



**Borrower's Responsibility Form**

**EIC Laptop Computer Loan Agreement**

Last Name, First Name: \_\_\_\_\_

As the Borrower, you have been provided with the loan of a Laptop computer. This agreement between you and Florida International University outlines your rights and responsibilities. By accepting possession of the Laptop, the Software, and the related Peripherals such as manuals, cables, network card, etc., I hereby agree to the following terms and conditions:

I understand that I only have the right to use the borrowed Laptop during my attendance at FIU. I understand that I must comply with software license agreements. I shall not sublease, sell or otherwise grant any individual or business any right or security interest to the Laptop.

I acknowledge my responsibility for the Laptop at all times during the course of this Agreement and therefore understand that I shall not allow any other person to have access to the Laptop. I will adhere to all of FIU's rules and regulations governing the use of this Laptop and the FIU network.

This includes but is not limited to: refraining from using the Laptop to obtain, deliver, or create obscene or ethnic slur messages, pictures, or descriptions or to participate in illegal activities that may violate the College's rules and regulations. I certify that I have read the rules and regulations (initial       ).

I further agree not to violate the laws of any state or of the United States with regard to trademark, copyright, patent, libel, slander, privacy of electronic data communication (the Electronic Communications Privacy Act of 1986) or the Communications Decency Act of 1996. In the event I use the Laptop in a manner unrelated to my attendance at FIU, I agree to defend, indemnify, and hold the Engineering College and FIU harmless from any and all claims based on or related to the use of the Laptop, including liability for property damage and claims of third parties. Illegal activities include the downloading or copying of unauthorized, unlicensed or pirated software.

The Borrower assumes all responsibility for any damage, loss or theft of the Laptop. All costs associated with the loss, theft or damage to the Laptop while on loan to the Borrower shall be the sole obligation of the borrower and shall be billed to the Borrower's student account, subject to all collection costs, including attorney's fees, and the withholding of transcripts and degrees until this financial obligation is met.

**Repairs:** I acknowledge that I am responsible for the cost of any needed repairs not covered by warranty including shipping costs, etc (initial       ). Each student is responsible for the care and safekeeping of his or her Laptop and any loss or damage to it. The Laptop must be kept in good working condition.

**Theft:** I acknowledge that in the case of theft I am responsible for the replacement cost of the new Laptop (\$1,000.00). In the case of theft on campus, the student is responsible for contacting **FIU Public Safety immediately upon discovery**. Public Safety will contact the local police having jurisdiction. In the case of theft off-campus, the student is responsible for contacting the local police having jurisdiction and must also report the theft to FIU Public Safety. The student must obtain and supply to EIC FIU's Public Safety report (ready for release within 24 hours) and the report from the local police having jurisdiction (both copies must be signed by the student).

**Return Policies:** I agree to return the Laptop to EIC, in the same condition as on the Agreement beginning date. **I understand that FIU may assess me a late fee of \$25.00/day** if I fail to return the laptop on the agreed upon due date. If the number of days past due is unreasonable at the EIC's discretion, I understand **FIU may charge me the equivalent to the cost of a new Laptop (\$1,000.00)** and or seek criminal prosecution or civil damages if I do not return the Laptop on or before its due date (initial       ). If I withdraw (or am dismissed) from FIU, I agree to return the Laptop to EIC on the date of withdrawal (dismissal) (initial       ).

**I authorize the Engineering Information Center (College of Engineering) to charge any liabilities arising under this Agreement against my student account at Florida International University (initial       ).** I also understand that it is my responsibility to give written notice to EIC if I have an address change or withdraw (or am dismissed) for any reason from Florida International University.

PantherSoft ID:	_____
Driver License:	_____
Permanent Address:	_____
Work Phone:	_____
Home Phone:	_____
Cell Phone:	_____
Witness:	_____

**Borrowers Signature X** \_\_\_\_\_ **Date:** \_\_\_\_\_  
By signing above, I acknowledge reading and understanding this contract and its implications