

NIAGARA COLLEGE OF APPLIED ARTS & TECHNOLOGY

300 Woodlawn Road
Welland, ON L3C 7L3

LAPTOP COMPUTER AGREEMENT & SUPPLEMENTARY GUIDELINES

This COMPUTER AGREEMENT (this "Agreement") is made effective as of

_____ between
Month Day, Year

NIAGARA COLLEGE OF APPLIED ARTS AND TECHNOLOGY of Welland, Ontario (referred to herein as "the college", "we", or similar words), and the student named below (and, if such student is under 18, to the student and parent or guardian named below) (referred to as "the student", "you", or similar words).

_____ Full Name _____ Email Address _____ Student ID #

_____ Students' address (Street, City, Province, Postal Code) _____ Phone number

_____ (Contact person or If under 18 - Parent/Guardian name is also required) _____ Relationship to student _____ Phone number

The college shall provide to the student the "Computer" described below for the "Term" and "Fee" described below and on the other terms and conditions set out below and on the following pages and any attachment(s). The property referred to is:

One (1) _____ Laptop Computer, Model _____
Vendor/Make

Vendor Service Tag # _____ Niagara College tag # _____

This agreement is effective from the date of receipt of the Computer, on or around the first week of classes, through to and including the Students graduation or the date of student's withdrawal from the College whichever is earlier.

One payment in full of the laptop fee (each school year, includes all applicable taxes) is payable at the time of signing this agreement.

IMPORTANT: By signing this agreement and initialing all of the pages, you are agreeing to the terms and conditions of this full agreement; please read all of the pages carefully and ask us about anything you do not understand.

Initial this box to acknowledge that you have read this page:

- 1 **AGREEMENT:** This Agreement applies to the Computer, which includes all equipment, included software, accessories, additional software, and/or peripherals.
- 2 **DEFICIENT PAYMENT:** Payment in full of the fee - by cash, money order, certified cheque, credit card (VISA, Mastercard, AMEX), or OSAP promissory note - must be made upon signing this Agreement and before the Computer is delivered to you. OSAP recipients who paid using the promissory note have until the deadline stated on the promissory note. If payment is not received by the cashier's office by this date, we may immediately terminate this Agreement by giving you notice and you must return the Computer to the Information Technology Services Division immediately.
- 3 **RESPONSIBLE PARENT / GUARDIAN:** If you are the parent or guardian named above, you are responsible for the Fee and all other amounts payable under this Agreement, and for compliance with the terms of this Agreement, jointly and equally with the student named above, and whether or not this Agreement is legally enforceable against the student.
- 4 **RECEIPT OF EQUIPMENT:** You can pick up the Computer at the Information Technology Services Division, or at the designated location and time. You will need to show a receipt for payment. You should inspect the Computer and sign the Computer Receipt Form. You must notify us, at delivery time, of any damage to, non-conformance of, or discrepancies with the Computer. If you fail to provide such notice before accepting delivery, you will be conclusively presumed to have accepted the Computer in good working order.
- 5 **RETURN OF EQUIPMENT:** Upon expiry of the Term of this agreement, you must return the Computer to the Information Technology Services Division immediately, in good condition, subject only to normal wear and tear. Upon return of the Equipment, you will be responsible for payment to the College of any amounts found reasonably necessary to restore and/or replace the Equipment to acceptable condition or to compensate the College for any damages to the Equipment.
- 6 **SOFTWARE:** We will deliver the Computer with certain programs installed (e.g. Windows, Virus utility, Internet tools) and you/we may install other programs from our system for use as instructed, and in accordance with our computer policy. This "Included Software" is provided to you on the basis that you are licensed to use such Programs while you are a student of the College and are receiving the Computer from us. You must comply with any software license requirements applicable to this or any other software we provide for use with the Computer. You alone are responsible for registration or license fees for any other software used in connection with this Computer.
- 7 **USE:** The Computer may only be used by the student named on page 1 of this agreement. It may only be used and operated in a careful and proper manner, and in accordance with the College's Acceptable Use Policy and Guidelines, which will be published and updated from time to time and are available on our website at <http://www.niagaracollege.ca/content/CollegeDisclaimer.aspx>
- 8 **PROHIBITED USE:** You must not rent or lease the Computer or lend it to anyone, even for short periods, and whether or not you get paid. You must not use the Computer to operate a business. You must not tamper with the physical or electronic label that identifies the Computer as our property. You must not make modifications to the Computer or otherwise tamper with any hardware component of the Computer.
- 9 **INDEMNITY:** You must compensate us fully for any loss we suffer because of any use of the Computer contrary to anything in this Agreement or any federal, provincial or local law of any kind; and any claim made against us by any other person as a result of your use of the Computer, including (but not just) any claim arising out of your use of any program other than the Included Software or your use of Included Software contrary to the terms of the licenses for such Included Software.

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10 MAINTENANCE:

- a) You must maintain the Computer in good repair and reasonable condition satisfactory to us, as a prudent owner would. You alone are fully responsible for the care, maintenance, servicing, and security of the Computer, which will keep it in good condition, and in good working order.
- b) If this Agreement ends, for any reason, unless the Computer has been lost, stolen or damaged (see below), you must return it to us in the same state and condition as when you got it, except for reasonable wear and tear.
- c) You alone are responsible for the cost of all repairs to the Computer not covered by the manufacturer's warranty, including (but not just) repairs that are needed because of neglect, improper care, failure to maintain the Computer, installation of software we have not provided, negligence, operation in breach of this Agreement, or any accident. These costs shall include labour, material, parts, and similar items.
- d) Our Information Technology Services Division will handle repairs; you must return the Computer to the Information Technology Services Division for maintenance.

11 COSTS:

- a) You must pay for all supplies, fees and taxes, and all penalties for violating any provision of any applicable license, contract or intellectual property right or any federal, provincial, or local law of any kind.
- b) You must pay all costs and expenses we incur to collect any amounts due under this Agreement.
- c) At the termination of this Agreement, you will be responsible for any costs incurred to restore the Computer to acceptable condition.

12 LOSS, THEFT OR TOTAL DAMAGE: If the Computer is lost, stolen, or damaged:

- a) You must report the loss, theft or damage to us immediately, provide whatever information is needed, fill out whatever forms (including reports) are needed and cooperate on any claims by giving statements and information (including filing police reports) and by attending as a witness when required by us or our lawyers.
- b) If the case of loss, theft, or damage is so severe that it is not economical to repair the Computer, you must pay us the Deductible.

13 TITLE:

- a) Title, ownership, and all right or property in and to and registration of the Computer shall at all times remain vested in us, and you agree not to do or perform any act prejudicial thereto.
- b) This Agreement and the Computer are subject to any rights and interests in the Computer under any contract we may have with any supplier or finance company.
- c) You must immediately advise us of any notice of any claim, levy, lien, or legal process issued against the Computer.
- d) We have the right to inspect the Computer during normal academic hours, with reasonable notice to you.

14 WARRANTY: The College makes no warranties, express or implied, as to the Equipment covered under this Agreement. The student assumes the responsibility for the condition of the Equipment.

Initial this box to acknowledge that you have read this page:	<input type="checkbox"/>
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15 LIMITATIONS OF LIABILITY:

- a) We are not liable or accountable to you for any loss, injury, disability, death, damage, claim, demand, liability, cost or expense of any nature or kind (including indirect special or consequential damages), arising directly or indirectly out of your possession, use, control, handling, transporting, or operation of the Computer, including (but not just) those resulting from any inadequacy of the Computer for any purpose, or the results obtained, or any defect in it, or from mechanical failures of the Computer or from interruption of Information Technology use while such failures are being remedied or while other repairs and/or maintenance are being performed, no matter what the reason.
- b) We do not have to carry out any of the terms of this Agreement if prevented from doing so by Acts or God, or any other circumstances beyond our control, and we are not liable for any loss or damage you sustain as a result.

16 DEFAULT AND TERMINATION

- a) We can cancel this Agreement without notice if:
 - i) You do not pay the amount payable under this Agreement when due (and if payment is more than seven (7) days late, you must return the Computer to us without notice or demand);
 - ii) You breach any of the terms, covenants or conditions of this Agreement;
 - iii) There is any unreasonable or abusive use of the Computer;
 - iv) The Computer is confiscated or seized by any duly constituted authority;
 - v) You make an assignment for the benefit of your creditors or a proposal under the Bankruptcy and Insolvency Act;
 - vi) Proceedings in bankruptcy, receivership or insolvency are instituted against you, or any levy of execution or attachment is made on your goods, or a tax lien is filed against your property.
- b) Upon default, cancellation or expiry of this Agreement, we can take possession of the Computer anytime without notice, and it must be returned to Niagara College immediately. You hereby irrevocably appoint us and any of our officers or bailiffs as your attorney to execute any documents, which may be necessary for the purpose of regaining possession of the Computer or entering upon any premises. You must pay the cost of recovery, repossession, transportation, storage, repair, related costs, and other reasonable charges.
- c) In the event that you withdraw or are dismissed from the College for any reason, this Agreement shall immediately terminate and you must return the Computer to us in good operating order and in good condition as specified in this agreement. You are not entitled to any refund under this agreement. The College will examine the conditions of withdrawal, and may, at its own discretion, determine if any refund will occur and in what amount.

17 ASSIGNMENT:

- a) This Agreement is personal to you and you cannot under any circumstances transfer or assign it without our written consent.
- b) We may assign this Agreement, and if we do, whomever we assign to will succeed to all of our rights under it.
- c) Subject to the prohibition against unauthorized assignment in (a) above, this Agreement binds you and us and your and our respective heirs, executors, administrators, personal representatives, successors and assigns.

18 LAW: This Agreement is to be governed by and interpreted in accordance with the laws of the province of Ontario and the Courts of Ontario have jurisdiction over legal proceedings in respect of this Agreement.

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19 **NOTICES:** Notices under this Agreement must be in writing, and delivered: if to us, to the address shown for us on page 1 or whatever other address we notify to you from time to time, Attention: Director, Information Technology Services; or if to you, to the "Student's Address" shown on page 1.

20 **SEVERABILITY:** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21 **GENERAL:**

- a) We are entitled to insist that all deadlines in this Agreement be strictly met.
- b) If we do not strictly enforce any provision of this Agreement, that does not mean we have waived it or any other term of this agreement, nor does it excuse you from performing it in the future.
- c) This Agreement together with any attachment(s) and the Computer Receipt Form is the entire agreement between you and us; any changes to it must be in writing and signed by you and us.
- d) By signing this Agreement you acknowledge that you have read and understood it.**

THIS AGREEMENT IS SIGNED BY:

NIAGARA COLLEGE OF
APPLIED ARTS AND TECHNOLOGY

Signature of Student

Signature

(If under 18) Signature of parent/guardian

Title

Initial this box to acknowledge that you have read this page:

STUDENT LAPTOP LEASE PROGRAM SUPPLEMENTARY GUIDELINES

These guidelines are provided to assist in your understanding of the Laptop Lease Program offered by Niagara College. They supplement, but in no way replace, the Lease Agreement proper.

Refunds:

Students withdrawing no later than the 10th day of classes in the current term will receive a refund of their laptop fees less \$100.00, and a full refund of any laptop fees paid in advance for subsequent terms. Students withdrawing after the 10th day of classes in the current term may apply for a refund for subsequent months that have been paid in advance. In all cases, the laptops must be returned in the same condition that it was when leased. Refund amounts will be reduced by the cost estimated to repair damages at the total discretion of Niagara College.

Withdrawals/Returns:

If a student withdraws from the College, they must, within two class days, deliver the leased laptop to a representative of the Information Technology Services Division (call ext. 7642 to arrange a meeting, or come to Room L30 or L33 at the Welland Campus).

Total Payments:

Each year, students will be advised of the full cost price of the laptop, as established by the college. At lease renewal times it is the responsibility of the student to retain receipts. The College will not provide past payment history information.

Laptop Lease Structure/Co-op Terms/Summer Holidays:

Niagara College provides the Laptop Lease Program to all students enrolled in a college mandatory laptop program.

At the beginning of each academic year, the student's laptop lease amount is assessed based on their curriculum. The assessed fee amount is for the entire academic year and must be paid in full. No deferral may be made to later terms. Following payment, students are provided a laptop with all software required for their academic curriculum, installed and configured. Niagara College currently maintains all costs associated with the software licensing and maintains all licensing with vendors.

"Laptop Pickup" days are scheduled and held during the week immediately prior and/or the first week of classes. It is critical that you attend the appropriate session for your program/year. Laptops are required on your first day of class. Without a laptop, your ability to meet the academic requirements may be impacted.

"Laptop Return" days are scheduled and held over the last few days at the end of the academic year, following the final exam. Programs with coop terms have return days scheduled appropriately at the end of their academic term, and laptops can be returned prior to students leaving to begin their coop term.

Complete information and documents needed for your laptop lease are on our website:

<http://computing.niagaracollege.ca/student/laptop/>

We can be contacted via email: laptopprogram@niagaracollege.ca

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Thefts

In the event of a laptop theft, the student, at the first opportunity should contact the Niagara College security office at their respective campus. The numbers for the offices are as follows:

- Welland Campus ext 6666
- Glendale Campus ext 4444
- Maid of the Mist Campus ext 3616

The student should also contact the Police (and fill out a Police report), their insurance company and the Help Desk at ext 7642.

The Laptop Lease Agreement indicates that students are solely responsible for the full replacement value of the laptop. The College reinforces this verbally at lease signing, within the laptop manual, and on the laptop website, and recommends that the student purchase an insurance policy for their laptop. Replacement laptops will be assigned when the college has received verification that insurance coverage / cost recovery will take place.

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THIS AGREEMENT IS SIGNED BY: NIAGARA COLLEGE OF APPLIED ARTS AND TECHNOLOGY

Signature of Student

Signature

(If under 18) Signature of parent/guardian

Title

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