

FRED Laptop Student Agreement

Terms and Conditions

January 2021

Rev. 03.30.21

Throughout the term of this agreement, Faculty Student A	Association shall be referred to as FSA
By accepting possession of the laptop computer, accessor	ories and software ("equipment" and
any replacement equipment) from FSA, I	,(the student), agree to the
following terms and conditions:	

- 1. I do not own the equipment until I have made the final laptop payment in accordance with the payment plan I agreed to with the FSA; I only have a "license" to use it;
- 2. The term of this agreement shall be from the date of issuance and my acceptance of the equipment, until the termination date as hereinafter defined. For the purposes of this agreement, the termination date shall be the date of the day prior to my graduation, the date I no longer attend State University of New York at Fredonia ("SUNY Fredonia") for any reason other than graduation, or the date that the equipment is paid for in full or returned to FSA in accordance with any return policy or instructions given to me;
- 3. If I fail to return or pay for the equipment in full and in accordance with the payment plan I agreed to by the termination date, I understand that I may be subject to the State University of New York (SUNY) collection policies in accordance with New York State Finance Law Section 18. I also understand that I may face civil liability, and I will be assessed the full replacement cost of the equipment, collection fees, and late fees. Upon returning the equipment I am required to have all equipment in good working condition. Returning of equipment after the termination date does not remove the financial obligation of the contract. If I return the equipment before the termination date, I am still responsible for all contract payments incurred up to the return date.
- 4. Throughout the term of this agreement, I shall use the equipment in accordance with my agreement with FSA and any applicable SUNY Fredonia policies for appropriate use of equipment and resources. No right, title or interest in the equipment shall pass to me until the financial obligations under the contract have been paid in full. The equipment is for my sole use and may not be lent to or left in the custody of other persons. Likewise, it may not be sold or otherwise pledged or transferred;

- 5. I understand that all repairs and upgrades (hardware/software) must be made by an authorized warranty provider. Limited technical support will be available through the SUNY Fredonia ITS Service Center. I understand that no user repairs or outside third-party services or repairs are authorized or permitted. I will not perform any hardware upgrades, until the equipment is paid in full and ownership has been transferred to me. I shall not disassemble the equipment for any reason nor will I allow anyone else to do so. I understand I will be liable for all alterations, additions, and any changes made to the equipment not performed by an authorized warranty provider. I understand that my laptop has four years of limited warranty support through the manufacturer and may include a deductible for certain repairs;
- 6. I understand that any incidence of theft of the equipment must be immediately reported to the police jurisdiction where the theft occurred and FSA. FSA must be provided a copy of the theft report, no later than 24 hours after the theft is discovered. I also understand that I will be financially responsible for any remaining balance due on the laptop in the event of theft or loss;
- 7. I assume and shall bear the risk of loss, damage, theft or destruction, partial or complete, of the equipment, except normal wear and tear, from and after the date of delivery to me until the equipment is returned to FSA as instructed or the equipment is paid off in full. I assume and shall bear the risk of any loss or damage arising from my use of the equipment, hardware, software or peripherals including, but not limited to, malware, identity theft, security breaches or loss of data. I agree to indemnify and hold FSA harmless from and against any third-party claims arising from my use of the equipment in a manner that violates this agreement, SUNY Fredonia policy, or applicable law including but not limited to failure to comply with any applicable software license agreements. ALL EQUIPMENT AND SOFTWARE IS PROVIDED "AS-IS". FSA DISCLAIMS ANY AND ALL WARRANTIES WHATSOEVER WITH RESPECT TO THE EQUIPMENT AND SOFTWARE PROVIDED INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Student Signature	Date	FSA Signature	Date	
Print Name		Print Nai	Print Name	

NOTE: Students that participate in the Fredonia Laptop Program will be required to sign a hard copy of the FLP Student Agreement when picking up the laptop from FSA.

For Procurement and Laptop Pick-Up questions:

Faculty Student Association (FSA) 280 Central Ave Gregory Hall Fredonia, NY 14063 (716) 680-6228 fsa@fredonia.edu

For Help Desk support, assistance with accessibility, special accommodation requests, returns, repairs, and FAQs:

ITS Service Center 280 Central Ave Thompson Hall Fredonia, NY 14063 (716) 673-3407 its.servicecenter@fredonia.edu