

STUDENT / PARENT TECHNOLOGY / EQUIPMENT LOAN AGREEMENT

Smith Vocational and Agricultural High School

Northampton, MA 01060

Student Name: _____

Student Year of Graduation: _____ **School Year:** _____

Equipment Loaned: _____ **Asset Tag:** _____

Equipment Loaned: _____ **Asset Tag:** _____

Notes: _____

I have fully reviewed and understand the Smith Vocational and Agricultural High School TECHNOLOGY / EQUIPMENT LOAN AGREEMENT, and therefore agree to comply with the terms of the agreement for the equipment listed above:

(Parent Signature)

(Student Signature)

(Print Name)

(Print Name)

(Date)

(Date)

Administrator / Designee:

Date:

This Technology Equipment Loan Agreement (“Agreement”) is between _____, (“User”) and the Smith Vocational and Agricultural High School (SVAHS or “Owner”), and is subject to the terms and conditions below.

I. TERMS AND CONDITIONS

1. **TITLE.** The Smith Vocational and Agricultural High School (“Owner” or “SVAHS”) holds the rights to possess and transfer custody of the equipment during the Term of this Agreement to a student of the SVAHS or the above-identified User.
2. **CUSTODY.** The above-identified User is a licensee with rights to utilize the SVAHS’s equipment during the term of this Agreement, contingent upon all other terms and conditions stated herein.
3. **TERM.** The term of this Agreement shall begin **on the date the agreement is signed**, and shall expire on the last school day, unless otherwise noted.
4. **GENERAL CONDITIONS FOR USE.**
 - a. Please refer to the district’s Technology Responsible Use Policy, available <https://smithtec.formstack.com/forms/aup>.
5. **GUIDELINES FOR PROPER CARE.**
 - a. Do not eat or drink while using the equipment;
 - b. Do not drop the equipment or allow it to fall;
 - c. Unplug the equipment during electrical storms;
 - d. Give care appropriate for any electrical device;
 - e. Do not attempt to repair damaged or malfunctioning equipment;
 - f. Do not attempt to upgrade the equipment or software;
 - g. Do not leave equipment unattended or in any unlocked home, office, classroom or car, etc.;
 - h. Do not leave equipment susceptible to extreme heat or coldness;
 - i. Do not clean with Windex.
6. **CONFORMANCE WITH DISTRICT POLICIES.** The User must comply with all provisions of the SVAHS Technology Responsible Use Policy.
7. **PRIVACY.** The User has no right of privacy as to any information or files maintained in or on the SVAHS's property or transmitted or stored on SVAHS's equipment.

8. **MODIFICATIONS AND UPGRADES.** The equipment cannot be modified or upgraded by the User without the express written consent of the SVAHS Technology Department.
9. **MAINTENANCE AND REPAIR.** The User shall keep the equipment and all software in good working order and condition. If repairs are necessary, the equipment shall be repaired by the SVAHS Technology Department.
10. **STOLEN, MISSING or DAMAGED EQUIPMENT.** The User is responsible for any damage or loss that is preventable. Any equipment that is discovered to be stolen, missing or damaged must be reported IMMEDIATELY. If the theft, loss or damage occurred off SVAHS property, then the report must be made to the nearest law enforcement agency if criminal activity is suspected. A copy of a police report must be delivered to the SVAHS Technology Director within 24 hours. If the User is found to have been negligent for the preventable theft, loss or damage by the SVAHS Technology Director, the User will be assessed the repair or replacement fee of the equipment.
11. **TERMINATION.** SVAHS may terminate this Agreement without notice.
12. **ENTIRE AGREEMENT.** Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. Each party further agrees that this Agreement is the complete and exclusive statement of the Agreement between the parties, and that this Agreement supersedes and merges all prior understandings or agreements. This Agreement may not be modified, unless in writing.
13. **ASSIGNMENT.** The User may not assign, sublease, or otherwise transfer any rights or obligations under this agreement.
14. **RETURN POLICY.** Upon expiration of the term of this Agreement, the User shall return the any equipment and all software to the SVAHS. The responsible supervisor shall promptly check in all equipment. A Technology Loan Agreement Checklist Form must be completed for the SVAHS to consider the equipment returned. The user must turn in the equipment by the expiration date. Any further technology loan may be declined for the User until all equipment is properly checked in.
15. **ENROLLMENT.** When you are no longer enrolled at the SVAHS, all equipment must be returned.