

Berea College  
Universal Access Program



**Student Participation Agreement and  
Network / E-mail Application**

Participation in the Berea College EDGE student laptop computer program is required of every Berea College student, whether full or part time, degree-seeking or not. Every student must sign this agreement prior to being issued a laptop computer or a network/e-mail/web account at the college. **Please read it carefully before signing.**

**Responsibilities**

I accept the laptop computer, associated peripherals (AC Adapter, etc.) and software (system restore CD, driver CD, etc.) for use in connection with my affiliation with Berea College. I understand that I may not sell, lease, or otherwise grant anyone rights to the laptop computer or the software unless and until the computer is transferred to my personal ownership upon my graduation from the College and completion of transfer or ownership documents. I will adhere to the Berea College Computer and Network Policy, the Berea College Web Publishing Policy, the Berea College Information Systems and Services Network Usage Guidelines and all other rules and regulations governing the use of this laptop computer and other information technology resources.

I affirm that the laptop computer is in good working condition except as noted in the space provided on the signature page of this Agreement. I realize that I am fully responsible for the laptop computer until it is returned to the Technology Resource Center at Berea College. I agree to promptly inform TRC of damage to or loss of the laptop computer, and, in the event of a loss, I agree to fully cooperate with Berea College in filing a police report and in any ensuing investigation. Such cooperation does not, however, relieve me of my financial responsibilities as described in the following paragraphs.

I understand that the laptop computer has been provided with virus protection software and I agree to keep the anti-virus patterns up to date.

**Loss and Damage**

I understand that I will be held responsible if the laptop computer is lost or stolen. I understand I am responsible for the full replacement value of my laptop if lost or stolen. I also understand that, should intentional or negligent damage occur to the laptop, I will be assessed a fee per occurrence plus the cost of replacement parts. I understand that, should accidental damage occur to the laptop, I will be assessed a fee per occurrence or the cost of replacement parts, whichever is less.

I understand that in the event of an accidental loss or theft of my laptop computer, I may be able to recover all or part of the replacement fee through homeowner's, renter's or other private property insurance. I acknowledge that it is my responsibility to make suitable arrangements with my insurance carrier.

I understand that, should my laptop computer need repairs, a temporary loaner laptop computer may be available for use. This temporary loaner laptop computer will be subject to the same terms and conditions as my regularly assigned laptop. Further, I understand that TRC will notify me when the repairs on my assigned laptop are complete, at which time I will have three work-days to return the temporary replacement laptop and to collect the repaired laptop. If I do not return the temporary replacement laptop within the three-day period, I understand that I will be charged \$5.00 for each additional day that the temporary replacement laptop is checked out.

**Travel**

I understand that, while studying abroad, I may either take my laptop computer with me or have it stored at TRC until my return. If I travel with the laptop, I understand that some services, including, but not limited to, network access, software

use, repair services, support services, and loaner computers will not be available to me. Despite this, I recognize that I am still responsible for the laptop computer issued to me just as I would be if I were on campus. If I travel outside of the United States, I will contact the International Center to receive instruction on how to travel with a laptop computer. I further understand that, should I not be able to return the laptop computer to TRC in person when it is due, I will be responsible for shipping the computer to Berea College at my expense. I also acknowledge that fees associated with laptop loss and/or repairs are still in effect, even while I am traveling.

### **Provided Media**

If I have been provided with a system restore CD or other software CD's it is my responsibility to keep those CD's in a safe location. I understand that they are specific to my computer, are not authorized for use with any other computer, and cannot be replaced by TRC if they are lost. I acknowledge that TRCS has recommended that I make a backup copy of the CD's in case the originals are lost or damaged.

### **Terms of Use**

I acknowledge that the computer is provided for my use only while I remain enrolled as a student at Berea College. If I cease enrollment at the College, whether by withdrawal or dismissal, I will return the computer to TRC within 10 days of my status change. **I am aware that if I fail to return the laptop within 10 days of my status change, the full replacement value of the computer will be applied to my student account. The replacement charge will not be refunded.**

I understand that if I am a part-time student or a non-degree-seeking student, my enrollment will end on the last day of the semester for which I'm enrolled, at which time I must return the laptop computer to TRC as specified above.

I understand that my laptop computer will become my personal property only upon graduation and upon completion of necessary transfer of ownership documents. If, for whatever reason, I cease enrollment at Berea College without graduating, I will return the laptop computer to TRC as specified above.

In the event (i) I return a laptop computer to TRC due to my ceasing enrollment, (ii) I return a temporary replacement computer or (iii) I return my laptop computer as part of an upgrade program, I agree that the computer will be returned in the same condition as when it was assigned to me except for ordinary wear. If any components are found to be missing or damaged when I return the laptop computer, I understand that I will be charged a fee based on the current TRC published component price list.

### **Network Access, E-mail and Personal Web Space**

I understand that I will be given a network ID and password which will provide me with access to the Berea College network and related resources, and an e-mail account and limited personal web publishing space for my use while enrolled at Berea College. I accept responsibility for all actions taken and messages sent from my account, and for all material posted to my personal web space. I understand that e-mail, personal web space, and other network resources are provided primarily for academic purposes, and that storage space is limited. I agree to comply with local, state and federal laws regarding the use of electronic media, copyrights, security, pornography, obscenity, privacy and harassment, and to refrain from propagating chain letters, virus hoaxes, and other inappropriate mass messages (e.g. "spamming").

### **Data Backup**

I will take responsibility for backing up all of my data files and other personal objects or programs. I understand that, should repairs be necessary or when I must return the laptop computer, data will not be recovered for me nor will data transfer services be available. I realize that during repair, the laptop computer hard drive may be erased and reloaded to its original configuration, and that I will be responsible for restoring any data files, customized settings and personal objects or programs.

### **Limitations of Liability and Changes to Policy**

I accept the computer "as is." In no event shall Berea College be liable to me or my guardian, personal representative, or heirs for any incidental, special, indirect or consequential damage of whatever nature arising out of any claim, whether in contract, or otherwise, alleging the College's failure to perform its obligations under this Agreement or its breach of any duty, common law or otherwise, owed to me. I understand that Berea College reserves the right to make amendments to this agreement when changes are made to policies regarding the student laptop program or to end the laptop program entirely at any time.

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*"Empowering a Dynamic Generation through Education."*

**Student Participation Agreement and  
Network / E-mail / Web Account Application Requirements  
Acknowledgement and Acceptance**

I have read, understand and will abide by the requirements outlined in the Student Participation Agreement and Network/E-mail/Web Account Application and the Berea College Computer and Network Policy, and I acknowledge that a laptop computer and associated peripherals have been checked out and issued to me.

_____	_____
Signature	Date

Please print.

_____	_____	_____
Full First Name	Full Middle Name	Full Last Name
_____	_____	_____
Preferred First OR Middle Name	Service Tag (from the bottom of computer)	
_____	_____	_____
Student ID Number	College PO Box Number	Contact Number
Please note below any defects or damage to the condition of this computer.		
_____		
_____		
_____		
_____		

**Please fill out all information, sign and return to a Berea College TRC representative.**