



Student Laptop Computer Agreement

This Agreement is made between Southwest Wisconsin Technical College (hereinafter referred to as "SWTC") and _____ (first and last name). The purpose of this agreement is to outline the required technology package for Graphic & Web Design students. This package includes temporary use of a laptop computer, technical support, and the use of SWTC licensed software.

TERMS

By signing below, I hereby acknowledge acceptance of the laptop computer agreement from SWTC to govern the use of the provided laptop computer while I continue to be enrolled at the College, based on the terms below.

1.0 Description of Equipment

The laptop computer, which is provided for my use with no transfer of ownership, will be a fully configured Apple laptop computer, including cords, and other appropriate accessories (hereinafter referred to as "the computer").

2.0 Rental and Return of Computer

2.1 I agree to pay a SWTC computer rental fee of Seven Hundred Dollars (\$725) per semester for four consecutive semesters (not including summer semester). The computer rental fee will be due prior to the first day of the semester, as determined by SWTC, and is nonrefundable after the first day of the semester, absent special circumstances. After payment and use of the computer for four consecutive semesters, I can continue to use the laptop without any additional rental cost until I graduate or am no longer enrolled at SWTC (which includes, but is not limited to, transfer or termination from SWTC).

2.2 I will retain possession of the computer until I graduate from the Graphic & Web Design program or am no longer enrolled at SWTC. Upon graduation or if I am no longer enrolled at SWTC before I have completed four consecutive semesters, I must do one of the following:

- a. Return the computer, components, and accessories to the college's IT department, room 2605 within ten (10) days of any graduation or disenrollment.
- b. Purchase the computer by completing the college's computer purchase agreement within ten (10) days of any graduation or disenrollment. Refer to the business office for purchase agreement details.

2.3 Upon any other notification from SWTC to turn in the computer for inspection or to verify inventory/asset information, I agree to deliver the computer to SWTC's Help Desk or such other place designated by SWTC.

2.4 In the event that I do not return the computer within stated timeframes, SWTC may, at its discretion, place a hold on my college record, bill me for the replacement cost of the computer and/or a \$400 fee, and/or initiate collection, repossession, or police investigative action. I understand that SWTC may charge me collection costs in the event it has to initiate a collection or repossession action.

3.0 Computer Ownership and Use

3.1 The computer is and will, at all times, remain the property of SWTC. I will have no title or other ownership interest in the computer. Nothing in this agreement shall be interpreted in a manner that transfers ownership of the computer, components, and/or accessories.

3.2 I will not make any alterations, additions or improvements to the computer without prior written consent of my instructor or designee at SWTC. Such alterations include, but are not limited to, adding memory, installing games or other unauthorized software, and adding input/output devices. I will also not remove or alter any SWTC or other identification labels attached to or displayed on the computer. If additions are made to the computer by SWTC, such additions will belong to SWTC. SWTC may, at its discretion, remove any additions to and/or alterations of hardware or software.

3.3 I will not assign, transfer, pledge or otherwise dispose of this agreement or any interest herein.

3.4 I will not lend the computer or otherwise permit it to be possessed or used by anyone other than me. I will not share any confidential password that permits access to my computer to anyone else. I agree to take reasonable steps to protect any confidential password from being discovered by third parties.

3.5 I agree to use the computer in a careful and lawful manner. I agree to adhere to SWTC's regulations and policies governing the use of the computer, including the Student Code of Conduct, the Internet Acceptable Policy, and the Harassment Policy. I understand that software will be installed on the computer to prohibit me from downloading applications deemed unnecessary for my education. This software, however, is not a guarantee to exclude all inappropriate material. I agree to notify my instructor if I come across inappropriate material that was not filtered. I agree to comply with all applicable State and Federal law including copyright and intellectual property law pertaining to software.

3.6 I am responsible for routine maintenance of software applications and hardware. I will bring technical issues outside of my control to my instructor's attention. If my instructor deems necessary, I will take appropriate measures to schedule an appointment with SWTC's Help Desk (helpdesk@swtc.edu). I understand that technical support from either my instructor and/or SWTC's Help Desk is not available outside of SWTC's Help Desk hours.

4.0 Lost, Stolen and Damaged Devices

4.1 I agree to take reasonable and prudent care to keep the computer and any accessories secure and safe. I will take reasonable steps to protect the computer from theft or damage and to ensure that I do not lose or misplace my computer.

4.2 I am responsible for the entire replacement cost of a computer, components, or accessories that are lost, stolen, or damaged beyond reasonable repair. Charges will be added to my SWTC account. I must report theft (or suspected theft) or other loss of the computer within 48 hours to SWTC's Help Desk (helpdesk@swtc.edu) and to the police department in the jurisdiction in which the theft or loss is believed to have occurred. Costs are as follows:

- Laptop: \$2,675
 - Power adapter: \$100
 - Case: \$25
- Total investment: \$2800**

4.3 I am also responsible for the full replacement cost of my computer if it is rendered unusable by a user-applied electronic security method. These methods include, but are not limited to, application of passwords, biometric identification or security software.

4.4 If the computer is found to be damaged during inspection by a SWTC technician and can be reasonably repaired (e.g., key that needs replacing, etc.), SWTC may charge me a \$100 fee for the first incident of damage and incrementally escalating \$100 fee for each subsequent incident of damage (\$100 for the first incident, \$200 for second incident, \$300 for third incident etc.). Damage charges will be added to my SWTC account.

5.0 Amendment and Notice

5.1 I agree that SWTC may amend the terms of this agreement (to include cancellation) upon serving me a written Notice of Amendment. Any such notice may be served to me over my SWTC email account. Such Notice of Amendment will be effective ten (10) days from the date on the email.

5.2 SWTC is 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 the computer, including loss of any data. It is my responsibility to see that critical files are backed up regularly.

5.3 This agreement and any amendments or supplements to it will be governed by the laws of the State of Wisconsin.

5.4 If any provision or application of this Agreement is held unlawful or unenforceable, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provisions or application had never been contained herein.

6.0 Penalties and Enforcement

6.1 Any failure to comply with applicable policies or this Agreement may result in a hold being placed upon my course registration privileges and transcript or other appropriate disciplinary actions or sanctions. Any violation may also be subject to legal action and / or prosecution by law enforcement authorities.

6.2 No delay or failure to enforce any provision of this agreement will constitute a waiver or limitation of the college's rights of enforcement under it.

Student Name: _____ Student ID _____

Student SWTC email account: _____

Student Signature: _____ Date: _____