

Computer Rental Agreement Terms and Conditions

THIS AGREEMENT made in Oswego, New York, on the ___ day of _____, 2009, between Auxiliary Services, State University of New York at Oswego (hereinafter "Auxiliary Services") with a principal place of business at State University of New York at Oswego, Culkin Hall, Oswego, New York, and (hereinafter "customer"), a member of the State University of New York at Oswego campus community whose permanent residence is and local residence is

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. This Rental Agreement shall be valued at One Thousand, Five Hundred (\$1,500) Dollars plus sales tax at 8% when applicable, and the customer agrees to pay Auxiliary Services four (4) payments of Three Hundred, Seventy-five (\$375) dollars each; payable via the tuition bill for the Spring 10, Fall 10, and Spring 11 semesters.
2. By accepting possession of the notebook computer, peripherals and software and any replacement equipment (hereinafter "equipment") the customer agrees to the following terms and conditions.
3. **TITLE AND INTEREST IN THE COMPUTER EQUIPMENT SHALL PASS TO THE CUSTOMER BY VIRTUE OF THIS AGREEMENT WHEN FINAL PAYMENT IS MADE.**
4. The term of this agreement shall be from the date of issuance and acceptance of the computer equipment by the customer, until the termination date as hereinafter defined. For the purposes of this agreement, the termination date shall be the date the customer ceases to be affiliated with the State University of New York at Oswego (hereinafter "Oswego State University") for any reason or on January 15, 2011, if this agreement is paid in full. If a customer leaves the Oswego State University for any reason full payment will be due at that time. Notwithstanding the above, Auxiliary Services reserves the right to revoke this rental agreement at any time upon notice to the customer at the above address.



5. If the customer fails to make payments in accordance with the above schedule, Auxiliary Services may, at its discretion, demand payment in full. Additionally, the customer understands that he/she may be subject to criminal prosecution and/or civil liability, and the customer will be assessed the full replacement cost of the equipment, collection fees, and late fees.
6. The customer understands that he/she is fully liable for loss or damage to the equipment (see attached insurance agreement) regardless of who is negligent or damages the equipment.
7. The customer understands that he/she will be charged a fee for repairs or replacement of lost or damaged equipment at the full cost of the equipment or repair. The customer must immediately notify Auxiliary Services of any damage to the equipment by written notice at the address above. Selection of method of repair or determination that the equipment is not economically repairable is in the sole discretion of Auxiliary Services. Fees assessed for lost or damaged equipment are non-refundable and non-transferable. Fees assessed for lost or damaged equipment will not be refunded even if the equipment is found and returned at a later time.
8. The customer understands that all repairs and upgrades must be made through Auxiliary Services and that no user repairs, outside third party services or other repairs are authorized or permitted.
9. The customer understands that he/she will be liable for all alterations and additions to the Computer Equipment and any software changes made to the equipment not performed by or at the direction of Auxiliary Services.
10. The customer understands that any incident of theft of the computer equipment must be immediately reported to the police jurisdiction where the theft occurred and Auxiliary Services be provided a copy of the police theft report no later than 24 hours after the theft is discovered. Please note coverage limitations under the insurance policy that require the computer must be locked or secured in an appropriate manner.
11. Throughout the term of this agreement, the customer shall use the equipment in accordance with Oswego State University's policies on the appropriate use of computer resources. The customer shall not permit any other person to possess or use this equipment. Commercial use of the equipment is prohibited. The customer agrees not to sell, assign, sublet, or otherwise encumber any interest in this Agreement or the Computer Equipment without the prior written consent of Auxiliary Services.

12. The customer agrees NOT to permit the Equipment to be used in violation of any law, permit the Computer Equipment to be operated in a reckless or abusive manner, or tamper with any hardware within the Computer Equipment. The customer shall comply with all applicable copyright and other regulations regarding the software.
13. It is acknowledged by the customer, by signing this agreement, that the equipment is provided by Auxiliary Services to aid and to further the customer's education at Oswego State University. Any information or data not related to the customer's course work, education, or research at Oswego State University may be deleted from the equipment by Auxiliary Services. The customer acknowledges that Auxiliary Services is obligated to turn any information or files found to violate Civil or Criminal Laws over to the proper authorities and that the customer authorizes release of this information by the signing of this agreement.
14. Failure of the customer to notify Auxiliary Services of the customer's change in address (permanent or local) or change in status as a member of the Oswego State University community will cause an immediate revocation of this rental agreement and all payments will be accelerated and due upon the failure to notify Auxiliary Services within 48 hours of such change of address or change of status.
15. Auxiliary Services shall not be liable for any indirect, special or consequential damages arising out of the rental agreement. Customer agrees to indemnify and hold harmless Auxiliary Services from any and all losses or damages caused or arising from the customer's use of the equipment. This indemnification shall include any cause of action, loss or damage arising from the hardware, software and/or data included in the equipment.
16. The customer will examine the Equipment leased and agree that it is in good condition and repair except as documented in the License Agreement. Auxiliary Services will repair or replace, at Auxiliary Services' option, each defective laptop leased to the customer during the Term of this Agreement. For the purposes of this Agreement, a defective laptop is one that fails to operate in accordance with the owner's manual unless such failure is due to damages that are beyond normal wear and tear. The customer shall be responsible for routine care such as cleaning and minor adjustments. The customer assumes and shall bear the risk of loss, damage, theft or destruction, partial or complete, of the equipment, excepting normal wear and tear, from and after the date of delivery to customer until the end of Agreement. The customer agrees to pay Auxiliary Services for missing laptop, laptop damaged beyond repair and repair costs for damaged but reasonable repairable laptops as well as for parts that are missing from the returned laptop. Repair costs for a

damaged but reasonable repairable laptop shall be the actual cost to repair. Auxiliary Services will charge the customer for such damage or breakdowns in accordance with Auxiliary Services' policies and the amounts charged to the customer will not exceed the estimated value of the Equipment.

17. EXCEPT FOR THE WARRANTY PROVIDED AS STATED ABOVE, AUXILIARY SERVICES DOES NOT MAKE, AND DISCLAIMS, ANY AND ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY, IN NO EVENT SHALL AUXILIARY SERVICES BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES WITH RESPECT TO ANY ASPECT OF THE EQUIPMENT OR ITS USE OR OPERATION.

18. In the event of customer's default under the terms of this agreement, or in the event Auxiliary Services is required to retain the services of an attorney to collect the sums due under this agreement, the customer shall be responsible for all attorney's fees, court costs, disbursements and other reasonable expenses incurred by Auxiliary Services.

19. This agreement shall not be changed or modified unless in writing and signed by all parties hereto.

DATED: _____

DATED: _____

Customer Signature

Co-signer* Signature

(Please print)

(Please print)

DATED: _____

For Auxiliary Services, State University
of New York at Oswego.

Steve Baker Assistant Director

*A co-signer must be someone who is not a spouse, but is over 21 years of age and is accepting responsibility as a joint debtor to Auxiliary Services.