



CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS
Laptop Checkout Program - Master Rental Agreement
July 1, 2011 - June 30, 2012

Loker Student Union, Inc.

INTRODUCTION

These are the terms and conditions for the LAPTOP CHECKOUT PROGRAM (LCP) Master Rental Agreement for the fiscal year noted above. This agreement sets forth the conditions and responsibilities for the checkout of laptops, including all such laptops' parts, by currently enrolled California State University, Dominguez Hills ("CSUDH") students participating in the LCP. This Agreement is between the person signing the LCP Master Rental Agreement ("You" or "Your") and CSUDH and governs all laptop rentals from CSUDH. You agree to the Terms and Conditions hereinafter set forth, as well as the terms of the LCP Agreement including the LCP rules and conditions incorporated herein, the separate rental check-out/check-in form signed by you and any return document with the final charges.

NATURE OF THIS AGREEMENT

You guarantee that the laptop will be operated as required by this Agreement. Except for ordinary wear and tear, you must return the laptop in the same condition you received it. The laptops are the property of California State University, Dominguez Hills. The laptop must be returned to the designated location in the Loker University Student Union ("LUSU") by the agreed upon return time (or earlier if requested by LUSU or CSUDH), 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 CSUDH 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 CSUDH, may transfer it. You will not install software, remove software, tamper with or reconfigure the operating system or components, remove the wireless PC card, alter any settings or attempt to repair the laptop without the consent of CSUDH. Further, you agree to stop using the laptop if the operating system reports irreparable hardware failure and to inform the LUSU staff of the problem as soon as possible. These laptops are intended to be used for casual internet access via a wireless network within the LUSU only. Attempts to use the laptops for any other purpose may result in immediate revocation of your privilege under this agreement and may result in fees for damage caused to the laptop. CSUDH MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE LAPTOP FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL CSUDH 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. My signature on this LCP Master Rental Agreement evidences I 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. I understand by submitting this signed agreement, I am requesting CSUDH to accept me as an LCP enrollee. CSUDH in its sole discretion may elect not to accept my application for use of the laptop checkout program without explanation to me. Issuance of a laptop, with or without any corresponding written notice, shall be acceptance by CSUDH of my application for rental.

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TERMS AND CONDITIONS

(continued)

3. I understand that in addition to this signed agreement I must provide a current class schedule.
4. Any use of a laptop shall be governed by the terms and conditions of this agreement, as well as the Use Agreement signed by me at the time of each rental.
5. CSUDH reserves the right to permanently and/or from time to time, change, modify, restrict, suspend and/or terminate this LCP Master Rental Agreement.
6. I understand that my LCP enrollment is limited to my exclusive use and is not transferable.
7. Failure to return the laptop in the condition received will result in the assessment of damage charges by CSUDH up to and including the full cost of replacement of the laptop. CSUDH reserves the right to assess charges for damage identified after the check-in process has been completed and the laptop returned. Failure to pay any fees or charges may result in a hold being placed on your records pursuant to California Code of Regulations, Title 5, Section 42380 et seq.
8. Should I violate any LCP rules and conditions, CSUDH, in its sole discretion, may terminate my enrollment in the LCP. Further, CSUDH, in its sole discretion, may terminate my enrollment in the LCP if: (i) I have provided any information on the LCP Agreement or in connection with any aspect of the LCP which is not true or correct; or (ii) any rental laptop provided to me under the LCP is damaged, abandoned, lost, found to have been illegally used while checked out to me, or used in violation of the LCP Master Rental Agreement or the Use Agreement.
9. I acknowledge the availability of LCP and wireless internet service is restricted to the Loker University Student Union and may not be available at all times.
10. Hardware may not, in any way, be damaged, removed or adjusted. Doing so will be considered unauthorized use of CSUDH equipment and may result in disciplinary action, fines, or other penalties.
11. The laptop computers available for checkout through the LUSU may be used only after proper training has been completed. If you do not know how to use a program, don't use it and ask for assistance. It is important that you clearly understand how to use these computers.
12. No files are to be stored on the laptops. Any files saved to the laptop are subject to removal by technical support staff.
13. All CSUDH laptop computers are subject to routine auditing by technical support staff to ensure that there has been no unlawful use of such equipment.
14. **Do not eat or drink while using the laptop computer.**
15. If equipment is not operating properly, you agree to notify technical support immediately.
16. CSUDH 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.

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INAPPROPRIATE USE OF LAPTOPS

(continued)

- Gathering personally identifiable information for unlawful purposes, or without consent and statement of intention of use for commercial purposes.
- Accessing or generating materials containing any kind of nudity or pornographic content, as well as any material 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.
- Displaying any kind of commercial sponsorship or ad banner, including those generated by banner or link exchange services, not sponsored by the Associated Students.
- Conducting raffles or contests that require any type of entry fee.
- Using your e-mail account to facilitate distribution of, or responses to unsolicited email.

CHARGES AND FEES (*initial that you understand and agree to each item*)

_____ The LCP is made available at no cost for the agreed checkout period of five hours (within LSU operating building hours). \$5 per hour will be charged for late returns. Unless CSUDH agrees to accept payment by the use of a check, cash will be required for all amounts due. If I pay by a check which is returned unpaid, I agree to pay the current posted administrative fee.

_____ If I fail to pay any fees or sums payable to CSUDH pursuant to the LCP Master Rental Agreement or the Use Agreement, including any charges or fees for damage or failure to return the laptop as agreed, or otherwise fail to fully abide with the LCP rules and conditions, I understand that CSUDH will place a hold on my records with the University pursuant to California Code of Regulations, Title 5, Section 42380, et seq., until all fees and charges due are paid in full. All charges are subject to final audit. If errors are discovered, I will pay the corrected amount due.

Driver's License/State I.D./International I.D.

Expiration Date

Student Identification Number

E-mail Address / Pipeline Address

Day Phone Number

Evening Phone Number

Student Name (Please Print) Date

FOR OFFICE USE ONLY	
Date	Staff Signature

Student Signature Date

Please bring your schedule of classes with this completed agreement.

Loker Student Union, Inc. (310) 243-3559 – www.csudh.edu/lisu

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