BERKELEY COLLEGE LIBRARY
OFF-CAMPUS BORROWER AGREEMENT FOR LIBRARY LAPTOPS

Campus/Location: ☐ NYC ☐ WST ☐ MDL ☐ NWK ☐ PAR ☐ WPK ☐ Online

THIS AGREEMENT, made this _____ day of _____, 2020, by and between _____, Student ID# _____ and Berkeley College, sets forth the terms and conditions for off campus use of a Berkeley College Laptop.

1) **Eligibility**: Student must be currently enrolled in classes and have internet access. A library borrower record must be complete and in good standing in the circulation database.

2) **The Equipment**: Student must sign in once on campus to enable off campus use. The laptop is internet enabled for access to the virtual lab (Myapps.berkeleycollege.edu).   An adaptor and power cord is provided with the unit and must be returned at the end of the loan period.

3) **Support**: If the loaned laptop is not working properly, student understands that he/she can contact the Berkeley College Helpdesk for assistance and support.

4) **Term and Expectations**: Under this Agreement, student understands that the limit is one (1) laptop loan that expires **on April 15, 2020**. Student understands that the laptop must be returned to the library on or before April 15, 2020. If student fails to check in, or return the laptop, a charge may be applied to the student's account.

   Use of the Laptop:
   a) Student shall be the sole user of the laptop and shall not sell, lease or gift the laptop to another person or entity.
   b) Student shall use this laptop solely for school related work/assignments.
   c) Student shall not alter, damage or disfigure the laptop and shall ensure that the laptop is not subjected to careless or unusually or needlessly rough usage; Student shall keep it in good repair and operative condition, and return it in such good condition, ordinary wear and tear from proper use alone excepted. Students may not install personal software, change system settings, download plug-ins, or attach unauthorized hardware.
   d) Student is responsible for the value of the computer if it is damaged, lost or stolen.
   e) Student agrees to use the loaned laptop in compliance with all applicable local, state and federal laws, including, but not limited to copyright and cyber-security laws. Student also agrees to follow Berkeley College Policies and Procedures with regard to use of the loaned laptop, including, but not limited to, the Student Electronic Information Policy and the Berkeley College Equal Opportunity Policy.

5) **Ownership**: Title and ownership of the loaned laptop is retained by Berkeley College at all times.

6) **Data**: Berkeley College is not responsible for any loss of data incurred in the event of a system failure. Student understands that his/her data is his/her responsibility. Student is responsible for removing all personal data prior to returning the loaned laptop.

7) **Termination**: Berkeley College may terminate this Agreement and demand the return of the loaned laptop at any time, if student fails to comply with any of the terms and conditions of this Agreement.

8) **Release and Indemnify**: Student waives, releases, forever discharges and indemnifies Berkeley College, Berkeley Educational Services of New Jersey, Inc., Berkeley Educational Services of New York, Inc., any and all affiliated entities, and their respective trustees, directors, officers, employees, agents and representatives, together with their successors, heirs or assigns ("Releasees"), from and against any and all claims, liabilities, losses, damages or expenses of any kind, including reasonable attorneys' fees ("Liabilities"), arising out of or resulting from student's possession and use of the laptop, whether or not such Liabilities are caused by Releasees' negligence.

   BERKELEY COLLEGE HEREBY DISCLAIMS TO THE EXTENT PERMITTED BY LAW ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LOANED LAPTOP.

   Student has carefully read and fully understands the terms of this Agreement, and has signed of his/her own free will:

_____   _____

Student Signature   Date

_____   _____

Library Representative   Date