

**Northwest Missouri State University**  
**STUDENT NOTEBOOK COMPUTER AGREEMENT**  
**Effective: August 1, 2008**

This Agreement is made between Northwest Missouri State University (Northwest) and the Student (Student) designated below.

**RECITALS**

The purpose of this Agreement is to provide a technology package that includes the temporary use of a Notebook Computer, technical support, and the use of Northwest licensed software to all students enrolled at Northwest. Fulltime enrollment for this agreement is 12 undergraduate credit hours or 9 graduate credit hours for fall and spring trimesters, 6 credit hours for summer session.

**TERMS**

In consideration of the mutual covenants and conditions contained in this Agreement, Northwest and Student agree as follows:

**1.0 Description of Equipment**

Northwest agrees to provide Student with a fully configured computer as defined on the Northwest Notebook Computer Program Website (see <http://www.nwmissouri.edu/COMPSEV/CampusNotebooks/Notebooks.htm>)

**2.0 Term**

August 1, 2008 through September 30, 2011.

**3.0 Consideration**

- 3.1 Student must be enrolled as a student at Northwest. Students will receive a notebook computer without a trimester fee. Notebooks are different models for fulltime and parttime students, change in credit hours may change model of notebook issued to student.
- 3.2 If a student is not enrolled as a summer session student the student can retain a notebook computer over the summer and will be charged a \$50 summer fee provided the student has pre-enrolled for the following fall trimester. If you do not want to be charged the \$50 summer fee, the notebook must be returned within 5 days of the spring trimester end.
- 3.3 Student must return the Notebook Computer by September 30, 2011 or within five (5) business days of the cancellation of enrollment as a Northwest student whichever shall occur first.
- 3.4 In the event that Student fails to return the notebook in the manner described above, Northwest, at its discretion, reserves the right to charge Student the full replacement cost of the Notebook and all components and any accrued semester fees. Late fees of \$20 per day will be charged until the notebook is returned.
- 3.5 In the event a student changes from fulltime enrollment to part-time enrollment the notebook computer models must be exchanged within 5 business days from enrollment status change.

*NOTICE: The University may seek criminal charges for conversion of state property.*

**4.0 Notebook Computer Use and Alterations**

- 4.1 Student agrees not to remove, dismantle, or open the Notebook computer case.
- 4.2 Student agrees to use the Notebook computer in a careful and lawful manner and shall not make any alterations, additions, or improvements, including the removal of any labels, to either the Notebook computer or its case, without prior written consent of Northwest Client Computing. Prohibited alterations include, but are not limited to, additional memory and larger harddrive. Should additions and/or improvements be made to the Notebook, such amenities will become the property of Northwest.
- 4.3 Should Northwest elect to remove any additions, alterations, or improvements, made by Student to the Notebook computer, Northwest reserves the right to charge the Student a fee for the cost of restoring the Notebook to its original configuration and condition.
- 4.4 Northwest is not responsible for maintenance of or providing technical assistance for any applications or hardware not listed on the official Northwest Notebook Computer Program Web site.

**5.0 Loss and Damage**

- 5.1 Student shall take reasonable and prudent care to maintain the Notebook Computer and assorted components in a safe and secure manner. Student shall bear the risk of loss for a lost, stolen, or damaged Notebook Computer and components from the date the Student receives delivery of the Notebook until the return of the Notebook to Northwest as set forth in Section 5.2, Subs. 5.2.1 and 5.2.2 herein.
- 5.2 Student agrees to report all incidents of vandalism to, and theft of, the Notebook Computer immediately to Northwest Campus Security and local law enforcement. Student agrees to cooperate fully with Northwest Client Services, Northwest Campus Security, and the appropriate local law enforcement agency in completing all necessary reports.
  - 5.2.1 Student shall pay Northwest for the repair and/or replacement cost, not to exceed one hundred dollars (\$100, \$50 LCD screen and \$50 system board), for damaged Notebook Computers and components.
  - 5.2.2 Student shall reimburse Northwest for the entire replacement cost, not to exceed one thousand five hundred dollars (\$1500) for lost Notebook Computer and components.
  - 5.2.3 Student shall pay Northwest not to exceed seven hundred fifty dollars (\$750) per stolen Notebook Computer upon Northwest's receipt of a copy of an official police report. Failure to provide an official

police report could result in Student being charged the full replacement cost (\$1500) of the Notebook Computer and components.

5.2.4 All fees will be assessed through the Bursar's Office.

**6.0 Assignment and Compliance with Applicable Law and Policy**

- 6.1 This Agreement and the covenants contained herein are neither assignable nor transferable.
- 6.2 Student agrees to comply with and adhere to Northwest's regulations and policies governing the use of computing services and components. (See <http://www.nwmissouri.edu/COMPSEV/clientcomputing/ComputingPolicies.html>)
- 6.3 Student agrees to comply with State and Federal laws and regulations including, but not limited to, laws of libel, data privacy, copyright, trademark, gambling, obscenity, and child pornography; the Federal Electronic Communications Privacy Act and the Computer Fraud and Abuse Action, which prohibit "hacking" and similar activities; and State computer crime statutes.

**7.0 Indemnity**

- 7.1 Student is responsible for his/her personal use of Northwest information technology systems and the liability resulting therefrom.
- 7.2 Northwest is not responsible for injuries, damages, penalties, or losses, including legal costs and expenses incurred by the Student or other person(s) due to installation of software, transporting the Notebook, or any other use of equipment described herein.
- 7.3 Student shall indemnify Northwest for any injuries, damages, or losses caused by the intentional or negligent act(s) of Student. The obligation of indemnification to Northwest survives the term of this Agreement.

**8.0 Insurance**

- 8.1 Student is encouraged to have a homeowners' insurance policy or a special insurance policy (see <http://www.nwmissouri.edu/COMPSEV/CampusNotebooks/Notebooks.htm>) to cover payments due to Northwest in case of loss or theft of Notebook.
- 8.2 Northwest does not make any warranties, expressed or implied, regarding the security of data, loss of notebook, or any other related matter during the term of this Agreement.

**9.0 Notebook Ownership**

Notebook, components, and peripherals shall remain the property of Northwest. Student has no title or property interest in Notebook, components, and peripherals except as provided for in this Agreement. **NOTICE: There is no Notebook buy-out provision.**

**10.0 Amendment and Notice**

Northwest reserves the right to amend the terms of this Agreement upon serving Student a written Notice of Amendment. Notice shall be made by emailing Student at Student's Northwest e-mail account or by U. S. Mail to his/her local or permanent address provided by Student to the Northwest Registrar's office. Student is responsible for maintaining current permanent and local addresses with the Northwest Registrar's office. Notice of Amendment shall be effective thirty (30) days from the date of the emailed or mailed notice. Northwest reserves the right to correct clerical errors to any Amendment(s) without notice to Student.

**11.0 Miscellaneous**

- 11.1 **Severability:** If any provision of this Agreement is deemed void, invalid, unenforceable, or illegal, by a court of competent jurisdiction, this Agreement will be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions will not be affected thereby.
- 11.2 **Entire Agreement Modification:** This Agreement contains all the terms between the parties and may be amended only in writing as provided for in Paragraph 10.0 above.
- 11.3 **Jurisdiction and Venue:** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Missouri. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in State or Federal court with competent Jurisdiction in Nodaway County, Missouri.
- 11.4 **Non Waiver:** No delay or failure to enforce any provision of this Agreement will constitute a waiver or limitation or rights enforceable under this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_\_.  
(Today's Date)

**STUDENT**

\_\_\_\_\_  
(Student ID number)

\_\_\_\_\_  
(Print student's name)

By: \_\_\_\_\_  
(Student over 18 or Parent/Guardian)