

Upper Sioux Community Laptop Incentive Program

Date: _____ Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____

Email address _____

Name of College attending _____

Majoring in _____

In consideration of the students' agreements contained in this contract, the Upper Sioux Community will provide the above Student with the use of a laptop computer for the term described below.

The term of this contract is for the term of (circle: One-Year/ Two-Year / Four Year/ Other _____) ending on the last day of finals unless contract ends (see below)

Upon student's documented completion of program certification/graduation, the laptop becomes property of the student. Proof of completion must be provided within one year of your expected completion date.

This is one time per student per lifetime.

Termination of Contract

Failure to remain in good academic standing (see handbook) and/or withdrawing from school will result in payment. The amount charged will be deducted from Per Capita Payment (if not paid in cash) at the amount of \$100 per month until paid in full.

Upon Student's **withdrawal or termination** from the Upper Sioux Community Laptop Incentive Program you will be charged with the original purchase price.

Indemnity

Student is solely responsible for the consequences of any misuse of the equipment and the liability resulting from misuse. Student shall indemnify Upper Sioux Community and Upper Sioux Community's Board of Trustees for any injuries, damages, or losses

incurred due to the intentional or negligent acts of Student. The student's obligation of indemnification to Upper Sioux Community survives the term of this Agreement.

Upper Sioux Community and Upper Sioux Community's Board of Trustees are not responsible for injuries, damages, penalties, or losses, including legal costs and expenses incurred by Student or other person due to installation of software, transporting the laptop, or any other use of equipment described herein. Upper Sioux Community is not responsible for unauthorized use of his/her resources, and security of data transmitted on their information technology resources cannot be guaranteed.

Termination of Student Eligibility

The student will cease to be eligible to participate in the Laptop Incentive Program and this agreement will terminate upon any of the following events:

- Failure to maintain good academic standing (see handbook)
- Withdrawing from school
- Student's attempt to transfer possession or assign his/her interest in this Agreement and/or the laptop.

I have completed this form to the best of my knowledge. I understand that providing any misleading or false information is a fraudulent offense and will lead to the cancellation of the agreement and may result in disciplinary action by Upper Sioux Community.

Upon breach of contract, I authorize the Finance Department to deduct the cost from my Per Capita payments. I will be responsible for FULL payment of my charges according to the terms of this contract. In addition, if I lose or damage the equipment, I agree to pay all repair or replacement costs. I also agree to pay any additional fines, collection fees, or interest as applied by the Laptop Incentive Program in conjunction with the Upper Sioux Community, Finance Department and its collection policy. By signing below, I am indicating that I have read this statement and agree to the conditions stated within. I understand that any per capita funds may be diverted to pay those expenses as outlined in this agreement.

Upper Sioux Community reserves the right to terminate this program at any time. The laptop incentive program is based upon availability of funds.

By signing below, I acknowledge that I have read and understand the conditions stated above and on the contract. I am aware of my responsibilities and the consequences of defaulting on this agreement.

Student Signature

Date

Higher Education Director

Date