

Laptop Loan Agreement

(For Fremont High School Students Only)
(Techno-Gear of Mission Possible for Teens Foundation)

Date: _____ Student Grade: _____

Student's Name: _____ Student ID Number: _____

Student's High School Name: _____

Home Phone: _____ Email address: _____

Student's Residential Address: _____

A laptop is being loaned to the undersigned student (the "Student") free of charge by Mission Possible for Teens Foundation (MPTF), a 501(c)3 non-profit organization, under its Techno-Gear project (collectively "Techno-Gear") for academic purposes. By signing this agreement, the Student understands it is his or her responsibility to care for the laptop, and to ensure it is maintained in a safe environment. If the laptop is lost, stolen or damaged, the Student or Student's parents or guardians should **immediately file a report** with Techno-Gear by email to Techno-Gear at technogear.org@gmail.com.

The laptop, laptop charger and carrying case (collectively "Property") are the **PROPERTY of the MPTF**, Fremont, CA 94539 and is herewith being loaned to the student for educational purposes and

- 1) The agreement is only for up to one (1) academic school year. A free renewal is required by August 1st of the following school year by signing a new laptop loan agreement. Up to three (3) renewals or up to total of four (4) academic years of loan is allowed. The Property loaned to Student must be returned to Techno-Gear fourteen(14) days after loan has ended.
- 2) Student may not deface, damage, or destroy this Property in any way. Inappropriate material stored In the laptop may result in the Student losing his or her right to use this Property. The Student and/or parents/guardians may not refurbish, repurpose, or sell the Property to anyone.
- 3) The Property will be returned to Techno-Gear on a date to be requested or sooner if the Student is discharged from school prior to the end of the school year. The Student who do not return the Property when requested may be subject to criminal prosecution or civil liability. A late fee of \$50 may be charged if the Property is not returned to Techno-Gear on the required check-in date.
- 4) The Property is loaned to the Student "as-is" condition.
 - a) No explicit or implicit warranty is provided under any circumstance.
 - b) In the event of laptop hardware failure, Techno-Gear strives to provide a free replacement, which is not guaranteed and will be based on laptop availability, and shipping charges for replacement will be at the Student's expense.
- 5) The Student's family is limited to one (1) loaned laptop per family from Techno-Gear.
- 6) If the Property is damaged, the Student or Student's parent/guardian is responsible for returning the laptop to Techno-Gear. No repair services will be provided by Techno-Gear.
- 7) Technical support for laptop operation is not guaranteed and will be provided by volunteers based on their schedule and availability. All technical support requests must be requested by emailing technogear.org@gmail.com.
- 8) The Student may not access or let anyone else access or transfer any data stored in the laptop by accident, and the Student is responsible for reporting such finding to Techno-Gear.
- 9) The Student shall remove all the data stored in the laptop before returning the laptop to Techno-Gear. All data of returned laptop will be destroyed.

- 10) If the Property is lost, stolen or damaged while in the Student's possession, the Student or Student's parent/guardian is responsible for filing a report and agrees to indemnify Techno-Gear against any claim occurring during or resulting from the Student's possession or use of the Techno-Gear Property, including, but not limited to any claim for infringement or violation of applicable trademarks and copyrights attributable to the Student's use of the Techno-Gear Property.
- 11) The Student may use the Property only for non-commercial purposes, in accordance with the MPFT policies and rules. Any included software may be used only in accordance with the applicable license and it is the Student's responsibility to be familiar with and to comply with the provisions of such license.
- 12) The Student may not install or utilize any software in connection with the Student's use of the laptop other than free software installed in the laptop when the laptop initially made available to the Student in accordance with this receipt and agreement and the Student agrees not to make any unauthorized or illegal use of or modifications of such software.
- 13) Techno-Gear is not responsible for any computer or electronic viruses that may be transferred to or from the Student's diskettes or other data storage medium and the Student agrees to use the Student's best efforts to assure the Property is not damaged or rendered inoperable by any such electronic virus while in the Student's possession.
- 14) Techno-Gear is not responsible for any lost, damaged, access and use of data and software stored by the Student in the laptop and not removed by the Student after returning the laptop to Techno-Gear and agree to indemnify Techno-Gear against any claims occurring by or resulting from these data or software or the access or use of these data and software after the Student returned the laptop to Techno-Gear, including, but not limited to any claim for infringement or violation of applicable trademarks and copyrights attributable to the data and software, and the access and use of such data and software by the subsequent users.
- 15) The Student and his/her parents agree to indemnify MPTF or Techno-Gear, its board-members and volunteers, any organizations prompting this program, against any claims, such as body or property damages of the Student and anyone else, occurring by or resulting from malfunctions of laptops or computers.

By signing below, Student and Student's parent/guardian acknowledges and agrees to the terms of agreement as spelled out in the **Techno-Gear Laptop Use Policy Summary** below and this **Laptop Loan Agreement**. Additionally, they agree that Student's use of the Property is a privilege, and that by Student's agreement to the terms hereof, the Student acknowledges Student's responsibility to protect and safeguard the Property and to return the same in good condition.

Parent's Signature: _____ Print Name: _____

Guardians' Signature: _____ Print Name: _____

Student's Signature _____ Print Name: _____

Date: _____

Driver's License: Parent/Guardian: _____ Student: _____

Last 4 Digits of Social Security Number: Parent/Guardian: _____ Student: _____

Address: _____

Techno-Gear Laptop Use Policy Summary

Student Responsibilities

Your laptop is an important learning tool and is for educational purposes only. To possess this laptop, I must be willing to accept the following responsibilities:

- I know this laptop is being loaned to me. All district policies, procedures, applicable laws and Fremont and Internet Policy must be followed. I understand that any violation could result in loss of the laptop for my use and I may be subject to any criminal punishment.
- I will treat the laptop with care and will be responsible in using the laptop.
- I will not loan or sell the laptop to others; it will stay in my possession at all times.
- I will not load or delete any software from the laptop, and I will comply with all copyright laws.
- I will not remove or alter the laptop label or the ID inventory number.
- I will not give personal information when using the Internet.
- I will not attempt to make any repairs to the laptop.
- I understand that misuse or inappropriate use as determined by school or Techno-Gear personnel may result in any and/or all of the following:
 - Student conference
 - Parent conference
 - Cancellation of access privileges and/or loss of laptop privileges
 - School disciplinary actions including civil or criminal liability under applicable laws

Parent Responsibilities

Your child has been issued a laptop to improve and personalize his/her education this year. It is essential that the following guidelines be followed to ensure the safe, efficient, and ethical operation of your child's laptop.

- I will discuss school policies and expectations regarding the use of the Internet and will supervise my child's use of the laptop.
- I will not attempt to make any repairs to the laptop.
- I will report to the Techno-Gear any problems with the laptop.
- I will not load or delete any software from the laptop, and I will comply with all copyright laws.

Parent's Signature: _____ Print Name: _____

Guardians' Signature: _____ Print Name: _____

Student's Signature _____ Print Name: _____

Date: _____

Driver's License: Parent/Guardian: _____ Student: _____

Last 4 Digits of Social Security Number: Parent/Guardian: _____ Student: _____

Address: _____