



## SAINT FRANCIS UNIVERSITY LAPTOP INITIATIVE

### LAPTOP COMPUTER RECEIPT AND AGREEMENT

The undersigned (“Student”) hereby acknowledges delivery and receipt of the computer hardware and software which is listed on Schedule A hereto (the “Computer System”) from Saint Francis University (“University”) as an implement to be used in the accomplishment of tasks inherent in the educational experience provided to the Student by the University.

Student hereby undertakes and makes the following agreement with the University as a condition to possession and use of the Computer System:

1. Student will comply with all rules and regulations made by the University in the use of the Computer System as set forth herein or as subsequently established by the University.
2. The University provides limited coverage for accidental damage. The student will be liable to pay the actual repair cost or a fee of \$250.00 whichever is less. Student assumes full responsibility for the security and protection of the Computer System and for maintenance of the Computer System in good working order and repair, as determined by the University in its sole judgment reasonably exercised. The University reserves the right to have the computer repaired or replaced as may be reasonably necessary in the sole judgment of the University and to assess Student for the costs of repair or replacement. If there are any costs assessed for the repair or replacement of the Computer System, whether such costs are assessed by the University, the manufacturer or any warranty service center, Student shall be responsible to pay, in full, such costs within thirty (30) days of their assessment.
3. If the Computer System shall be lost or stolen, Student shall pay to the University a replacement fee equal to \$500.00. Student will immediately notify the I.T. Services Department at the University of any loss or suspected theft of the Computer System and shall fully cooperate with University in providing accurate information as to the cause thereof. **If a laptop is stolen, the student will be required to file a report with the Saint Francis University Police Department.**
4. University makes no warranties whatsoever in respect of the Computer System, whether expressed or implied, and including any warranty of fitness for use. The only warranties which are applicable to the Computer System are those given by the manufacturer thereof.
5. All modifications or additions made to the Computer System shall be performed by the University. This includes modifications or additions to any internal components or operating system software. This does not include the addition of specific application software or external peripheral devices, such as external keyboard, monitor, printer, etc.

6. Student hereby agrees that it will not sell, contract to sell, lease, encumber, lien, or dispose of the Computer System so long as this Receipt and Agreement is in effect. Unless ownership of the Computer System is transferred to the Student, the Computer System shall at all times be and remain the property of the University or the University's lessor, as the case may be.
8. In the event Student ceases to be a full-time and matriculated student at Saint Francis University, Student shall return the entire Computer System, as defined in Schedule A, to the University in clean, good, working order, whereupon the Receipt and Agreement will terminate. If Student fails to return the entire Computer System, as defined in Schedule A, in clean, good, working order, to the University within fourteen (14) days from the date of status change, Student will be considered in default of this agreement, will be subject to a \$100.00 processing fee and the Student account will be forwarded to legal collection. In the event of legal collection, the student shall pay all court costs associated therewith and, in addition thereto, all reasonable attorney's fees incurred in the collection thereof.
9. At the end of the academic year, the student must be pre-registered for the following Fall Semester in order to maintain possession of the Computer System during the Summer break. Students who have not pre-registered will need to return the Computer System to the I.T. Services Department prior to departing campus at the end of the Spring Semester. Upon returning for the following Fall Semester, the Student will need to obtain their Computer System from the I.T. Services Department.
10. The Student has an option to purchase the Computer System from the University at the time the Student ceases to be a full-time and matriculated student at Saint Francis University. The cost of the Computer System will be based on the then fair market value of the Computer System as determined by the manufacturer.
11. In the event of default of any of the terms and conditions of this Receipt and Agreement by Student, the University shall, in addition to all other legal or equitable rights given to it by law, have the immediate right, without hearing, to seize the Computer System, to make all necessary repairs to the Computer System to place it in good working order (if reasonable to do so in the sole judgment of the University), and to sell the same (if reasonably possible) to any third party at any price which can be obtained. Student shall pay to the University immediately upon demand the costs associated with the seizure of the Computer System and any repairs made to it, together with the difference between the fair market value of a comparable computer system in good working order and the actual sales price (if any) of the Computer System to the third party (or, if no sale can be reasonably made, the entire fair market value of a comparable computer system in good working order).
12. Student will have an option to purchase the Computer System at the end of the agreement period at the fair market value as determined by the vendor. Upon failure by the Student to return the Computer System to the University, the University will pursue the Student as though there was a theft of property. All legal action that is necessary will be used by the University as defined in paragraph 3932 of the Pennsylvania Crimes Code.

13. Any Computer System purchased by a student through an early termination of the lease agreement or at the end of the lease agreement must be delivered to the I.T. Services Department for the removal of all application software licensed to the University.
14. The electronic mail system is the property of Saint Francis University. Accordingly, all messages composed, sent, received, or stored on the electronic mail system are, and will remain, the property of the University. There should be no expectation of privacy or confidentiality for documents and/or messages sent, received or stored on the University-owned network or computer systems.

Students are assigned an e-mail address and have access to the Internet to facilitate their education and communication needs. Any text sent or posted via the Internet contains the user's address and the University identifiers. Sending unapproved materials using the Internet is not permitted, and may potentially harm, embarrass, or subject the University to potential liability. Users are cautioned when opening messages or any attached material, even from a reputable source, because of the possibility of computer virus exposures.

The University reserves the right to troubleshoot hardware and software problems, prevent unauthorized access or misuse, investigate reports of violations of University policies, and local, state or federal laws, and to take appropriate actions if necessary.

15. The University provides access to Network and Internet resources for to support the University's mission toward educating students, to enhance research capabilities and to allow efficient access to education based information. Internet access is provided to allow students to make educationally based related inquiries to Internet-based information services. Any use of the University's computers is subject to monitoring by the University and the University may choose to maintain a log of Internet access and use. All students should be aware that by using the University network he/she agrees that the University may monitor and enforce the policies set forth in this document.

Internet access is purchased by and owned by the University.

16. The University, by its delivery of the Computer System to Student, agrees to be bound by this Receipt and Agreement. The Receipt and Agreement document associated with this contract will be filed by the I.T. Services Department.

## **Schedule A**

### Computer:

Lenovo Laptop Unit

Power adapter and AC power cord

Battery

Additional accessories as provided

### Software:

Windows Operating System

Microsoft Office Productivity Suite

Internet Explorer

Mozilla Firefox

Google Chrome