
Student Name

Student Identification Number

Parent/Guardian Name

For Office Use Only:

Device Make/Model

Device Property Control (PC) Number

Device Serial Number

Agreement End Date

AGREEMENT FOR STUDENT USE OF DEVICE

For the purpose of this Agreement the term “Device” shall refer to the Device described in the upper right corner of this Agreement, along with the wireless internet device for the Student’s use under this agreement. A separate Agreement shall be used for each Device. **NOTE:** This Agreement is not complete until a completed “Equipment Check-Out Agreement”, MIS form number PRO-1-3418 is signed and attached hereto.

This Agreement is made by and between the School Board of Clay County and the student (“Student”) and parent/guardian (“Parent”) named in the upper left corner of this Agreement and takes effect on the date of signature below. SBCC and the Student and Parent agree as follows:

A. Purpose of Agreement. SBCC is pleased to make a Device with high-speed Internet available for the Student’s use in connection with his/her studies at _____. SBCC shall provide Devices for the sole purpose of student educational use. The permission for the Student to use the Device is subject to the terms and conditions of this Agreement which terms and conditions shall be strictly enforced.

B. Student’s Rights and Responsibilities.

1. **Term of Use of the Device.** The Student shall be granted use of the Device while enrolled in good standing as a student at _____, but not later than the Agreement End Date. The use of the Device shall be governed by the SBCC Acceptable Use Policy, as outlined in the Student Code of Conduct on the _____ website.
2. **Return of Device to SBCC.** Student’s right to use the Device shall terminate and Student and Parent must return the Device to SBCC within five days of the occurrence of any of the following events:
 - a. Student’s use of the Device expires as provided in section B.1 above;
 - b. Student ceases to be enrolled on a full time basis in _____ courses;

- c. SBCC provides Student with a five day notice that the Device must be returned; or
 - d. Student fails to perform any of his/her obligations under this Agreement.
- Upon return of the Device to _____, SBCC shall have no liability whatsoever to parent or student for the loss, destruction, or misuse of any information or data existing on the Device. If Device is not returned, SBCC, may exercise options as outlined in Florida State Statutes for non-collection of instructional materials including, but not limited to, suspension of Student from participation in extracurricular activities, satisfaction of the debt by Student through community service activities or appropriate legal action.
3. **Supplies.** Student and Parent shall be responsible for and shall furnish all supplies required in connection with the Device. All supplies, including storage media, shall meet the Device manufacturer's applicable specifications.
 4. **Alterations and Attachments.** Student and Parent shall not make any alterations in or add attachments, hardware, or software to the Device without express written permission from SBCC.
 5. **Delivery and Return.** Student and Parent are responsible for the transportation of the Device, both for delivery to Student and return to SBCC. Delivery and return of Device must be made at the _____ offices.
 6. **Risk of Loss.** Student and Parent agree that from the time the delivery of the Device is accepted and until the Device is returned to SBCC in its original condition, normal wear and tear excepted, Student and Parent shall be jointly and severally responsible for any loss or damage thereto. If the Device is lost, stolen, destroyed, damaged such that the repair costs exceed the value of Device, or in the event of any confiscation, seizure or expropriation by government action, or if the Device is not returned to the SBCC upon the occurrence of events and within the time and manner set forth in this Agreement, then the Student and Parent shall be liable to the SBCC immediately upon demand for the payment of an amount calculated by the SBCC that is equal to the full replacement value of the Device at the time of loss. If part of the Device is damaged but repairable and said repair is not covered by the manufacturer's warranty the Student and Parent shall be liable for the expense of repairing that item. If payment is not received, SBCC, may exercise options as outlined in Florida State Statutes for non-collection of instructional materials including, but not limited to, suspension of Student from participation in extracurricular activities, satisfaction of the debt by Student through community service activities or appropriate legal action.
 7. **Notification of Loss, Damage, or Malfunction.** Student and Parent agree to immediately notify SBCC upon the occurrence of any loss to, damage to, or malfunction of any part of the Device for any reason, and SBCC, at its option, may choose to terminate Student's right to use the Device and any right Student may have to further participate in the student Device program.

8. **Inspection by SBCC.** Upon reasonable notice, Student and Parent shall permit persons designated by SBCC to examine the Device. It will be the responsibility of the Parent to provide transportation of the Device hardware to the designated location within five days of the request.
9. **Authorized Users.** Student and Parent agree that no one other than those persons signing this agreement shall be allowed to use the Device and that the Device shall only be used for those purposes directly related to school assignments and school related research.
10. **Device Availability.** Student and Parent acknowledge and agree that the Device is to be used at home and at school. Failure to have the Device available for use at school when required may result in the restriction, suspension or termination of the permission for the Student to take the Device home.

C. SBCC Rights and Responsibilities

1. **Ownership.** The Device and Internet device are and shall remain SBCC property.
2. **Enforcement of Manufacturer's Warranty.** Upon receipt of a written request from Student and Parent during the term of this Agreement, SBCC shall determine what if any reasonable effort will be taken to enforce any manufacturer's warranty, express or implied, issued on or applicable to the Device and which is enforceable by SBCC in its own name. SBCC shall make reasonable efforts to obtain for Student and Parent all service furnished by the manufacturer in connection therewith; provided, however that, SBCC shall not be obligated to commence or resort to any litigation to enforce any such warranty. If any such warranty is enforceable by Student and/or Parent in either of their own names they shall, upon receipt of a written request from SBCC during the term of this Agreement, take all reasonable action requested by SBCC to enforce said warranty, and Student and/or Parent shall obtain for SBCC all service furnished by the manufacturer in connection therewith. **SBCC SHALL HAVE NO LIABILITY WHATSOEVER FOR THE LOSS, DESTRUCTION OR MISUSE OF ANY INFORMATION, SOFTWARE OR DATA EXISTING ON THE EQUIPMENT. PROTECTION AND BACKUP OF DATA ON AND FOR THE EQUIPMENT IS STUDENT'S SOLE RESPONSIBILITY.**

D. Disclaimer of Warranties and Remedies

1. **Warranty Disclaimer.** Except as otherwise expressly provided herein, SBCC makes no warranties, either express or implied, and shall not, by virtue of having purchased the Device covered by this Agreement, be deemed to have made any representation or warranty as to the merchantability, fitness, design, or condition of, or the quality of the material or workmanship in the Device. SBCC expressly disclaims all warranties not stated herein. SBCC does not warrant that the

functions contained in the Device will meet the Student's requirements or that the operation of the Device will be uninterrupted or error-free.

2. **Warranty Remedies.** In no event shall SBCC be liable to the Student, Parent or any other person for any damages, including any incidental or consequential damages, expenses, lost profits, lost savings, or other damages arising out of the use of or inability to use the Device.

E. ACKNOWLEDGMENT. STUDENT AND PARENT/GUARDIAN ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. STUDENT AND PARENT FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN STUDENT AND PARENT AND SBCC AND THAT IT SUPERSEDES ANY PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN STUDENT AND PARENT AND SBCC RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY ONLY BE MODIFIED IN WRITING.

By signing this document, we, parent/guardian and student, agree that the Device and technology will be used exclusively for educational purposes directly related to the _____ instruction program. Misuse of this Device will result in forfeiture of the Device and possible student disciplinary action. Parent/Guardian acknowledge that is their responsibility to maintain the Device and return the Device undamaged. If the Device is damaged, parents will be held financially responsible for its repair and/or replacement. By signing below, Parent/Guardian accepts responsibility for monitoring my child's access to appropriate content on the Internet and will return any issued Device to _____ undamaged at year-end or when my student's enrollment at _____ ends. I understand that I will be financially responsible for any damage to the equipment issued to my student.

Student Signature

Date

Student Name (printed)

Parent/Guardian Signature

Date

Parent/Guardian (printed)

SDCC Administrator Signature

Date

***NOTE: The School District of Clay County is not responsible for technical support of the hardware, software or Internet connection.**