



230 11th Street NE Watertown, SD 57201

STUDENT LAPTOP LEASE PURCHASE CONTRACT

Student Name:

Program:

Laptop ID Number:

Please read the following pages carefully before signing this document. This is a legally binding contract and must be signed before a laptop computer is assigned to you.

I have read and agree to the Terms and Conditions of the Student Laptop Lease Purchase Contract as stated below. These Terms and Conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements and understandings of the parties. **This agreement begins the day the contract is signed and ends on the day the purchase process is completed. (See Section A, number 4)**

Failure to Comply: If I fail to make all of the required payments when due under this agreement and complete the purchase process outlined by LATI

OR

I do not return the laptop computer by the agreement ending date or upon my termination from LATI, I acknowledge and agree that:

- I must pay the replacement cost of the computer
- I am subject to criminal prosecution or civil liability
- I am subject to a \$25 per day late penalty
- I must return the computer and assorted peripherals to the LATI Help Desk in the same condition as on the agreement beginning date, reasonable wear and tear accepted.
- I will be charged a fee based on actual repair costs for any needed repairs caused by damage, abuse, or misuse.
- Failure to return the computer or complete the purchase process will result in a theft report being filed with the Watertown Police Department.
- I also understand that it is my responsibility to give written notice to LATI Student Services of any address or phone number changes.

Payment amount will be the total amount of purchase price divided by the number of semester(s) remaining in the program at the time of contract signing. Payment will be due at the beginning of each semester.

Lessee understands that failure to return the property after notice of termination constitutes theft pursuant to SDCL 22-30A-13. Lessee advises Lessor that Lessee's address stated below is the correct address to which notice of termination should be given under the said statute, unless Lessee gives Lessor notice in writing at Lessor's address stated on page one of this document of a change in Lessee's address.

Serial Number:

Model Number:

Responsible Party's Name:

Purchase Price:

Address

City:

State:

Zip:

Phone Number:

Drivers License State/Number:

The primary purpose of Lake Area Technical Institute's (LATI's) provision of access to laptop computers, network resources, and computer support services is to facilitate education and research consistent with the educational objectives of LATI. The privilege of using the computing resources provided by LATI is not transferable or extendible by students to people or groups outside LATI and terminates when a student is no longer enrolled at LATI.

A. LAPTOP – LATI will provide a laptop computer to you under the following terms and conditions:

1. Upon making the final payment, or any prepayment in full, and completing a check-out process outlined by LATI. LATI will provide the student with a Bill of Sale transferring the notebook computer to the student and the student shall own the computer.
2. Upon departure from LATI, whether by temporary or permanent discontinuance of schooling, transfer or graduation, a student is required to bring the notebook computer to the LATI Help Desk to:
 - a. Return the unit
 - OR
 - b. Complete the purchase process by:
 - i. having LATI licensed software removed from the computer
 - ii. receiving a Bill of Sale if the student has completed purchase of the computer
 - iii. obtaining the proper license documentation and CD's if the student graduates (additional software may be purchased from the Bookstore at educational pricing)
3. Students may add items to the notebook computers at their own expense (i.e. additional software, memory, etc.)
4. During the term of this contract, and until all outstanding payments for the computer are paid in full, the notebook computer is and remains the sole property of LATI. Students who leave LATI without making all of the required payments hereunder must return the notebook computer immediately to the LATI Help Desk in the same condition as it was received on the agreement beginning date, reasonable wear and tear accepted. (There will be no refund of any computer payments, except under LATI's standard terms and conditions of refunds of student fees.)
5. Warranty coverage will be extended to the student for the term of the contract and provided by LATI under the terms and conditions of the manufacturers warranty; however, this warranty does not cover:
 - a. Abuse/misuse of the computer
 - b. Lost or stolen computers

Note: Manufacturers' warranties only cover laptop batteries for a period of one (1) year.

B. Computer Resources Use – All users of LATI’s data processing capabilities are required to comply with the following:

1. Files, user ID’s, passwords, and computer output belonging to an individual or to LATI are considered to be personal property. Users shall not examine, change, or use another person’s or Institutional files, output, or usernames for which they do not have explicit authorization.
2. Users shall not deliberately attempt to degrade system performance or capability. Knowledge of systems or special passwords shall not be used to damage a system or file, or to change or remove information without authorization.
3. Users shall not use the system for any illegal purpose or to enter or send any material that is obscene, pornographic, or defamatory, or material that is intended to annoy, harass, or alarm another person.
4. All users shall use software only in accordance with applicable license agreements. Users shall not make unauthorized copies of any software under any circumstances. Duplication of licensed software for any purpose except for backup and archival purposes or when otherwise specifically authorized is prohibited. Users shall not give or transfer software to anyone except other authorized users of the LATI system unless they are specifically authorized to do so. All software must be lawfully purchased or acquired.
5. Use of computer systems and databases shall be limited to the purpose(s) for which access is granted. Unless such use is specifically granted, use of LATI’s system or databases for political purposes, or for personal, or private use for profit, is prohibited.
6. Students should review the *Computer Hardware and Software Use Policy* in the Student Handbook for more details. Students are authorized to use notebook computers and network services for incidental personal use, provided such use does not interfere with the educational objectives of LATI or overload network resources, thereby denying it to others.
7. The existing rules governing bulletin boards and distribution of information (see Student Handbook) apply to e-mail and network broadcasts. Students or recognized student organizations may request permission to send e-mail messages to groups of faculty, staff, and/or students by contacting the LATI Help Desk. Unauthorized e-mail sent to large groups of users is a violation of this contract.
8. Repeated minor infractions of the above policies or violations of a serious nature may result in the temporary or permanent loss of network access and/or notebook computer use. More serious violations that may result in permanent loss of network access and/or notebook computer use include, but are not limited to extending computing resources to unauthorized users, attempts to steal passwords or data, unauthorized use or copying of licensed software, unauthorized attachment of personal computers to the LATI network, unauthorized use of another’s account, or overloading network resources thereby denying it to others. No payments made for the notebook computer will be refunded if network access and/or notebook computer use is denied due to violations or infractions of any LATI computer use policies, whether or not such infractions are mentioned in this agreement.
9. Users do not own accounts on the LATI network, but are granted the privilege of exclusive use. Under the Electronic Communications Privacy Act of 1986 (Title 18 U.S.C. Section 2510 et.seq.), users are entitled to privacy regarding information contained on these accounts. This act, however, allows system administrators or other campus employees to access user files in the normal course of their employment when necessary to protect the integrity of computer systems or the rights or property of the institution. For example, system administrators may examine or make copies of files that are suspected of misuse or that have been corrupted or damaged. User files may be subject to search by law enforcement agencies under court order if such files contain information that may be used as evidence in a court of law. In addition, student files on LATI computer systems are considered “educational records” under the Family Educational Rights and Privacy Act of 1974 (Title 20 U.S.C. Section 1232 (g)).

C. Refund Policy – Student’s who quit or transfer to another program at LATI, will be allowed a refund (depending on the condition of the computer) based on the following schedule:

Beginning of semester to Midpoint: 50% of the required semester payment

Midpoint to one month remaining in semester: 25% of the required semester payment

One month remaining to the end of semester: \$0

Signature:

Date:

If user is under the age of 18, a parent or guardian must read and sign this agreement. As the parent or guardian, I have read and agree to the Terms and Conditions of the above LATI Agreement. I understand that I may be held legally responsible for the terms, including the financial obligations, as indicated in this agreement. I hereby give my permission for my son or daughter to utilize the LATI network/computing resources. Further, I accept full responsibility for supervision of my son or daughter when the use of the computer is not in a school setting. I will not hold LATI responsible for material acquired or problems to the use of the network.

Name of Parent or Guardian (Please Print):

Signature:

Date: