
User Agreement For Apple MacBook Pro Notebook Computer

Ringling School of Art and Design

Fall 2006

INTRODUCTION

This is a legal document between you and the owner of this Apple MacBook Pro notebook computer, Ringling School of Art and Design. Please carefully read the terms and conditions of this User Agreement, which govern your use of the Apple MacBook Pro notebook computer which you are going to take delivery of it today. You may not take possession of this Apple MacBook Pro notebook until you have read and accepted the terms of this User Agreement and signed the Release Form.

GRANT OF LICENSE

Ringling School of Art and Design grants you the personal, non-exclusive right to utilize this Apple MacBook Pro notebook computer for the duration of your study at Ringling School of Art and Design. This notebook computer should be used primarily for your educational and scholarship activities. Any use of this computer which interferes with its primary purpose (for example using up its capacity to run a personal business) is not permitted.

Upon the entrustment of the Apple MacBook Pro notebook computer into your care, you assume the responsibility and liability of the Apple MacBook Pro notebook computer. In addition, you agree to return this Apple MacBook Pro notebook computer on the scheduled or arranged date of return.

LIABILITY

While under the possession of the User, the User is fully responsible for any theft or physical damage of this notebook computer and may be held accountable for the replacement or repair of this notebook computer. The User needs to make sure that all cables and components are returned with this notebook computer. The User is also responsible for keeping this notebook computer clean and in good condition during its use and upon its return to Ringling School of Art and Design. The User cannot lend

this notebook computer to anyone without notification and permission from Ringling School of Art and Design. Please note that if the User lends this notebook computer to another person without prior permission, the User is still held accountable and responsible for the replacement of this notebook computer any may be subject to the forfeiture of the notebook computer, at the sole discretion of Ringling School. Failure to report the loss of this notebook computer or failure to return this notebook computer will result in appropriate disciplinary action by Ringling School of Art and Design and a possible police investigation.

SUPPORT AND SERVICE

The User must obtain prior written permission from the Help Desk at Institutional Technology to install any internal or external components on this notebook computer. The User can only install software if he/she has a valid and current license. The User may not un-install or erase any programs or files that were originally on this notebook computer. In addition, the User is strongly advised to consult the Help Desk at Institutional Technology before changing any system settings. The User should contact the Help Desk at Institutional Technology as soon as possible if there is any technical and/or physical problem with this notebook computer.

TERM

This Agreement will terminate upon your graduation, withdrawal or dismissal from Ringling School of Art and Design or upon any other notification from Ringling School to turn in the notebook computer. Such notification of termination shall be in the sole discretion of Ringling School. Upon such termination, you must promptly return this notebook computer and all of its parts and peripherals to the Help Desk at Institutional Technology.

OWNERSHIP

All rights, title and interest to the Apple MacBook Pro notebook computer are the property of Ringling School of Art and Design. Your use of the Apple MacBook Pro notebook computer is subject to the laws of the State of Florida and the United States of America and the policies and practices of Ringling School and nothing in this Agreement or in the conduct of Ringling School constitutes a waiver of the rights of Ringling School of Art and Design under such laws.

DETAILED TERMS OF THIS AGREEMENT

1. The Apple MacBook Pro notebook computer, which is provided for my use with no transfer of ownership, is a fully configured notebook computer with a battery, cords, and other appropriate accessories. I will retain possession of the computer until I am no longer enrolled at Ringling School of Art and Design.
2. I will not remove or alter any of the identification tags attached to or displayed on this notebook computer.
3. I will not assign, transfer, pledge or otherwise dispose of this Agreement or any interest herein, or lend the computer or otherwise permit it to be possessed or used by anyone other than me.
4. I agree to adhere to Ringling School of Art and Design's procedures and policies in effect now or in the future governing the use of the computer. I agree to comply with all applicable State and Federal law including copyright and intellectual property law pertaining to software.
5. The notebook computer is and will, at all times, remain the property of Ringling School of Art and Design. I will have no title or other ownership interest in this notebook computer.
6. I agree to use this notebook computer in a careful and lawful manner, and will not make any physical alterations, additions or hardware changes/improvements to the computer without prior written consent of Ringling School of Art and Design. Such alterations include but are not limited to adding memory, or input/output devices. Should additions and/or enhancements be made to the computer, such enhancements will belong to Ringling School of Art and Design. Ringling

School of Art and Design reserves rights to remove any additions to and/or alterations of hardware or software components.

7. I am fully responsible for maintenance of software applications and hardware not provided by Ringling School of Art and Design.
8. Upon request, I agree to promptly deliver this notebook computer to the Help Desk at Institutional Technology for inspection or to verify inventory/asset management information. Failure to comply by the date requested may result in a hold being placed upon my computing privileges and transcript or other appropriate actions or sanctions.
9. I agree to take necessary and prudent care to keep the computer secure and safe.
10. I will be responsible for the risk of loss by theft, destruction, or damage of the computer from the date I take delivery of the computer until it is returned to Ringling School of Art and Design. If, during the period of this agreement, the computer is found to be damaged during inspection by Institutional Technology Help Desk, Ringling School of Art and Design may charge me the actual cost of repairs or replacement up to \$1000. Any subsequent incidents of damage will result in a charge for the actual cost of repairs or replacement up to \$1,000 plus an additional \$250 to process the repair work and insurance claim. These amounts will be added to my account.
11. If any components are missing when I return the notebook computer to Ringling School, I will be charged full replacement cost of each missing component.
12. I must report theft (or suspected theft) or other loss of the computer within 24 hours to the Help Desk at Institutional Technology. In case of theft or loss occurring on campus, Public Safety must also be contacted at (941) 359-7500. The Office of Public Safety will require me to contact the Police Department of Sarasota to obtain a written police report. If the incident occurs off-campus, the police department in the jurisdiction in which the theft or loss occurred should be notified and a copy of the written police report obtained. To receive a replacement computer, I will submit a written copy of the police report to the Help Desk at Institutional Technology. In cases of theft or loss, I will be responsible for a \$1000 replacement fee. If I fail to record theft or loss or suspected theft or loss within 24 hours to the Help Desk at Institutional Technology and fail to contact Public Safety or police, Ringling School of Art and Design will bill me for the replacement cost of the notebook and accessories.
13. Upon my graduation, withdrawal or dismissal from Ringling School or upon any other notification to promptly turn in the notebook com-

puter, I agree to promptly deliver the computer to the Help Desk at Institutional Technology or such other place designated by Ringling School of Art and Design. In the event that I do not return the notebook computer within stated time frames, Ringling School may, at its discretion, place a hold on my school record, bill me for the greater of the value of the notebook computer or a \$500 fee.

14. I recognize this pilot project may be terminated at the discretion of Ringling school of Art and Design.

15. I agree that the Ringling School of Art and Design may amend the terms of this agreement (to include cancellation) upon serving me a written Notice of Amendment. Such Notice of Amendment will be effective 10 days from the date of the mailing or delivery.

16. Ringling School of Art and Design are not responsible for any injuries, damages, penalties, or losses, including legal costs and expenses, incurred by me or any other person caused by the transportation, installation, use of or any other matters relating to this notebook computer.

17. This agreement and any amendments or supplements to it will be governed by the laws of the State of Florida and the United States of America.

18. No delay or failure to enforce any provision of this Agreement will constitute a waiver or limitation of Ringling School of Art and Design's rights of enforcement under it.

I have read and understand this information and agreement. Failing to follow the policy and procedures in this agreement or break any of the agreement will result in the termination of this agreement.