

Brother Rice High School Student iPad Agreement

This Student iPad Use Agreement ("Agreement") is made between Brother Rice High School ("School") and the undersigned student and the student's parent(s) or guardian(s) (collectively referred to in this document as "Student").

Equipment Subject to Agreement

The Equipment subject to this Agreement ("Equipment") includes:

- One (1) Apple iPad Air 2 or newer model as becomes available
- One (1) Apple iPad USB Power Adapter
- One (1) Apple Lightning to USB Cable
- One (1) STM Dux Case (must be used at all times)

The originally assigned Equipment may be replaced with similar or newer models at the School's discretion. Any replacement Equipment is also subject to this agreement.

Ownership

The School shall be deemed to have retained title to the Equipment at all times. The Student shall hold no security or ownership interest in the Equipment, licenses to the installed software included with the Equipment or the license to any other software that the School may from time to time install on the Equipment used by the Student. The Student shall not attempt to sublease, rent, sell, donate, give away, or lend the Equipment in any way.

Terms of Use

The term of this Agreement is effective from the date Equipment is assigned to the Student to the date that is two (2) business days past the Student's last scheduled final exam during the Student's last semester of enrollment. The Student shall return all Equipment itemized above in good operating condition to the Technology Department of the School. Permission to keep Equipment beyond the specified return date may only be granted, in writing, by the Director of the Technology Department of the School. Equipment return date extensions cannot be granted by any other department or chairperson. The Student further agrees to immediately return Equipment upon departure from School, whether by withdrawal, dismissal, involuntary withdrawal, or other occurrence. The School may require the Student to return the Equipment at any time and for any reason, including to be replaced with similar or newer Equipment.

Use of Equipment

The primary use of Equipment by the Student is for the Student's educational programs. The Student may use the Equipment for other purposes only to the extent that such uses do not interfere with these primary uses. Use of Equipment by the Student shall abide by the Student Parent Handbook ("Handbook"). *Violations of the Handbook or any other actions by the Student which require*

reconfigurations and/or repair by the Technology Department of the School will incur a fee for each occurrence. The current fee schedule is listed in the Handbook and is subject to change.

Equipment Use and Storage at School

The Equipment must be on the School's premises during each of the Student's normal school days. The School shall not be responsible for providing the Student access to electrical power for the purposes of charging the Equipment. During the School's normal business hours or after school, when the Student is not in the immediate presence of the Equipment, the Equipment must be secured in an approved location as defined in the Handbook.

Care of Equipment

The Equipment may only be used in a careful and proper manner. The Student shall keep the Equipment in good operating condition and appearance, and protect the same from deterioration, other than ordinary wear and tear. The Student shall not remove or mask any identification or label placed on the Equipment by the School. The Student shall immediately notify the Technology Department of the School if the Equipment is not in good operating condition or is in need of repair. The School maintains a warranty contract covering the Equipment. The Student shall be financially responsible for repairs arising from Student's negligence. No personal stickers or writing is allowed on the Equipment. **Student iPads must always be kept in the provided case.** Loss or compromised integrity of the case shall result in the Student being assessed for a replacement case as outlined in the Handbook.

Compliance with Software Licenses

The Student shall not make copies of software licensed to the school. The Student is responsible for compliance with the license terms of any licensed software or materials, and the Student agrees to indemnify and hold the School harmless for any violations of such license terms.

Back-up Requirements

The Student may store documents or other files on the Equipment, and the Student is responsible for making back-up copies of such documents or other files. In the event of loss of documents or other files, the School's responsibility is limited to reloading the School's standard software on the Equipment.

Right of Inspection

The School reserves the right to inspect the Equipment at any time during School hours. The Student shall make the Equipment available to the School's Administration or Technology Department as necessary for purposes of inspection, maintenance, repair, upgrading, and/or software installation during the School's normal business hours.

Warranty

The School warrants that the Equipment when delivered will be in good working order. The Student shall immediately notify the School of any defects with the Equipment and otherwise assumes responsibility for

the condition of the Equipment. The School is not responsible for any damage or defect that does not fall within the scope of the manufacturer's warranty. In the event temporary or permanent replacement Equipment is required, the terms and conditions of this Agreement shall extend to cover the replacement Equipment.

Loss

The Student assumes all risks of loss of the Equipment and agrees to return it to the School in the condition received from the School, with the exception of ordinary wear and tear. Third party insurance offered to the Student by the School or any additional insurance obtained by the Student is optional but recommended to cover any damage or loss that is outside of the manufacturer's warranty or the School maintained warranty contract.

Indemnity of School for Damage or Loss

If the Equipment is damaged or lost or for any other reason not covered by warranty or insurance policy, the Student shall cover the costs to repair the equipment to a state of good working order or to reimburse the School for the replacement cost of such Equipment. The School shall make a good faith effort to assist the Student in recovering lost Equipment, but the School shall have no responsibility for damage or loss occurring on or from school grounds.

Entire Agreement and Modification

This Agreement constitutes the entire agreement between the parties. The School reserves the right to amend the Agreement at any time and any such amendments will be communicated in writing by the School.

Governing Law

This Agreement shall be construed in accordance with the laws of the State of Michigan. As a condition precedent to any litigation, the parties are obligated to mediate with a Circuit Court certified mediator in Oakland County, Michigan.

Severability

If any portion of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining portions 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 provisions, it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.