

LAKEVIEW DEVICE USAGE AGREEMENT

Lakeview School District 2482 Mercer Street, Stoneboro, Pa. 16153

1. Term of Agreement.

- a. The student acknowledges that any issued device or accessory is the property of Lakeview School District and will abide by the following terms laid out in this agreement.
- b. The Lakeview School District Acceptable Use Policy 815.2 and 815.3 are hereby incorporated by reference and the student shall adhere to these policies as well as the responsibilities/obligations set forth in this Agreement.
- c. The term of this agreement shall coincide with student's registration within the Lakeview School District.
- d. The student shall return the device, accessories, and all additional items distributed in the same condition as originally delivered with normal wear and tear accepted.
- e. The student must return the devices, accessories and all additional items within fourteen (14) days of the student's withdrawal from the Lakeview School District.
- f. Upon failure to comply with the contract terms regarding return and condition of the equipment, will result in all appropriate legal actions.
 - i. If the materials and equipment are not returned within fourteen (14) days of the student's withdrawal a formal written request will be issued.
 - ii. If the materials and equipment are not returned within five (5) days after a written request, Lakeview School District will proceed to file charges of theft by unlawful disposition with the local authority.

2. Equipment

- a. Lakeview School District will provide the use of equipment and/or accessories in either a new or used condition.
- b. All equipment provided by Lakeview School District will be in working condition upon dispersal. .

3. Damage, Loss, Warranty and Repairs

- a. During the term of this Agreement, Parent and Student shall maintain the device and its accessories in good working condition and assume responsibility for its security. Any damages or loss should be reported immediately to Lakeview.
- b. Liability for Damage.
 - i. Student/Parent shall be responsible to repair or replace the device and accessories as a result of improper or negligent use that results in any damage to the device as determined by Lakeview School District..
 - ii. Student/Parent shall not be held responsible for repairs or replacement of defective equipment as determined by the manufacturer and the Manufacturer's Warranty.
 - iii. Repair and replacement costs are determined by current market price for the device or accessory from the OEM manufacturer, not third party resellers.
 - iv. All repairs will be handled by the Lakeview School District or its authorized affiliates.
 - v. **Do not remove the device from the district issued protective case.** Device damage will be considered intentional if it occurs while out of the protective case.
 - vi. Intentional damage will result in disciplinary action in addition to repair/replacement costs.
- c. Risk of Loss. Parents shall bear all risk of loss and replacement cost for the device and its corresponding accessories during the term of this agreement.
 - i. Students / Parents should immediately notify building administration in case of lost or stolen equipment.
 - ii. The District will not honor any claims for a stolen device unless a report is filed with the appropriate law enforcement agency and a copy provided to Lakeview School District.
 1. This does not eliminate parent responsibility or any costs associated with replacement.
 2. Should a stolen device be recovered, replacement costs paid by the parent/guardian may be returned and charged to the offending party.

Student: By agreeing to the terms of this agreement I am given the privilege to use the device at school and at home. If my parent/guardian does not agree with the terms of this agreement, I will be limited to use of the device at school only.

Student name (print)

Student signature

Date

Parent/Guardian: I have read and understand this agreement and give permission for the school to allow my child to use the Lakeview School District's device under the terms and conditions set forth above.

Parent/Guardian name (print)

Parent/Guardian signature

Date