

**COMPUTER USE AGREEMENT – RESIDENTIAL HOUSING**

NAME \_\_\_\_\_ BARCODE: \_\_\_\_\_

EMAIL \_\_\_\_\_ PHONE: \_\_\_\_\_

1. Cardinal Stritch University, hereafter referred to as 'STRITCH', and \_\_\_\_\_, hereafter referred to as 'USER' hereby make the following agreement for use of computer equipment, hereafter referred to as 'EQUIPMENT.' This agreement will be valid for duration of one use as defined in, number 3, letter a "Terms of Agreement".
2. PURPOSE OF THE AGREEMENT: STRITCH is temporarily loaning the EQUIPMENT to USER to assist in completion of course studies at STRITCH.
3. TERMS OF AGREEMENT: USER will abide by the following terms for the use of the EQUIPMENT. Failure to meet any of the terms below may result in revoking EQUIPMENT privileges, monetary charges, and/or sanctions.
  - a. EQUIPMENT may be checked out for a maximum of 12 hours at a time. Checkout times are between 12 am and 8 am and all EQUIPMENT must be returned by 12 PM (Noon) of the same day.
  - b. If EQUIPMENT is not returned by Noon, USER will be charged \$25.00 per every 24 hours or portion thereof the EQUIPMENT is not returned and the USER grants permission for USER'S room to be entered to retrieve the EQUIPMENT.
  - c. If the EQUIPMENT is returned without EQUIPMENT accessories, USER will be charged \$5 for missing internet cables, and \$50 for missing AC adapter cords.
4. CARE AND RETURN OF EQUIPMENT: It is further agreed that USER will exercise due care in the handling and use of said EQUIPMENT and agrees to voluntarily return the EQUIPMENT in good working condition to STRITCH at the end of the checkout period.
  - a. In the event of any damage to the EQUIPMENT at any time while it is in USER's possession, USER agrees to inform STRITCH so that repairs can be performed on the EQUIPMENT.
  - b. USER agrees promptly to pay the cost of repairs of all damage to the EQUIPMENT caused by USER'S lack of due care, negligence, or misuse. In this situation, STRITCH reserves the option to have the unit replaced at the prevailing replacement cost, paid by the USER.
  - c. In the event USER does not pay said costs, the amount of such costs shall be added to the USER's student account at STRITCH.
  - d. USER'S failure to return the EQUIPMENT may result in STRITCH taking legal action to recover said EQUIPMENT and recover any damage thereto, or recover STRITCH's acquisition price thereof, at STRITCH's election.
  - e. User hereby agrees to pay all attorneys' fees, court costs, and the related expenses incurred by STRITCH in enforcing its rights under this agreement. User is responsible for lost or stolen EQUIPMENT.
  - f. User is responsible for any damage to the EQUIPMENT due to addition or removal of software, or usage of the EQUIPMENT with incompatible hardware or software.
5. DELIVERY AND ACCEPTANCE: USER hereby acknowledges receipt of the EQUIPMENT in good condition and working order.
6. LICENSE AGREEMENT: STRITCH is sole Licensee for the software included herein, and any copying, modification, or merging of the software, including written documentation is prohibited.
7. STRITCH shall not be responsible for any damage or injury caused by the EQUIPMENT.

STRITCH makes no warranty of any kind, expressed or limited relating to the EQUIPMENT, whether used alone or in combination with other equipment. Specifically excluded are the limited warranty of suitability for a particular purpose and the damages in connection with the use of the EQUIPMENT.

The effective date of this agreement is \_\_\_\_\_.

STRITCH

USER

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_