

Laptop Rental Agreement

District shall not be liable to lessee for any representation, claim, expense, or loss directly or indirectly caused by any person, including the District, or in any way related to the Property. Repair will be made pursuant to manufacturer's warranty only. All service and repair must be performed by an Authorized Service Provider.

Lessee

Name: First Last		Student ID
Street Address		
City	State	Zip
Home Phone		Work Phone
Laptop Brand & Model	Serial Number	Asset Number
Monthly Rental Payment	Rental Start Date	End Date
\$20	September	May
Software Licenses		Other Accessories
Microsoft Windows XP or 2000 Microsoft Office 2000		Laptop bag Power cable/adapter Battery Network cable

Signature

Date

Federal Way School District

Signature

Date

*Thomas Jefferson High School
Kyra Maciel, finance department
4248 South 288th ST
Auburn, WA 98001-2820
253.945.5625*

Computer Rental Agreement

The Federal Way School District (hereinafter referred to as the "District") and Lessee agree as follows:

Equipment, Term, Rent, and Payments. The district leases to Lessee the personal property described in Schedule A together with any replacement parts, additions, repairs, and accessories now or hereafter in or affixed to it (hereinafter referred to as "Property"). This lease shall be for the term specified in Schedule A. This lease may be terminated by giving the other party thirty (30) days' advanced written notice.

Deposit. Lessee must deliver a deposit in the amount described in Schedule A prior to delivery of the Property. Such deposit may be applied, at the District's option, toward any obligation of Lessee hereunder but shall not prevent default or excuse performance of any such obligation. Deposits will be refunded to the lessee once the computer has been returned in acceptable condition satisfactory to the District.

Maintenance, Ownership and Use. The Property is leased for the personal and educational use only of Lessee's using student attending school within the District and for whom the laptop usage is intended. The Property is and shall be at all times the personal property of the District. Lessee may not remove or alter nor allow to be removed or altered any words or marks so identifying the Property. No software may be loaded on the computer that is not pre-approved by the District. The District reserves the right to remove any unauthorized software from the computer. Lessee assumes all risk of damage to or loss of the Property, however caused, while in transit before, during and after the term hereof. Lessee shall at its sole expense maintain the Property in good repair, appearance and functional order, and shall not use or permit the use of the Property in any unintended, injurious or unlawful manner. The using student must follow the District policy on acceptable computer and network use. A student may be subject to corrective action for failing to abide by such policies. Lessee agrees to abide by any limitations imposed by licenses accompanying the Property. The District shall have the right, at any reasonable time, to inspect the Property or observe its use.

Indemnification. Lessee assumes liability for and agrees to defend, indemnify and hold District harmless from any and all claims, liability, losses, costs, expenses or damage of every nature (including, without limitation, fines, forfeitures, penalties, settlements, and attorneys' fees) by or to any person whomsoever, except that arising out of the sole negligence of the District.

Insurance. Rate identified on Schedule A Includes Insurance required by District. In the event of insured damages or repairs, Lessee maintains responsibility for payment of insurance deductible in the amount of (\$100) per incident.

Assignment. This lease, monies due hereunder, and all rights of the District in it, may be assigned by the District without Lessee's consent. Lessee shall not assign this lease or use the Property as collateral, nor shall Lessee's interest hereunder inure to the benefit of any trustee, receiver, creditor, or successor of Lessee, or its property, whether or not in bankruptcy, or whether by operation of law, or otherwise.

Surrender. On the expiration or termination of this lease, Lessee shall, at its expense, assemble and return the Property unencumbered to the District at the address below, or at such other reasonable place as the District specifies, in the same condition, appearance and functional order as received, reasonable wear excepted. Reasonable wear does not include damage caused by improper installation; improper connection with any peripheral, external electrical fault or surge, accident disaster, misuse, abuse or modifications to the computer.

Default and Remedies. Time is of the essence under this lease, and Lessee shall be in default in event of: (1) a failure to pay when due the full amount of any payment required hereunder; (2) a failure to perform any of Lessee's obligations, agreements, or affirmations; under this agreement; or (3) Lessee's bankruptcy, insolvency, termination, or default of any guarantor for Lessee. Upon default the District shall consider the student ineligible to continue in laptop rental program participation. The District shall have all remedies provided by law including, but not limited to, an immediate right to retake or demand immediate return of the Property without legal proceeding or notice to Lessee. If enforcement of any agreement herein or any sum due hereunder is undertaken by the District, Lessee shall pay the District's costs and fees, including attorneys fees and collection agency fees incurred thereby.

Entire Agreement, Waivers, Successors and Severability. This lease contains the entire agreement of both parties. No waiver or modification of any of the terms or conditions hereof shall be effective unless in writing and signed by both parties. This lease shall be binding on the District and Lessee's successors and assigns and shall inure to the benefit of the District's successors and assigns. If any of the provisions of this lease are contrary to, prohibited by, or held invalid under applicable laws or regulations of any Jurisdiction in which it is sought to be enforced, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

Notices, Payments and Governing Law. All notices and payments shall be mailed or delivered to the respective parties at the addresses on Schedule A, or such other address as a party may provide in writing from time to time. This lease shall be considered to have been made in the State of Washington and venue shall be situated in King County.

Warranties, Repair and Acceptance. THE DISTRICT ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFENESS, USABILITY, REPAIR, FITNESS, OR MERCHANTABILITY OF THE PROPERTY AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. By signing this Lease, Lessee states that it has fully accepted and takes possession of the Property and acknowledges the Property to be satisfactory and suitable for the purpose Lessee specified, in full compliance with the terms of this lease, and in good condition and repair. Lessee agrees that the District shall not be liable to Lessee for any representation, claim, expense, or loss directly or indirectly caused by any person, including the District, or in any way related to the Property. Repair will be made pursuant to manufacturer's warranty only. All service and repair work must be performed by an Authorized Service Provider.