

Mt. Olivet SDA Junior Academy
EQUIPMENT LOAN AGREEMENT
2020-2021 SCHOOL TERM

Student Name: _____ **Grade:** _____
Serial Number: _____

This Chromebook Agreement ("Agreement") is effective as of the _____ day of _____, 2020, between **Mt. Olivet SDA Junior Academy ("MOJA" or "School")** which is doing business as Mt. Olivet SDA School located at 3013 NW 11th Street, Ft. Lauderdale, FL 33311, and

Print Parent/Guardian name _____, Parent / Guardian of _____, ("Student") and states the agreement of the parties as follows:

Equipment Subject To Loan Agreement. MOJA will loan the following equipment:

- A. One (1) HP Chromebook and related hardware and software ("Equipment"), One (1) zippered case or laptop bag
- B. One (1) headset ("Equipment")
- C. One (1) USB type-C charging cable and brick

MOJA will loan the following Equipment: One (1) HP Chromebook and related hardware and software ("Equipment"), One (1) headset, One (1) zippered case or laptop bag, and One (1) USB type-C charging cable and brick. MOJA provides each Student with Equipment that is similar, or the same as, the equipment used by the faculty and allows for MOJA management of Equipment during the Student's time at MOJA. The loaned Equipment is intended to be used during the remainder of this school year term, Quarter 4 beginning March 31, 2020 and ending on May 21, 2020 or when this school year has officially ended as officially advised to you by Mt. Olivet Jr. Academy due to the COVID-19 virus situation. The Equipment is issued to the Student, who is the only authorized user of that Chromebook. Although each Student accepts responsibility for the care and use of the Equipment, the Equipment remains the sole property of MOJA until the term limit is completed, when the device, the case, the headset and charger is to be returned to Mt. Olivet SDA Jr. Academy.

1. Payment Terms.

- A. Costs for replacement of Equipment are as follows:
 - 1. One (1) HP Chromebook and related Equipment - \$199
 - 2. One (1) USB TYPE-C charger and brick - \$25
- B. Costs for cracked screens or minimum damage to devices - \$50 per occurrence.

2. Risk of Loss or Theft. The Parent/Guardian assumes all risks of loss or theft of the Equipment and related hardware and software. MOJA's casualty insurance covers certain damage, but not theft or loss. If HP Chromebook is lost or stolen the Parent/Guardian has responsibility for the replacement of the lost/stolen Equipment. If the Chromebook is lost or stolen, MOJA will not be able give the student a loaner Chromebook.

3. Property Insurance/Homeowner's Insurance Rider. Parents are strongly encouraged to add a rider to their home insurance policy for the replacement cost of the Chromebook (a minimum amount of \$200). MOJA is responsible only for the maintenance, repair, and warranty obligations specifically set forth in this Agreement and provides no property insurance to the Student. Students and Parents/Guardians are responsible for carrying adequate property insurance for the Equipment (e.g. in case of a natural disaster at home).

4. Maintenance and Repair. MOJA maintains ownership of the Equipment and management of all hardware repairs and software updates. Students are to immediately report any damage to any media equipment loaned to them from MOJA. In the event of damage to the tablet, laptop or any other media equipment; the Student should first advise the Principal. Should no loaner device be available, then the Student must make arrangements with the school to accomplish their assignments by written method, if deemed necessary. If the Principal deems it necessary, the HP Chromebook, tablet, laptop, or other device will be mailed and/or delivered to the manufacturer, who will determine whether the damage is covered under warranty.

5. **UPGRADE TO A NEWER DEVICE OR USE OF A DIFFERENT DEVICE.** Should there be a need to upgrade to a newer device or use a different device, the Student must return the loaned Media Equipment loaned to him/her in reasonable working condition prior to any exchange or upgrade. In addition, MOJA has the option of upgrading the loaned Media Equipment to a newer device or a different device during the middle of the loan.
6. **Warranty.** MOJA will manage the replacement of any parts/hardware on the Equipment that are covered by manufacturer warranty. (Refer to item #4.) All damage to the Equipment is covered, including damage to the charger. The only items NOT covered under warranty are a *missing or stolen* tablet, laptop, or case or a *missing or stolen* charger.
7. **Loan Agreement Term.** In the event of a withdrawal, dismissal from the School for any reason, including Student's graduation, and/or the end of the terms of the stated school year as listed above, the Parent/Guardian will:
 - i) Immediately return the Equipment and the related hardware and software to MOJA in good operating order and in good condition with the exception of normal wear and tear. Any missing parts (e.g., charger) will be charged to the student's account. If this option is exercised, neither party shall have liability to the other for any additional payments or refunds.
8. **Care and Operation of Equipment.** The Equipment is intended to be used only by the Student to whom it is issued and only in a careful and proper manner. The Equipment must be used in accordance with the School's *Technology Acceptable Use Policy*, which is updated annually and posted in the Student Agenda and website, and a copy emailed to each parent, and in compliance with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment. The Parent/Guardian is responsible for the Student's strict adherence to the School's *Technology Acceptable Use Policy* and software license agreements.
9. **MOJA's Right of Inspection.** In consideration of the loan of the Equipment and the terms hereof, Parent/Guardian agrees that MOJA has the right to inspect the Equipment at any time during the loan period.
10. **Acceptance of Equipment.** The Parent/Guardian will inspect the Equipment delivered pursuant to this Agreement. The Parent/Guardian will immediately notify MOJA, within 7 calendar days of receipt, of any damage to, non-conformance of, or discrepancies with the Equipment. If the Parent/Guardian fails to provide such notice before accepting delivery of the Equipment, the Parent/Guardian will be conclusively presumed to have accepted the Equipment as specified. The Parent/Guardian hereby authorizes the School to deliver the Equipment to the Student and to accept the Student's receipt for delivery of the Equipment.
11. **Ownership and Status of Equipment.** The parties agree that neither the Parent/Guardian nor the Student shall have any title, right, or interest in the Loaned Equipment other than as specifically set forth in this Agreement. Notwithstanding anything in state law or federal tax law to the contrary, the parties agree that MOJA owns the Equipment at all times including but not limited to the expiration of the term of this agreement, or the time of their child's graduation, the child withdrawn or the end of the stated school year term as listed above.
12. **Liability and Indemnity.** Liability for injury, disability, and/or injuries to other people, caused by operation, handling, use, or transportation of the Equipment during the term of this Agreement is the obligation of the Parent/Guardian, and the Parent/Guardian will indemnify and hold MOJA harmless from and against all liabilities, costs, expenses, claims, and damages arising from or related to such operation, handling, use, and transportation of the Equipment. If the Student hurts his/herself or someone else with the Equipment (e.g., tripping over the cord), the School is not responsible. If the Student uses the Equipment in violation of the Use Restrictions set forth in section 26 below or in the *Technology Acceptable Use Policy*, or otherwise harms any third party through his/her use of the Equipment, MOJA is not responsible, and the Parent/Guardian shall defend and indemnify MOJA for such liability or harm. Notwithstanding anything to the contrary contained herein, MOJA's total and aggregate liability for any and all claims hereunder under any claim of liability including, without limitation, contract, tort, or indemnity, shall in no event exceed \$5,000.
13. **Disclaimer of Liability; Risk of Loss.** MOJA DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS RELATED TO THE EQUIPMENT, OR ANY SOFTWARE OR DATA CONTAINED ON THE EQUIPMENT AS DELIVERED BY MOJA TO ANY STUDENT OR PARENT/GUARDIAN OF THAT STUDENT, AND THE EQUIPMENT IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND MOJA HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. FURTHERMORE, THE PARENT/GUARDIAN ASSUMES ALL RISK IN THE OPERATION AND USE OF THE EQUIPMENT WHILE IN THE STUDENT'S OR PARENT/GUARDIAN'S POSSESSION OR UNDER THE STUDENT'S OR PARENT/GUARDIAN'S CONTROL.

14. **Casualty/Damage Insurance.** MOJA insures the Equipment in an amount sufficient to cover the replacement cost of the Equipment assuming the claim falls within the parameters of the warranty. The fee to provide this insurance has been paid for and provided by the school.
15. **Default.** The occurrence of any of the following will constitute a default under this Agreement:
 - i) The failure to return the Equipment and all related hardware and software at the end of the loan term
 - ii) The violation of any other provision or requirement.
16. **Assignment.** The Parents/Guardians will not assign or sublet any interest in this Agreement or the Equipment or permit the Equipment to be used by anyone other than the Student, without MOJA's written consent.
17. **Agreement and Updates.** This Agreement constitutes the entire agreement between the parties. MOJA may amend this Agreement from time to time by posting updates on the MOJA website. It is necessary that the Parent/Guardian review the updates to the *Chromebook Loan Agreement* found on the MOJA website, as these updates become legally binding. When utilized, digital signatures also signify agreement to the *Tablet PC Lease Agreement*.
18. **Governing Law.** This Agreement is construed in accordance with the laws of the State of Florida. The parties agree that the only venue for a claim arising from this Agreement shall be a court of competent jurisdiction located in Broward County, Florida.
19. **Severability.** If any portion of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will 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 provision, it would become valid and enforceable, then such provision is deemed to be written, construed, and enforced as so limited.
20. **Waiver.** The failure of either party to enforce any provision of this Agreement is not construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
21. **Disclosures.** Students will be responsible for strict compliance with the school's *Technology Acceptable Use Policy*, which will be published and updated annually, and found on the school website. The Parent/Guardian has read this agreement and signified such by signing below.
22. **No Expectation of Privacy.** The Student and his/her Parent/Guardian acknowledge and agree that (i) the Equipment is not his/her personal property and should be used for only limited personal use; and (ii) the Student or his/her Parent/Guardian have **NO EXPECTATION OF PRIVACY** for data stored on the Equipment or activities performed on the Equipment. The loaned device will be immediately confiscated should any inappropriate or criminal activity occur through the use of said loaned devices. Criminal activity includes but is not limited to sexting, harassment, cyberstalking, discrimination and or cyberbullying as defined by Florida Statutes. Should said device be used for any inappropriate or criminal behavior there will be a possibility of disciplinary actions or criminal penalties imposed.
23. **Use Restrictions.** MOJA may monitor the Student's use of the Equipment through the teacher's use of a software program. The Parent/Guardian hereby consents to such monitoring. In addition, MOJA urges all Parents/Guardians to monitor all programs and use of the Equipment frequently. Furthermore, the Student and his/her Parent/Guardian are advised that:
 1. MOJA shall not be responsible for (and the Student and his/her Parent/Guardian hereby waive all claims against MOJA for) any loss, corruption, disclosure, or misuse of any Personal Property stored on or downloaded to the Equipment. This includes, without limitation, any movies, songs, documents, pictures, games, or other personal property ("Personal Property");
 2. MOJA shall not be responsible for (and the Student and his/her Parent/Guardian hereby waive all claims against MOJA for) any loss, corruption, disclosure, or misuse of any sensitive data stored on or downloaded to the Equipment. This includes personal, sensitive, or private data such as tax information Social Security Numbers, credit card numbers, driver's license numbers, bank or financial account numbers, passwords, PINs, usernames, or any other personal, non-public, or sensitive information ("Sensitive Data"); and
 3. MOJA shall not be responsible for using the Equipment for any illegal, obscene, offensive, defamatory, libelous, tortious, objectionable, commercial, or non-educational-related purposes or in violation of the *Technology Acceptable Use Policy*, or knowingly storing on or downloading to the Equipment any viruses, malware, or other destructive or illegal software or material, is strictly prohibited.

_____ I (Parent/Guardian) verify that I have read, understand, and agree to this contract.

Parent/Guardian Initial

Mt. Olivet SDA Junior Academy:

Mt. Olivet SDA Junior Academy, by

_____ Date: _____

Cynthia Murray, Principal

Parent/Guardian responsible for Equipment loan:

_____ Parent/Guardian Name (Print)

_____ Parent/Guardian Name (Signature)

_____ Date

Student's Printed Name

: _____