The Taft School
LAPTOP PURCHASE and USE AGREEMENT

We elect to enroll the student named below in the Taft Student Laptop Purchase Program beginning September 2019 (the "Program"):

Student's Name:_____

Class of: ☐ 2020 ☐ 2021 ☐ 2022 ☐ 2023

Select Equipment: ☐ MacBook Pro - $1,790

☐ Surface Book 2 -$1,840

Payment Terms: Payment in full is due upon signing this contract. **To order, a signed Laptop Purchase Agreement and payment must be returned to the Business Office by June 14, 2019**. **Laptop will not be distributed to the student and this agreement will not be valid, unless payment is remitted with this Agreement, or is received by the Business Office by June 14, 2019.**

Conditions of Use: The equipment selected above including all the software provided as part of the Program (the "Equipment") is intended for use by the enrolled Taft School student named above only. We agree that we will not sell, lease, or otherwise dispose of the Equipment or grant anyone rights to the Equipment or software provided under this Program. We further agree to adhere to all of the School's policies regarding the acceptable use of computers and the Taft Network. We agree that the student will use the Equipment in compliance with all applicable laws, ordinances, and regulations relating to the possession or use of the Equipment, including the software, provided as part of the Program. We will not make unauthorized copies of any software, transfer or duplicate licensed software contained on the Equipment for any purpose except for backup and archival purposes. The student agrees to use and operate the Equipment in a careful and proper manner.

Service and Repairs: A three-year manufacturer's extended warranty and insurance protection program is provided as part of this Agreement. Service will be provided on campus during school hours whenever possible. If service is required for this machine, a loaner laptop will be provided at no charge. Should repair require that the laptop or tablet hard drive be reformatted, Taft will not be responsible for lost data. We, the undersigned, understand and agree that we will be responsible for any expenses incurred in maintaining, repairing or replacing the Equipment, to the extent such maintenance, repairs or losses are not covered by the three year manufacturer's extended warranty and/or the insurance protection program.

Termination: This Agreement, including the service provided by The Taft School, will terminate when the student is no longer enrolled at Taft. Upon termination of this Agreement, the student will own the Equipment and the manufacturer's extended warranty and insurance coverage will continue subject to the terms and conditions of the manufacturer's extended warranty and the insurance coverage. Software that is restricted by license to be used only by members of the Taft School must be removed prior to leaving Taft.

Warranty and Liability: We agree to accept the Equipment, including the computer and the software "as is". THE TAFT SCHOOL MAKES AND THE UNDERSIGNED RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE TAFT SCHOOL BE LIABLE TO ME OR MY GUARDIAN, PERSONAL REPRESENTATIVES OR HEIRS FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGE OF WHATEVER NATURE ARISING OUT OF ANY CLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, ALLEGING THE SCHOOL'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT OR ITS BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR ITS BREACH OF ANY DUTY, COMMON LAW OR OTHERWISE, OWED TO ME. We agree to indemnify and hold the Taft School, its officers, directors, employees and agents harmless from any liability, loss, claim or damage to persons or property arising out of the parent's or student's improper and/or negligent use of the Equipment.

We have read and agree to the terms and conditions of The Taft School Laptop Purchase Agreement and the Program.

_____
Student Signature

_____
Parent or Guardian Signature Print Parent or Guardian Name