

## Lincoln Lutheran Device Lease Agreement 2022-2023

This device LEASE AGREEMENT (the "Agreement") is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Lincoln Lutheran Middle/High School (referred to herein as "the School", "Lincoln Lutheran", "we", or similar words), and the student named below (and, if such student is under 19, the student and parent or guardian named below) (referred to as "student", "you", or similar words).

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Student's Full Name (please print)

Student's Grade (fall)

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Parent/Guardian's Full Name (please print)

The School shall provide to the student the **Device** described below for the **Fee** and **Term** described below and on the other terms and conditions set out below and on the following pages and any attachment(s).

One (1) 64GB 9th generation iPad: s/n \_\_\_\_\_ id \_\_\_\_\_  
(make / model) (serial number) (asset id number)

The Device meets the requirements of Lincoln Lutheran's 1:1 Learning Initiative and includes the following accessories:

- Wall charger                       USB charging/syncing cable  
 Case                                       Insurance (accidental breakage and theft see section 4 )

The total **Fee** for the Device and related accessories is \$561.00. Of this amount the student will be responsible for \_\_\_\_\_% which equals \$\_\_\_\_\_. This amount will be paid over the **Term** of 33 months in 33 equal monthly payments of \$\_\_\_\_\_. Payments will be made through FACTS in conjunction with the student's normal FACTS schedule.

**IMPORTANT:** By signing this agreement and initialing all of the pages, you are agreeing to the terms and conditions of this full agreement; please read all of the pages carefully and ask us about anything you do not understand.

Initial this box to acknowledge that you have read this page:



### **1. Proper Care and Use:**

Student agrees to keep the Device in the case provided by Lincoln Lutheran or in a case that has received prior approval by Lincoln Lutheran's Technology Coordinator. If damage to the Device is the result of negligence (including but not limited to throwing a backpack containing the Device, Using the device without a case, intentionally harming the Device...) rather than the result of accident as determined solely by Lincoln Lutheran, the student will pay the cost to repair or replace the Device. The student will comply with all laws, ordinances, regulations and school policies relating to the possession or use of the Device.

### **2. Termination of the Lease:**

After the number of months set forth in the **Term** on the first page of this agreement have transpired, or the student is no longer enrolled at Lincoln Lutheran, or at any other time during the **Term** of the lease as determined by the student, the lease will be considered terminated, and the student must choose to purchase or return the device as set forth below:

#### **(a) Purchase the Device:**

Provided that lease payments have been made in accordance with the Agreement, and upon Lincoln Lutheran receiving the total **Fee** amount from the front of this agreement, the Device and all physical accessories may be purchased by the student for \$1.00.

#### **(b) Return the Device:**

Provided that lease payments have been made in accordance with the Agreement, the Student may elect to terminate the Agreement at any time by returning the Device to Lincoln Lutheran. If the Device is not returned in good repair, condition and working order with all accessories in good repair, condition and working order, and reset to remove all student data/accounts, the student will be charged a fee for any needed repairs. Such fee will not exceed the replacement cost of the Device and accessories. No refund will be made in the event that a student elects for early termination of this agreement by returning the Device to Lincoln Lutheran. Families who choose early termination via return of the Device to Lincoln Lutheran will not be eligible to lease devices from Lincoln Lutheran in the future except when a family returns the device because the student no longer attends Lincoln Lutheran.

### **3. Failure to pay the Fee (default):**

Failure to timely pay the portion of the **Fee** you are responsible for as set forth on the first page of this agreement (or to bring payments up to date within 14 days of receiving a past-due notice from Lincoln Lutheran) will be construed as the student choosing one of the termination options. In such case the student must either immediately purchase or return the device as set forth above. Failure to do so may result in criminal prosecution or civil liability.

### **4. Included Insurance:**

Insurance is mandatory on the Device and is included in the **Fee**. The student is responsible for paying a \$50 deductible for each claim filed. Broken devices should be returned to Lincoln Lutheran for claim processing. The following are covered under the insurance policy: accidental damage (drops/spills), cracked screens, theft, power surge due to lightning, and liquid damage. Grossly negligent or willful abuse, including using the device without the School provided case, as determined at the sole discretion of Lincoln Lutheran is NOT covered by the included insurance. Insurance covers the device only while it is under lease.

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**5. Lost or Stolen Devices:**

In the event that the Device is lost, the student will be responsible for the cost of replacing the Device. In the event that the Device is stolen, the student will be required to provide Lincoln Lutheran with a copy of the police report and the Device will be replaced by Lincoln Lutheran's insurance. The student remains responsible for the \$50.00 deductible.

**6. Loaner Devices:**

In the event that the Device needs to be repaired or replaced, Lincoln Lutheran will provide the student with a loaner device free of charge when they turn the Device over to Lincoln Lutheran for repair, upon receipt of a police report for a stolen device, or upon payment of replacement cost for a lost device. Loaner devices will meet the requirements of Lincoln Lutheran's 1:1 Learning Initiative, but will not necessarily be the same make/model of device provided for in this Agreement. Any loaner device is subject to the same requirements as the Device under this Agreement. Students will remain responsible for renting loaner devices in the event of forgotten or uncharged devices.

**7. Required Software:**

The Device may require Lincoln Lutheran's Mobile Device Management software be installed. If the software is installed, the software must remain installed during the lifetime of this Agreement. Lincoln Lutheran reserves the right to install Mobile Device Management software or any other software at any time during the lease **Term**.

**8. Updates/Maintenance:**

Upon request the Device must be returned to Lincoln Lutheran to provide any maintenance or updates to insure that the Device performs well on Lincoln Lutheran's network. Routine updates are the responsibility of the student.

**9. Things lawyers said we should include:**

(a) Lessee shall and hereby does indemnify Lessor from and against and holds Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities whatsoever, including attorneys' fees, caused by or to Lessee, its employees or any third party, arising out of, connected with, or resulting from the possession, use, operation, maintenance, repair of or failure to maintain the Device by Lessee or any breach by Lessee hereunder.

(b) For the purposes of this Agreement, "Family" shall include all parents and siblings, whether biological or adopted, and whether or not through marriage such as a step-parent or step-brother, foster parents and all legal guardians.

(c) This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

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**9. Things lawyers said we should include (continued):**

(e) All notices, requests, demands or other communications hereunder (including notices of all asserted actions, claims or demands) shall be in writing and shall be deemed to have been duly delivered upon personal delivery, twenty-four (24) hours after deposit with a reputable overnight courier service, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid, to the addresses set forth in the signature line below.

(f) No waiver of any breach of any warranty, representation, covenant or other term or provision of this Lease shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other warranty, representation, covenant or other term or provision of this Lease.

(g) This Lease contains the entire agreement between the parties hereto with respect to the transaction contemplated hereby, superseding all prior agreements or understandings, written or oral, and shall not be changed or terminated except by written amendment signed by all the parties hereto.

In witness whereof, the parties have each agreed to execute this Lease as of the date first written above.

\_\_\_\_\_  
(student)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(parent or guardian)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Lincoln Lutheran)

\_\_\_\_\_  
(date)

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