

**LAWRENCE TECHNOLOGICAL UNIVERSITY
LAPTOP AGREEMENT**

Agreement entered into on (date) _____ between Lawrence Technological University (the University), a private educational institution with its principal location in Southfield, Michigan, and (Student's name) _____, a student at the University, (ID) _____.

Now, therefore, in consideration of the mutual covenants contained in this Agreement it is agreed between the parties:

Laptop Computer and Software The University agrees to deliver computer hardware and software (referred to as LTU Laptop) to Student. Student agrees that the LTU Laptop, including the installed software, is the property of the University. Special licensing agreements and other subsidies paid for by the University to various vendors have significantly reduced the overall cost of the LTU Laptop. As required by these arrangements, Student agrees to the following terms and conditions upon receipt of the LTU Laptop.

Terms of Agreement The term of this Agreement is effective from the above date NOT TO EXCEED the last day of final exams for the summer semester. This Agreement must be renewed by Student for each academic year. The LTU Laptop, however, may be retained by Student for the summer if Student is enrolled in summer courses and/or if Student is registered for classes the following fall semester. An exception to this arrangement occurs during the years in which the University updates and refreshes LTU Laptop hardware. (Information on LTU Laptop refreshes is found at ltu.edu/ehelp.) On or before the last day of the term that ends Student's enrollment at the University, Student will return the LTU Laptop to the Lawrence Tech Help Desk. The LTU Laptop will be returned in the same condition it was in on the Agreement date of issue, ordinary wear and tear excepted. After expiration of the term and so long as this Agreement shall remain in force and effect, Student agrees to remain responsible for all terms and conditions of this Agreement. The Agreement is also terminated upon Student's graduation or withdrawal from the University.

During the term of this Agreement, Student is strictly prohibited from subleasing, renting, selling, donating, giving away, or otherwise lending the LTU Laptop to any other individual. Student understands the LTU laptop is property of the University, and that Student shall only have the right to use the LTU Laptop during and in connection with his/her enrollment at the University.

Student further agrees to return immediately the LTU Laptop to the Lawrence Tech Help Desk upon the termination of this Agreement. Upon premature departure from the University, whether by withdrawal, dismissal, involuntary withdrawal, or other occurrence, Student must stop using the LTU Laptop and return it within five business days to the Lawrence Tech Help Desk. A student who is not registered for classes, but has taken an incomplete (I) in a course(s), is not considered enrolled or registered, and therefore must return the LTU Laptop according to the terms of this Agreement. Permission to keep an LTU Laptop beyond the specified return date can only be made to the individual to whom the LTU Laptop is assigned and may be granted solely by the Help Desk Services or designee. LTU Laptop return date extensions cannot be made by any other University office, including instructors, department chairs, and deans, etc. Deposit Student agrees to pay a deposit of \$500 prior to taking possession of the LTU Laptop. The deposit will be released to Student's account and applied to any outstanding balances upon the termination of this Agreement. Any credit thereafter will be refunded to Student if the LTU Laptop is returned by the due date, or upon termination of this Agreement, and in good working condition. The LTU Laptop return dates are posted on www.ltu.edu and through normal University communications.

Care and Use Student agrees to maintain the LTU Laptop in good operating condition, repair, and appearance, and protect the same from deterioration, other than ordinary wear and tear. Student is responsible for intentional damage or loss of the LTU Laptop, based on a set fee schedule. Student agrees to use the LTU Laptop in educational course work, within its normal capacity, without abuse, and in a manner contemplated by the University.

Student agrees to abide by the terms of all licensing agreements and copyright laws. Student agrees not to make copies of copyrighted software, unless the Edward Donley Computing Center has a site license specifically allowing the copying of that software. In addition, Student agrees not to copy site-licensed software for distribution to any person or for use on any other computer.

Student agrees to comply with any applicable laws and University computer and network policies related to computer resources in effect during the Agreement. These include both the proper use of the LTU Laptop, network access and any software loaded on the LTU Laptop. This policy should be read in conjunction with other University policies, its supplements, and does not supercede, these policies.

Costs Student is responsible for the following costs:

- \$500 deposit required;
- \$500 charge per occurrence for the replacement of the LTU Laptop in case of theft, upon proper filing of a police report (claims must be filed within three business days of occurrence for claim to be eligible). Student must provide copies of the police report to Lawrence Tech Campus Safety and the Lawrence Tech Help Desk;
- \$3,000 charge per occurrence for the replacement of the LTU Laptop in case of theft, when no police report is filed;
- \$3,000 charge per occurrence for failure to return the LTU Laptop;
- \$3,000 charge per occurrence in the case of malicious damage to the LTU Laptop;
- Student is responsible for intentional damage to the LTU Laptop (includes abuse, damage by negligence, repeat accidental damage) or loss of its peripherals and/or components, based on a set fee schedule;
- \$20 per business day late fee when the LTU Laptop is not returned during published LTU Laptop return period.
- Accidental damage to the non-Mac LTU Laptop is covered under the terms of this Agreement. Exclusions apply to Apple branded laptops provided by the University. See Apple Addendum below for further details.

Student authorizes the University to charge Student's account \$3,000 for the non-return of the LTU Laptop, along with late fees. Student accepts responsibility for payment in full of these fees.

Alterations and/or Additions Student agrees not to make any alterations and/or additions to the LTU Laptop other than normal operating accessories or controls that are acceptable to the University. Student may obtain alterations and/or additions to the LTU Laptop at his/her option with concurrence of the University. Such alterations and/or additions shall remain the property of Student. Student is responsible for returning the LTU Laptop to its original condition prior to the end of this contract.

Maintenance Student agrees to keep the LTU Laptop in good operating condition and will make the LTU Laptop available to the University to make necessary adjustments and/or repairs. Student agrees not to permit persons other than authorized representatives of the University to effect adjustments and/or repairs. University shall in no way be responsible to Student for loss of the use of the LTU Laptop occasioned by theft or adjustments and/or repairs made by persons other than its own representatives or personnel approved by the University. Limited maintenance service, including computer software, operating systems, and services, shall be provided by technical support at the Lawrence Technological University Help Desk. Approved representatives of the University shall perform all remedial maintenance after the LTU Laptop is determined inoperative.

Insurance This Agreement includes insurance coverage for theft or damage with a \$500 deductible. Student acknowledges that, in the event of theft, he/she is responsible for paying the amount of any deductible due. The deductible rises to \$3,000 if the LTU Laptop is lost or stolen and no police report is filed within three business days of occurrence.

Warranty The University warrants that the LTU Laptop when delivered will be in good working order and that it will make all necessary adjustments, repairs, and replacements without additional charge to ensure this condition. Except as set forth in this Agreement, it is expressly agreed that there is no warranty of merchantability, expressed, implied, or statutory, nor any affirmation of fact, or provision, by the University with reference to the LTU Laptop or service which extends beyond the warranty set forth by the manufacturer.

Assignment Student agrees not to assign this Agreement or sublet the LTU Laptop. Student understands that it is in his/her best interest not to allow any other person to have access to his/her LTU Laptop.

Governing Law Any applicable laws will govern this Agreement.

Other Student agrees that failure to abide by these policies can result in at least the suspension of his/her computer privileges, with possible referral to the Dean of Students and the University's Student Discipline Committee for further action. Further, Student agrees that he/she may be subject to criminal prosecution for violations of these requirements under applicable federal and/or state laws.

Student acknowledges that in the event that Student requires the use of a temporary or permanent replacement for an LTU Laptop, the terms and conditions of this Agreement shall extend to cover any replacement LTU Laptop. The University reserves the right to recall the LTU Laptop for purposes of LTU Laptop upgrades with no penalty to Student. Student will be issued a replacement LTU Laptop and the terms and conditions of this Agreement shall extend to cover any replacement LTU Laptop.

Student understands that failure to return the LTU Laptop within the stated return period (not to be confused with the Agreement expiration date) or immediately upon termination of the Agreement (as set forth in the Terms of Agreement) may result in a penalty and/or other assessed costs charged to Student. The penalty for failing to turn in the LTU Laptop within the designated return period is a \$20 late fee per business day (up to the \$500 security deposit) plus the cost of a new computer system (\$3,000). The University, if necessary, reserves the right to seek criminal prosecution and civil charges along with recovery of attorney's fees and court costs.

Student is responsible for backing up all legally obtained and created data and the help desk staff is not liable for such lost data.

By signing this Agreement, I certify and agree that:

1. I have read, understand, and accept the terms and conditions of this Agreement;
2. I am at least eighteen (18) years old;
3. All information I have provided is true and accurate; and
4. I acknowledge responsibility for the LTU Laptop at all times during the term of this Agreement and, therefore, understand that it is in my best interest to adhere to all applicable laws, University rules and regulations governing the use of the LTU Laptop.

If either party has any doubt or confusion as to the intent or purpose of any terms and provisions of this Agreement, then such party shall notify the University's Vice President for Finance and Administration for further clarification and discussion as to the intent of such terms and provisions. All notices, requests, demands, and communications hereunder will be sent by first-class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered.

Graduate and doctoral students who choose to participate in the LTU Laptop program will be assessed a usage fee of \$95 per credit hour.

Availability is not guaranteed to graduate and doctoral students.

Apple (Mac) Computer Addendum For those students issued a Mac LTU Laptop, special considerations apply. Accidental damage protection for Mac users is not expressly guaranteed. Accidental damage only covers operational or mechanical failure from handling and does not include protection against ordinary wear and tear; viruses; reckless, abusive, or intentional conduct associated with handling and use of the product; cosmetic damage and/or other damage that does not affect the functionality of the unit; and is limited to a specific dollar amount per unit based on the University's agreement with its service contract provider. LTU Laptop screen claims are limited to a specific dollar amount per unit per the service contract coverage agreement between the University and its service contract provider. For repairs, accidental damage coverage is not guaranteed. Therefore, Student may be liable for any or all repair costs associated with the unit. Student may be required to pay an additional \$500 laptop security deposit to obtain a newly issued unit if the originally issued unit is lost, stolen, or damaged beyond repair as determined by the University's service contract provider.

Addendum I understand that the LTU laptop is the property of Lawrence Technological University, and may not be taken out of the country without express prior permission of the IT Services Help Desk.

Do you accept the terms of this agreement?

Yes

No

Submit

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