



# PENNCREST

EMPOWERING LIFE-LONG LEARNERS

## AGREEMENT FOR USE OF SCHOOL PROPERTY

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the PENNCREST School District and \_\_\_\_\_ (“Responsible Party) who resides at \_\_\_\_\_ (address). WHEREAS, Responsible Party is the parent or legal guardian of: \_\_\_\_\_ (“Student”).

WHEREAS, PSD has agreed to permit the student to use certain computer equipment to facilitate the Student’s education during enrollment with PSD.

WHEREAS, Responsible Party is willing to accept responsibility for the Property set forth below, subject to the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Responsible Party, the parties intending to be legally bound hereby agree to the following:

**1. Use of Property.** PSD shall permit the Student and the Responsible Party to use the equipment listed on the attached Property Schedule (collectively the “Property”) solely for the education of the Student while enrolled at PSD and for no other purpose.

**2. Term.** This Agreement, unless extended in writing by all parties, shall expire upon the earlier of: (I) Student’s termination of enrollment at PSD or June 30 20\_\_\_\_. Notwithstanding the foregoing, PSD reserves the right to terminate this Agreement immediately. Responsible Party shall return all of the Property to PSD within five (5) days of the termination date.

**3. Legal Title to Property.** Legal title to all of the Property shall at all times remain solely in PSD or its designee. Neither the Responsible Party nor the Student shall have any right to the Property except under this Agreement

**4. Condition of Property at Commencement of Term.** Responsible Party agrees to complete, sign, and return the attached Textbook & Technology Loan Forms to PSD. This Form serves to acknowledge receipt of the Property and to affirm that the Property is in satisfactory operating condition upon receipt.



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**5. Responsibility for Property.** Responsible Party will maintain the Property at the Responsible Party's residence set forth above. Responsible Party shall not move the Property from Responsible Party's residence without written approval from PSD. In the event Responsible Party intends to move or change addresses during the term of this Agreement, Responsible Party agrees to provide thirty (30) days written notice and the new address to PSD. Failure to provide PSD advance notice of any movement of the Property from the Responsible Party's residence set forth above may result in the termination of this Agreement. Responsible Party shall be solely responsible for the Property until it is returned to PSD), and shall take all reasonable precautions to protect the Property. Responsible Party agrees to inform PSD) of any loss or damage to the Property from any cause whatsoever, except normal wear and tear, within three (3) days of the loss or occurrence of damage.

**6. Maintenance and Repair.** Upon termination of this Agreement for any reason, Responsible Party shall deliver the Property to PSD in the same condition, normal wear and tear excepted, as when delivered to Responsible Party. Responsible Party shall be liable for any and all damage caused by accident, negligence, fire, theft, the elements, or any other cause. Responsible Party will proactively follow all instructions for Property requiring repairs as directed by PSD.

**7. Use of Property.** Responsible Party agrees that (1) all Property shall be used in accordance with PSD rules and all usage of the Property shall be subject to PSD rules and regulations regarding Acceptable Use of Internet, Computers and Network Resources, School Board Policy 815, any unacceptable usage of the Property and/or violation of PSD rules and regulations regarding the Property or Network/Internet protocol may result in the immediate termination of the Agreement.

**8. General Indemnity.** You agree to indemnify, defend and hold harmless us, our employees, officers, directors, agents, assignees, and all affiliated companies and/or entities, from and against any and all claims, actions, suits, proceedings, costs, expenses (including, without limitation, courts costs, witness fees and attorneys' fees), damages, obligations, judgments, orders, penalties, fines, injuries, liabilities, and losses, including, without limitation, actions based upon PSD strict liability in tort ("claims") arising directly or indirectly out of or in connection with any matter involving this Agreement.

IN WITNESS WHERE OF, each party has caused this Agreement to be duly executed as of the day, month, and year first above written.

**WITNESS:**  
\_\_\_\_\_  
PENNCREST School District  
By: (Signature) \_\_\_\_\_  
Chief Administrative Officer

**RESPONSIBLE PARTY:**  
By: (Signature)  
\_\_\_\_\_