

Morehead State University
STUDENT LAPTOP AGREEMENT
Effective: March 15, 2008

This Agreement is made between Morehead State University (MSU) and the Student (Student) designated below.

TERMS

In consideration of the mutual covenants and conditions contained in this Agreement, MSU and Student agree as follows:

1. Description of Equipment

1.1. MSU agrees to provide Student with a fully configured PC or Macintosh Laptop computer as defined on the MSU Laptop Program Website (www.moreheadstate.edu/Laptop.html)

2. Term

- 2.1. Fall Registrants: The term of this Agreement is for one (1) academic year, beginning the first day of fall semester. The Agreement renews automatically for one twelve month period upon the Student's registration for each subsequent academic year(s).
- 2.2. Spring Registrants: The term of this Agreement is for one-half (.5) of the academic year. The Agreement renews automatically for a twelve month period as described in Section 2.1 upon Student's registration for subsequent academic year(s).
- 2.3. Mid-Academic Year Graduating Senior: The term of this Agreement is for one-half (.5) of the academic year (fall semester) or renewable for such a period as shall be applicable for students graduating in December.

3. Consideration

- 3.1. Student agrees to pay the current MSU Laptop Program fee, based on model selected, as priced on the MSU website for the academic year as described in Paragraph 2., Section 2.1 above OR Student agrees to pay the current MSU Laptop fee, based on model selected, as priced on the MSU website per semester for Agreements described in Paragraph 2., Sections 2.2 and 2.3 above as is applicable.
- 3.2. Student is billed on a semester basis. All payments are due at the time and in the manner as tuition and fees, as published on MSU's website at www.moreheadstate.edu/eagleexpress

4. Verification Check

- 4.1. Student agrees to verification checks of equipment by the MSU Technology Services Center (TSC). These checks may be conducted each semester to verify inventory / asset information. MSU will send an email notice of the verification check to the Student. Failure to comply by the requested date set forth in the notice may result in a fine of an amount up to one hundred dollars (\$100.00). See www.moreheadstate.edu/laptop.html for tentative dates.

5. Laptop Use and Alterations

- 5.1. Student agrees to use the Laptop in a careful and lawful manner and shall not make any alterations, additions, or improvements to the Laptop without prior written consent of MSU. Prohibited alterations include, but are not limited to, the additional memory or Input/Output (I/O) devices. Should additions and/or improvements be made to the Laptop, such amenities will become the property of MSU. Should MSU elect to remove these additions, alterations, or improvements at any time, MSU reserves the right to charge the Student a fee for the cost of restoring the Laptop to its original configuration and condition.
- 5.2. MSU is not responsible for maintenance of or providing technical assistance for any applications or hardware not listed in the official MSU Laptop Program Website referenced in Paragraph 1.0 above.
- 5.3. Student shall not remove or alter any Commonwealth of Kentucky, MSU, and/or MSU's Service Provider's identification labels that are attached to or displayed on the Laptop and associated peripherals.
- 5.4. Student shall maintain responsibility for backup of all personal data and/or personal software on external media such as CD or USB drive. In the event of a system crash, the Technology Service Center will repair or replace the laptop, but will be unable to recover any personal data

6. Loss and Damage

- 6.1. Student shall take reasonable and prudent care to maintain the Laptop and assorted components in a safe and secure manner. Student shall bear the risk of loss for a lost, stolen, or damaged Laptop and components from the date the Student receives delivery of the Laptop until the return of the Laptop to MSU as set forth in Section 6.2, Subds. 6.2.1 and 6.2.2 herein.
- 6.2. Student agrees to report all incidences of theft of and/or vandalism to the Laptop within twenty-four (24) hours of Student's knowledge of the loss and/or damage to MSU Campus Security and local law enforcement. Student agrees to cooperate fully with the TSC, MSU Campus Security, and the appropriate local law enforcement agency in completing all necessary reports.
- 6.2.1. Student shall pay MSU for the repair and/or replacement cost, not to exceed two hundred dollars (\$200), for damaged Laptops and components.
- 6.2.2. Student shall reimburse MSU for the entire replacement cost for lost Laptop and components.
- 6.2.3. Student shall pay MSU five hundred dollars (\$500) for stolen Laptop upon TSC's receipt of a copy of an official police report. Otherwise, Student is responsible for the full replacement cost of the Laptop and components.
- 6.2.4. Failure to pay the above-listed fees within twenty-one (21) days of MSU's mailing of notice may result in the loss of MSU Network access and a hold being placed on Student's course registration and transcripts.

7. Assignment and Compliance with Applicable Law and Policy

- 7.1. Student shall NOT assign, pledge, or transfer any interest in this Agreement or in the Laptop, including all attachments and components. Student shall not lend the Laptop to others for his/her individual use.
- 7.2. Student agrees to use the Laptop only in connection with his/her attendance at MSU.
- 7.3. Student agrees to comply with and adhere to MSU's regulations and policies governing the use of the Laptop and components. (See www.moreheadstate.edu/laptop/policies.html).
- 7.4. Student agrees to comply with State and Federal laws and regulations including, but not limited to, laws of libel, data privacy, copyright, trademark, gambling, obscenity, and child pornography; the Federal Electronic Communications Privacy Act and the Computer Fraud and Abuse Action, which prohibit "hacking" and similar activities; and State computer crime statutes.

8. Indemnity

- 8.1. Students are responsible for the content of his/her personal use on MSU system information technology and the liability resulting from that use.
- 8.2. Student agrees to indemnify and hold harmless MSU for any and all uses resulting in claims, losses, damages, injunctions, and any other type of legal action incurred as a result of student's actions. Student shall indemnify and hold harmless MSU for all costs, expenses and attorney fees incurred in defending said action.
- 8.3. MSU is not responsible for injuries, damages, penalties, or losses, including legal costs and expenses incurred by the Student or other person due to installation of software, transporting the Laptop, or any other use of equipment described herein. MSU is not responsible for unauthorized use of his/her resources and security of data transmitted on their information technology resources cannot be guaranteed. Student shall indemnify MSU for any injuries, damages or losses incurred due to the intentional or negligent acts of Student. The obligation of indemnification to MSU survives the term of this Agreement.

9. Termination of Student Rights – This agreement shall terminate automatically upon any of the following occurrences:

- 9.1. Student's graduation.
- 9.2. Student's withdrawal/transfer from MSU or failure to maintain active Student status.
- 9.3. Student's attempt to transfer or assign his/her interest in this Agreement and/or the Laptop including involuntary transfer of Student's interest in this Agreement and/or Laptop by operation of law.
- 9.4. Student's failure to pay all amounts as set forth in Sections 3.1 and 3.2 above in a timely fashion. MSU reserves the right to terminate Student's access to all Laptop program services upon payment default.

10. Return of Equipment

- 10.1. Student agrees at the end of the term of this Agreement provided in Paragraph 2.0, Sections 2.1 through 2.3 and Paragraph 9.0, Sections 9.1 through 9.4, to deliver the Laptop and all components to the TSC (108 Lloyd-Cassity) within five (5) business days.
- 10.2. In the event that Student fails to return the Laptop within five (5) business days of his/her withdrawal/transfer or graduation from MSU, MSU, at its discretion, reserves the right to charge Student (a) five hundred dollars (\$500) for the hold over semester and accrued unpaid semester fees; (b) assess Student the full cost of the Laptop and all components and accrued unpaid semester fees; (c) charge Student the full costs of the Laptop and all components and an accrued unpaid semester fees. **NOTICE: In addition, the University may seek criminal charges for theft of state property.**

11. Withdrawal/Transfer from MSU

- 11.1. Upon Student's withdrawal/transfer from MSU during the term of this Agreement, Student agrees to return the laptop and pay a minimum fee of one-hundred dollars (\$100).
- 11.2. Upon Student's withdrawal/transfer from MSU and timely return of the Laptop and components as set forth in Section 10. above, Student shall be credited as provided in the schedule below:

University Withdrawal/Transfer Schedule

First 5 days of classes	100%
Next 5 days of classes	75%
Next 5 days of classes	50%
Next 5 days of classes	25%
No refunds given after the first twenty days of classes.	

- 11.3. Nothing in this Agreement is intended to abrogate MSU's right to collection for previous semester(s) any and all outstanding fees owed or collection of loss or damages as described in Paragraph 3.0, Sections 3.1 and 3.2 and Paragraph 6.0, Sections 6.1 through 6.2.4 herein. Refund will be based on the date the TSC (108 Lloyd Cassity) actually physically receives the Laptop.

12. Laptop Ownership

- 12.1. Laptop, components, and peripherals shall remain the property of MSU. Student has no title or property interest in Laptop, components, and peripherals except as provided for in this Agreement.

13. Amendment and Notice

- 13.1. MSU reserves the right to amend the terms of this Agreement upon serving Student a written Notice of Amendment. Notice shall be effected upon emailing Student at Student's MSU Webmail account or by U.S. Mail to his/her local or permanent address provided by Student to MSU-TSC in the "MSU Technology Package Application." Student is responsible to maintain current permanent and local addresses with the TSC. Notice of Amendment shall be effective thirty (30) days from the date of the emailed or mailed notice. University reserves the right to correct clerical errors to this Agreement without notice to Student.

14. Miscellaneous

- 14.1. Severability: If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal, this Agreement will be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions will not be affected thereby.
- 14.2. Entire Agreement Modification: This Agreement contains all the terms between the parties and may be amended only in writing as provided for in Paragraph 13.0 above.
- 14.3. Jurisdiction and Venue: This contract, and amendments and supplements thereto, shall be governed by the laws of the Commonwealth of Kentucky. Venue for all legal proceedings arising out of this contract shall be pursuant to Kentucky law.
- 14.4. Non Waiver: No delay or failure to enforce any provision of this Agreement will constitute a waiver or limitation of rights enforceable under this Agreement.
- 14.5. If Student is a minor at the time of execution of the Agreement, then the parent/guardian signing this Agreement shall stand as surety for any and all obligations set forth in the Agreement. Parent/guardian agrees to pay any and all charges incurred by Student under the terms set forth above.
- 14.6. In the event Student enters into this Agreement prior to his/her eighteenth birthday, then in that event, any use of possession of the machine on or after said day, shall be complete ratification of and acceptance by the Student of the terms and conditions of this Agreement as if signed in full after reaching the age of majority.

MSU STUDENT LAPTOP AGREEMENT

_____	_____
Make/Model	MSU Tag #
Student Name and Permanent Address: _____	

On Campus Address (if known): _____	

Student Home Phone Number: (____) _____ - _____	Alternate Phone Number: (____) _____ - _____
Student MSU ID: _m _____	

Student acknowledges that Student has read, understands, and agrees to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

STUDENT

By: _____ Date: _____
(Student & Parent/Guardian if Student is less than 18)

TSC witness: _____ Date: _____

Parent/Guardian (if student is less than 18 years of age)
P/G Address: _____

P/G Phone: (____) _____ - _____
Alternate Phone: (____) _____ - _____



Technology Service Center
108 Lloyd Cassity
606-783-9090

Invoice # _____
