student is responsible for compliance with the license terms of any personally licensed software, and the Student agrees to hold the School harmless for any violations of such license terms .

7. Backup Requirements: The Student may store documents or other files on the Equipment, and the Student is responsible for making backup copies of such documents or other files. 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.

8. 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 Information 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 labels, markings, writings or personal stickers may be placed upon or



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affixed to the Equipment.

Any attempt by the Student to repair Equipment on their own will void all warranty (Apple Care) coverage. The Student is never to use duct tape or any other kind of tape or superglue or otherwise try to repair damaged Equipment on their own. Attempting to do so is considered gross negligence and voids the warranty coverage resulting in the Student being responsible for any and all charges related to the repair or replacement of the Equipment.

9. Right of Inspection: The Student shall make the Equipment available to the School's Information Technology Department as necessary for purposes of inspection, maintenance, repair, upgrading, and/or software installation during the School's normal business hours.

As referenced above, all Equipment provided by and/or obtained through the School is the property of the School. As such, the School retains the right to take possession of said Equipment at any time deemed necessary to complete any and all needed inspections and repairs.

10. 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.

11. Warranty: The School makes no warranty, expressed or implied, as to the Equipment subject to this Agreement. The Student assumes the responsibility for the condition of the Equipment.

12. Indemnity of School for Loss or Damage: If the Equipment is damaged due to negligence or lost, the School shall have the option of requiring the Student to pay for repair of the Equipment to a state of good working order, or if it is lost, to reimburse the School for the replacement cost of such Equipment.

13. Equipment Warranty and Insurance: Student should be aware that accidental damage is covered under AppleCare (up to two instances) . The Student must notify the School immediately if there is any accidental damage. Accidental damage includes, but is not limited to: broken casings, cracked or blemished screens, spill damage, damage caused by drops or falls, and fire damage.

In the event of accidental damage, the student is responsible for payment of a \$49 deductible to cover repair or replacement. This payment will be charged to the student's Merrimack College account through the Bursar's Office.

Damage to Equipment due to gross negligence or willful misconduct are not covered by warranty or insurance. If damage is attributed to either of these causes, the Student will be held responsible for all charges related to the repair or replacement of the Equipment.



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14. 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 computer receipt and use agreements between the parties.

15. Governing Law: This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

16. 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.

17. 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.

By the execution of the within Agreement, both the School and the Student agree to these policies and regulations, and with all of the other terms and conditions of this Agreement.

WITNESS the due execution hereof the day and year first below written.

Required\*

**Name of Student\***

**Student ID Number\***

**Student Date of Birth\*** \_\_\_\_\_

Month Day Year

**To agree to the terms and conditions as outlined above please sign and date below.**

Signature Date

**Are you under 18? (circle one) Yes No**

If yes, please have your Parent/Guardian sign this form:

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