

# OIT Technology Depot

## Laptop Program – Terms and Conditions – May 2009

### INTRODUCTION

These are the terms and conditions for the Office of Information Technology (OIT) Laptop Rental Program. This agreement sets forth the conditions and responsibilities for the checkout of laptops. You agree to the Terms and Conditions hereinafter set forth. **This is a pilot program, which could terminate without notice. Departments should not structure operations based on future availability of this program.**

### NATURE OF THIS AGREEMENT

You guarantee that the laptop will be operated as required by this Agreement. You must return the laptop in the same condition you received it. The laptops are the property of the Office of Information Technology, Ohio University. The laptop must be returned by the agreed upon return time (or earlier if requested by OIT), and pay any fees and charges incurred under this Agreement related to damage, late return, missing parts or failure to return the laptop. You agree to defend, indemnify and hold OIT harmless from and against any and all loss, liability or damages whatsoever, caused by or arising out of the maintenance, use or operation of the laptop during the rental. You agree to utilize the laptops in accordance with all state and federal laws. You acquire no title to the laptop, and no one, other than OIT, may transfer it. You will not attempt to repair the laptop without the consent of OIT. Further, you agree to stop using the laptop if the operating system reports irreparable hardware failure and to inform the OIT staff of the problem as soon as possible.

OIT MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE LAPTOP FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL OIT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED DIRECTLY OR INDIRECTLY TO YOUR USE OF THE LAPTOP.

### TERMS AND CONDITIONS

1. Your signature on this OIT Rental Agreement evidences you have read, understand and agree to this program's rules and conditions. All information provided by me on this agreement is true and correct.
2. Any use of a laptop shall be governed by the terms and conditions of this agreement, OU policy and procedure, as well as the Use Agreement signed by you at the time of each rental.
3. OIT reserves the right to permanently and/or from time to time, change, modify, restrict, suspend and/or terminate this rental agreement.
4. You understand that your enrollment is limited to my exclusive use and is not transferable.
5. Failure to return the laptop in the condition received will result in the assessment of damage charges by OIT up to and including the full cost of replacement of the laptop. OIT reserves the right to assess charges for damage or hardware modification identified after the laptop is returned and the check-in process has been completed and.
6. Hardware may not, in any way, be damaged, removed or adjusted. Doing so will be considered unauthorized use of OIT equipment and may result in disciplinary action, fines, or other penalties.
7. No files are to be stored on the laptops. Any files saved to the laptop are subject to removal by technical support staff.
8. All OIT laptop computers are subject to routine auditing by technical support staff to ensure that there has been no unlawful use of such equipment.
9. If equipment is not operating properly, you agree to notify technical support immediately by calling 740-593-1222 or emailing servicedesk@ohio.edu.
10. OIT is not responsible for any loss of data incurred in the event of system failure.

### INAPPROPRIATE USE OF LAPTOPS

- Offering pirated computer programs or links to such programs.
- Offering information used to circumvent manufacturer installed copy-protect devices (including serial or registration numbers for software programs) or any type of cracker utilities.
- Gathering personally identifiable information for unlawful purposes, or without consent and statement of intention of use for commercial purposes.
- Accessing or generating materials exploiting children under 18 years of age.
- Inappropriate disclosure of any personally identifiable information belonging to children.
- Generating, accessing or distributing material that is that defamatory, trade libelous, unlawfully threatening, unlawfully harassing or otherwise unlawful.
- Infringing on intellectual property, including patents, copyrights, trademarks, or trade secrets.
- Using your e-mail account to facilitate distribution of, or responses to unsolicited email.

### CHARGES AND FEES

You will be charged \$10 per day, per laptop loaned. Charges will be applied to your departmental Oracle account number. \$10 per day, per laptop will be charged for late returns.

You will be charged for any damages or failure to return laptop. Damages to be assessed by Office of Information Technology. Any repairs will be performed by OIT.

All charges are subject to final audit. If errors are discovered, You will pay the corrected amount due.