

NOMMA LAPTOP USE AGREEMENT AND INSURANCE CONTRACT

*Please review and retain pages 1 and 2 of this agreement for your records.
Student and parent signatures are required before returning the contract page (3) to New Orleans Maritime and Military Academy*

In the interest of assisting the students of the New Orleans Maritime and Military Academy, the school will make available for use by the student one (1) Laptop Computer (Laptop) for use while the student is registered in the school. Please note that students are not issued laptops during the summer.

The laptop is intended for educational purposes only and will be issued upon the student's and parent/guardian's signed acceptance of the terms of the Laptop Computer Use and Insurance Agreements.

Requirements of Use

- a) Signed copy of the NOMMA Laptop Computer Use agreement
- b) Signed copy of the NOMMA Laptop Insurance Contract
- c) \$50 insurance and technology fee

Rules of Use

The student shall abide by the rules set forth in the Student Handbook and the rules stated on this agreement. Failure to comply with Rules of Use will result in repossession of the computer. Insurance/technology fees are nonrefundable.

Unacceptable use includes, but is not limited to, the following:

- a) Unauthorized installation of software, including downloads or modifications of the laptop
- b) Unauthorized installation of media (music, video, etc.) files
- c) Enabling laptop webcam, taking pictures or creating videos
- d) Playing unauthorized games or computer programs
- e) Using the laptop or network access to alter or destroy information belonging to others.
- f) Using profanity, obscenity or offensive language.
- g) Copying personal communications to others without the original author's permission.
- h) Copying software or other copyright protected material in violation of copyright law.
- i) Using the laptop or network for any illegal activity or private business purposes.
- j) Spreading computer viruses deliberately or by importing files from unknown sources.
- k) Harassing another individual.
- l) Using the network to disrupt school business or educational activities.
- m) Use of any computer or program in a manner other than that which was intended.
- n) Allowing use or possession of the computer by anyone other than the student to whom the computer is issued.

License Agreements

The School is the sole owner of the software included with the laptop. Any copying, modification, merging, or distribution of the software by the student, including the written documentation, is prohibited. The student is responsible for complying with any and all hardware, software, and service provider licensing agreements, terms of use, and applicable state and federal copyright

and other intellectual property protections. Violation of any such licenses, terms or laws shall constitute a violation of this agreement and the student may be subject to disciplinary action.

Notice of School Rights

The Student has no ownership, interest in, and no right to title in the laptop. The School is the equitable owner of the laptop and as such will enforce its rights vigorously through all means civil and criminal. Students who are in material breach of the agreement and/or who deny any of the School's ownership rights to the laptop may be subject to disciplinary action, including referral for possible civil action or prosecution for theft under Louisiana's Statutes. Notice of these civil and criminal remedies will be sent to any student in violation of the agreement prior to action being taken, but the failure to give such notice shall not impair or limit the School's rights.

Indemnification

Student and parent/guardian agree to reimburse and hold the School harmless from and against any and all liabilities, costs, collection costs, and damages (including attorney fees), which arise out of or relate in any way to the use of, misuse of, or failure to return the laptop equipment or software by the student or others.

Modifications, Upgrades & Repairs

The Student shall not modify, upgrade, or attempt repairs to the laptop or its installed software without the express written permission of the School. Any modifications, upgrades, or repairs made shall become the property of the School. Any damage to the laptop, or other requirement for modification, upgrading, or repair shall be immediately brought to the attention of the School. The student and parent/guardian is responsible for the cost of any modifications, upgrades or repairs to the laptop, including the carrying case and peripheral equipment, or its installed software, where it is required as a result of the student's misuse, negligence or intentional conduct, or other acts or omissions in violation of the agreement. Any required software must be installed by authorized NOMMA personnel.

Insurance

Insurance payments are covered under the \$50 insurance and technology fee. This payment is non-refundable.

School insurance will cover the following:

- a) Computer hardware malfunction
- b) Accidental damage

School insurance will NOT cover the following:

- a) Lost or stolen laptops or accessories
- b) Malicious physical damage
- c) Malicious damage to the operating system
- d) Computer virus
- e) Lost or damaged charger
- f) Lost or damaged battery

Replacement Cost

If a laptop is lost, stolen, or maliciously damaged, a replacement cost of \$500.00 is owed to NOMMA.

LAPTOP COMPUTER USE AGREEMENT AND INSURANCE CONTRACT 2014-2015

The Computer Use Agreement contract is made by and between the New Orleans Military and Maritime Academy and the student and parent/guardian listed below, and will begin no earlier than August 25th, 2014, and end no later than May 22, 2015, unless otherwise terminated or extended by written agreement.

Student Name (Printed)

Student Identification Number
(For office use only)

Parent/Guardian Name (Printed)

By my signature, I hereby acknowledge that I have reviewed, understand and will abide by the terms of the Laptop Computer Use Agreement and Insurance Contract.

Student Signature

Date

Parent/Guardian Signature

Date

INSURANCE CONTRACT For 2014-2015 SCHOOL YEAR

Please check one of the items below:

- I accept the laptop insurance. My check/money order made payable to New Orleans Military and Maritime Academy for \$50 must be provided before laptop insurance goes into effect.

- I decline the insurance and understand a laptop will be provided during school hours only. My child will not be permitted to take the assigned laptop home.

AUTHORIZATION FOR DELIVERY and ACCEPTANCE

By my signature below I authorize my student to accept receipt and verify the condition of the laptop, peripheral equipment and software issued by the school. Within 24 hours of my student's acceptance of the equipment I will verify the good condition and working order of the equipment. In the event the student is no longer registered in the school, the laptop, and all associated equipment and software, must be returned to the school within 24 hours from the student's last class. I understand that the school will not issue the equipment unless both the student and parent/guardian have signed this agreement and receipt.

Parent/Guardian Signature

Date