

LAPTOP RENTAL AGREEMENT

PLEASE READ CAREFULLY THEN SIGN

1. Eligibility: Laptop rentals are only available to current Washington State University (WSU)-Pullman students. If Renter is no longer a student at WSU-Pullman, the rented equipment is due and must be returned no later than 5:00 PM on the last day the Renter is registered as a student.

2. Rates: Rental rates (including sales tax) are: \$40.00 per first 7 days; \$10.00 per each additional 7 days; \$10.00 credit for re-renting same laptop. Payment in full is due at time of rental. CougTech accepts ONLY Cougar Cash for rental payments.

3. Late Fees: Late fees of \$10.00 per 24-hour period beginning at 5:00 PM on the due date shown above will accrue for any rented equipment not returned by 5:00 PM on that due date. Renter must pay any late fees with Cougar Cash or have the late fees applied to his or her student account. If Renter chooses to pay the late fees by Cougar Cash, then the transaction will be completed at the time the rented property is returned. If Renter chooses to pay the late fees through charging his or her student account, then the fees will be applied to Renter's student account within 5 business days of the time of the return of the equipment. A hold will be placed on the Renter's student account if all fees have not been paid by the last day of the semester. This hold will be lifted once all fees are paid. All late fees include sales tax.

4. Non-Returned Rental Equipment Fee: If Renter does not return all rented equipment from weekly, monthly, and semester rentals by 5:00 PM on the last day of the semester in which the equipment is rented, or by 5:00 PM on the last day the Renter is a registered student (whichever is sooner) The CougTech manager will send to the Renter's Pullman and Home addresses as designated above by the Renter, a written notice requesting the return of the rented equipment. If the rented equipment is not returned within 10 days of the date of that notice, the Renter will be assessed a Non-Returned Rental Equipment Fee of \$1,300.00, or an amount equal to the original price paid by WSU for the equipment, whichever is more. If a Renter is charged the Non-Returned Rental Equipment Fee, that fee will be added to either: the late fees that accumulated, after the rental equipment was originally due or two hours of ITS standard labor charge, whichever is greater. This Non-Returned Rental Equipment Fee rate includes sales tax.

5. Repairs: If any repairs are required to the rented equipment during the rental term, Renter must contact CougTech to arrange for a time to bring the rented equipment in to CougTech and CougTech will determine, in its sole discretion, how to proceed with the repairs.

6. Condition of Rented Property: Renter agrees that he or she has fully accepted and takes possession of the rented property and acknowledges the rented property to be satisfactory and suitable for the purpose the Renter intends, in full compliance with the terms of this Laptop Rental Agreement, and in good condition and repair.

7. Renter Responsible for Cost of Damage or Loss: All rented equipment is inspected for damages when checked out and checked-in, and is further inspected within 10 business days of check-in/return for hidden and/or internal damage. Any damage or loss that occurs to any of the rented property while in possession of the Renter is the financial responsibility of the Renter and the cost to repair or replace any damage will be applied as a fee to the Renter's student account. Determination of these fees for

damage or loss will be within the sole determination and at the discretion of WSU. All damage or loss related fees will be added to the original Laptop Rental Agreement, a notice of the fees will be emailed to the Renter, and the fees will be applied to Renter's student account within 10 business days of determination of the cost of damage or loss. A hold will be placed on the Renter's student account if all fees have not been paid for by the last day of the semester. This hold is lifted once all fees are paid.

8. Compliance With Laws and Policies: Renter agrees to use the rented equipment in compliance with all applicable local, state and federal laws, including but not limited to copyright laws. Renter must follow all WSU policies applicable to the rented equipment, including but not limited to the WSU "Computer and Network Use Policies," available online at infotech.wsu.edu/Policies/ComputingNetUse.aspx

9. Title: Title of the rented equipment is owned by WSU.

10. Usage Charges: WSU is not responsible for any Internet usage charges incurred by the Renter..

11. Data: WSU is not responsible for any files lost during the rental period or after the laptop is returned. The Renter's data is the Renter's responsibility and WSU cannot be held responsible for any loss of information by the Renter. All data will be erased upon return of a rental unit.

12. Indemnification/Hold Harmless: Renter assumes liability for and agrees to defend, release, indemnify, and hold WSU harmless from any and all claims, liability, losses, costs, expenses, or damages of every nature (including, without limitation, fines, forfeitures, settlements, penalties, and attorneys' fees) by or to any person whomsoever, arising out of or related in any manner to this Laptop Rental Agreement, the rented property, and/or the Renter's use of the rented property, except that caused by the sole negligence of WSU. Renter agrees that WSU shall not be held liable to Renter for any representation, claim, expense, or loss directly or indirectly caused by any person, including WSU, or in any way related to the rented property.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Washington, and venue for any action brought hereunder shall be in the Superior Court for Whitman County.

14. No Warranties: WSU assumes no responsibility for the condition, safeness, usability, repair, fitness, or merchantability of the rented property and makes no representations or warranties, express or implied. No warranty is implied for hardware, software, or accessories rented.

15. Termination: WSU may terminate this Agreement and demand the return of the rented equipment at any time, without cause, upon ten (10) days' notice to Renter, which notice will be emailed to the address specified above.

(Return Inspected by CougTech Staff (Name)_____Date ___/___/____ Notes:_____)

By signing below, you (Renter) verify that you understand and agree to all the terms and conditions in this Laptop Rental Agreement: