

**2017-2018 SHENANDOAH UNIVERSITY  
iMLearning PROGRAM EQUIPMENT LEASE AGREEMENT**

Pursuant to Shenandoah University's iMLearning Program, Shenandoah University (the "University") hereby agrees to lease you the following computer-related equipment:

| <b>ITEM</b>                                  | <b>SU PROPERTY ID</b> | <b>SERIAL NUMBER</b> |
|--|-----------------------|----------------------|
| [MacBook Pro]<br>[iPad Pro<br>[Apple Pencil] |                       |                      |

(collectively, the "Equipment").

In consideration for the Equipment, I acknowledge I will be charged a per semester iMLearning fee, which shall be determined by the University. Choosing not to use the Equipment does not negate my obligation to pay the iMLearning fee.

**1. Care of Equipment.** I acknowledge that I have received the Equipment, and that this Equipment is owned by the University. I will not personalize the Equipment with stickers, graffiti or any other type of markings. Any replacement of parts resulting from such actions described above will be done at my expense. The University is not responsible for illegal content, unauthorized modifications or copies of software that is loaded onto the computer during your possession of the Equipment. Any software I choose to download or install will not be supported by University staff.

**2. Data Backup.** I acknowledge that the University is not responsible for maintaining backup copies of any personal data. I accept that it is my responsibility to maintain data backups.

**3. Accidental Damage / Loss of Equipment.** I am responsible for non-warranty, accidental damage to, or loss of, the Equipment. I can be charged for any non-warranty, accidental damage or loss of the Equipment in a reasonable amount to be determined by the University. Loss or theft of the MacBook computer or any peripherals thereof must be reported to the University's Department of Public Safety as soon as possible, but no later than 48 hours after the incident. It is my responsibility to deliver a copy of the incident report to Institutional Computing.

**4. Right to Inspect Equipment.** I acknowledge the University's right to inspect the Equipment throughout the term of this agreement upon notification via University email. Failure to respond to a request for inspection will result in loss of network privileges until inspection has been completed. The University reserves the right to recall the Equipment prior to the final return date.

**5. Payment of Fees.** I authorize the University to charge applicable costs, fees or penalties arising under this agreement to my student account at the University.

**6. Address Change.** I agree to provide the University with any and all changes in my address or phone number during the period of this agreement or until the Equipment is returned to the University.

**7. Change of Student Status and Return of Equipment.** If there is a change in my status as a student at the University, I acknowledge that I must return the Equipment to Institutional Computing during normal business hours within fourteen (14) days of the change. Changes in student status include, but are not limited to, graduation, withdrawal (official or unofficial) with or without intention to return, leave of absence, medical leave or transfer. I will be billed for any repairs necessary to restore the Equipment to its original condition, less reasonable wear and tear. If I fail to return the Equipment within the 14 day period, I understand I will be charged a "buyout fee" to be determined by the University, plus sales tax and any additional accrued expenses (collectively, the "Buyout Amount"), and the Equipment will be rendered unusable. In the event I pay the Buyout Amount by the date set forth in my Final Notice Letter, the University will provide a code so I may make the Equipment usable again and it shall be mine to keep. In the event I fail to pay the Buyout Amount by the date set forth in my Final Notice Letter, however, the University will turn my account over to a collection attorney or

agency in which case, the University will no longer accept return of the Equipment, and I will be responsible for the Buyout Amount, plus the reasonable costs the University incurs in collections, and I acknowledge the Equipment will remain unusable unless and until I pay the full amount I owe to the relevant collections attorney or agency.

**8. Change of Ownership.** I understand that upon graduation, provided I have paid eight semesters of iMLearning fees, ownership of the Equipment shall be transferred to me at no additional cost. Should I leave the University prior to my payment of eight iMLearning fees, I will have the option to purchase the Equipment. See Section 7 above.

**9. Miscellaneous.** This agreement constitutes the entire understanding between the parties with respect to the Equipment and replaces and supersedes any prior understanding or agreement. This agreement may be amended only in a written document executed by both parties. Student may not assign this agreement without the prior written consent of the University. Any waiver of any condition in this agreement shall not constitute a waiver of any other condition. If any one or more provisions contained in this agreement, is/are held to be invalid, illegal or unenforceable, such holding shall not affect any other provision hereof. This agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions, and any dispute arising out of or related to the Equipment or this agreement shall be resolved in the state or federal courts of Virginia.

*As the student or student's parent or legal guardian,\* I acknowledge that I have read, understand and voluntarily agree to comply with the terms and conditions of this agreement.*

**STUDENT NAME** \_\_\_\_\_ **STUDENT ID NUMBER** \_\_\_\_\_

**LOCAL ADDRESS** \_\_\_\_\_

**MAJOR** \_\_\_\_\_ **GRADUATION YEAR** \_\_\_\_\_

**STUDENT SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PARENT/GUARDIAN SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\* If the student is under the age of 18, a parent/guardian signature is required.

Revised July 11, 2017