

**Peralta Community College District  
Chromebook Loan Agreement**

This Chromebook Loan Agreement (the “Agreement”) is entered into effective as of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between the Peralta Community College District (the “District”) and \_\_\_\_\_ (the “Student”). The District and the Student may each be individually referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, the District is the owner of certain Equipment described in Section 1 of the Agreement, and Schedule 1 to the Agreement (incorporated herein by reference);

**WHEREAS**, Student desires to borrow the Equipment from the District under the terms and conditions set forth in the Agreement; and

**WHEREAS**, District desires to loan the Equipment to Student under the terms and conditions set forth in the Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Equipment. The District hereby loans and Student hereby borrows a Chromebook and a power cord (the “Equipment”). Student has no ownership, interest in, and no right to title in the Equipment.
2. Term. This Agreement shall be for a term of \_\_\_\_\_ ( \_\_\_ ) months, which shall commence on the Effective Date and shall, unless terminated earlier as provided in this Agreement, terminate on \_\_\_\_\_, 20\_\_ (the “Term”).
3. Use of Equipment. The Equipment is for the sole use of the Student to whom it is issued and is non-transferable. Student shall exercise all due and reasonable care in the operation, use and maintenance of the Equipment. Student shall not use, and shall not permit others to use, the Equipment in any manner that would: contravene applicable laws, rules, regulations and other governmental directives; would violate the terms of any manufacturer’s or like warranty; or would contravene the manufacturer’s reasonable operational standards for the Equipment. Student is responsible for complying with any and all hardware, software, and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections. Violations of such licenses, terms or laws shall constitute a violation of this Agreement. If the District notifies Student of any additional operational standards, Student shall adhere to such standards in the operation of the Equipment.
4. Depreciation. The District accepts and acknowledges reasonable and normal wear and tear, and depreciation in the value of the Equipment. The replacement cost of the Equipment is three hundred dollars (\$300), and Student is liable for such cost if Student fails to return the Equipment on or before the date scheduled for return listed on Schedule 1.

5. Damage. Student shall be responsible for any damage to the Equipment. If the Equipment is damaged, Student shall promptly notify the District within 48 hours of such event and contact \_\_\_\_\_ . The District will not accept the cost of damage to the Equipment where:
  - a. Student's negligent use or misuse caused damage to the Equipment;
  - b. Damage to the Equipment was intentional; or
  - c. The damage, depreciation, or wear and tear was outside the terms of this Agreement.
  
6. Lost or Stolen Equipment. In cases where the Equipment is lost or stolen, Student must file a police report and contact \_\_\_\_\_ within 48 hours of the loss or theft. If the theft occurred on campus, Student must notify Peralta Police Services at \_\_\_\_\_ within 48 hours of the loss or theft. After filing a police report, Student must provide the District with a copy of the police report.
  
7. Rules of Equipment Operation. Student will abide by the following use policies:
  - a. The Equipment and associated software are to be used for acceptable educational purposes only.
  - b. The Equipment is for the sole use of the student whom it is issued to and is non-transferable to anyone else.
  - c. Unauthorized use of the Equipment and associated software is cause for disciplinary action as outlined in the Peralta Community College District Board Policy 5500 Student Standards of Conduct, and Administrative Policy 5500 Student Standards of Conduct, Discipline Procedures and Due Process.
  - d. The Equipment is to be used for college-related assignments and homework. Incidental personal usage may be tolerated, but does not relieve Student of Student's responsibility to exercise all due and reasonable care in the operation, use and maintenance of the Equipment.
  - e. Student may only use software that is already available on the issued Equipment. Student shall not modify, or attempt to modify, the Equipment configurations or software. If Student requires additional software as a reasonable accommodation for a documented disability, the Student must contact \_\_\_\_\_ .
  - f. The Equipment shall not be used for sexual harassment or any harassing or discriminatory behavior based on age, race, religion, color, gender identity, gender expression, sexual orientation, ancestry, citizenship, national origin, military or veteran status, disability, marital status, pregnancy, medical condition, or immigration status. This includes intentionally accessing websites that endorse or present such harassing or discriminatory materials.
  - g. Using the Equipment to access, view, or display sexually explicit materials is strictly prohibited.
  
8. Delivery and Acceptance. By signing this Agreement, Student acknowledges receipt of the Equipment in good condition and working order, and Student will verify the correctness of the serial number and District equipment number. Student agrees to return the Equipment at the end of the loan period, which will be listed on the bottom of this Agreement. Student understands that by accepting the Equipment that a temporary hold will be placed on Student's

account, and such hold will be removed when the condition of the returned Equipment is verified.

9. Termination. The District may terminate this Agreement at any time upon thirty (30) days prior written notice to Student. The District may terminate the Agreement immediately upon notice that Student breached the terms or conditions of this Agreement, District Board Policies, District Administrative Procedures, or applicable laws or ordinances. In the event that Student is no longer enrolled at one of the colleges in the District, the Student has 48 hours within which Student must return the Equipment to the location described in Schedule 1.
10. Indemnification. Student shall indemnify, defend and hold District and its trustees, administrators, employees, agents and contractors harmless from all losses, liabilities, actions, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees and investigative fees) arising out of the use of the Equipment and all acts and omissions related thereto.
11. Entire Agreement. The Agreement is intended by the Parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms and conditions. The Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the Parties, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended only in writing duly executed by all Parties. If a court or arbitrator of competent jurisdiction holds any provision of the Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of the Agreement shall not be affected. If any inconsistency exists or arises between a provision of the Agreement and a provision of an exhibit, schedule, or other incorporated writing, the provisions of the Agreement shall control.
12. Assignment. This Agreement may not be assigned by a Party without the prior written consent of the other Party. Any assignment attempted to be made in violation of this Agreement shall be void.
13. Governing Law; Consent to Jurisdiction. The internal laws of the state of California shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Alameda County, California.

The effective date of this agreement is \_\_\_\_\_, 20\_\_\_\_, and shall last until \_\_\_\_\_, 20\_\_\_\_\_.

Student Signature \_\_\_\_\_ Date \_\_\_\_\_

District Authorized Official \_\_\_\_\_ Date \_\_\_\_\_

**Peralta Community College District  
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**Schedule 1**

**Name of College:** \_\_\_\_\_

**Description of Equipment:** AMD A4-9120c, 14 FHD IPS Touch Display, Chrome OS, 4 GB  
Memory, 32GB

**Issued Chromebook Serial Number:** \_\_\_\_\_

**Issued Chromebook Equipment Number:** \_\_\_\_\_

**Date Issued:** \_\_\_\_\_

**Location for Return:** \_\_\_\_\_

**Date Scheduled for Return:** \_\_\_\_\_

**Date Returned:** \_\_\_\_\_

**Condition of Equipment Upon Return:** \_\_\_\_\_