

**CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS  
TECHNOLOGY CHECKOUT PROGRAM (TCP)  
Master Rental Agreement  
July 1, 2017 – June 30, 2018**

**INTRODUCTION**

These are the terms and conditions for the TECHNOLOGY CHECKOUT PROGRAM (TCP) Master Rental Agreement for the fiscal year noted above. This agreement sets forth the conditions and responsibilities for the checkout of laptops and iPads (hereafter referred to as "device"), including all such device's parts, by currently enrolled California State University, Dominguez Hills ("CSUDH") students participating in the TCP. This Agreement is between the person signing the TCP Master Rental Agreement ("You" or "Your") and CSUDH and governs all device rentals from CSUDH University Library. You agree to the Terms and Conditions hereinafter set forth, as well as the terms of the TCP Agreement including the TCP rules and conditions incorporated herein, the separate rental check-out/check-in form signed by you and any document with the final charges.

**NATURE OF THIS AGREEMENT**

You guarantee that the device will be operated as required by this Agreement. Except for ordinary wear and tear, you must return the device in the same condition you received it. All devices are the property of California State University, Dominguez Hills. The device must be returned to the designated location in the University Library ("Library") by the agreed upon return time (or earlier if requested by the Library or CSUDH), and pay any fees and charges incurred under this Agreement related to damage, late return, missing parts or failure to return the device. You agree to defend, indemnify and hold CSUDH harmless from and against any and all loss liability or damages whatsoever, caused by or arising out of maintenance, use or operation of the device during the rental. You agree to utilize the device in accordance with all state and federal laws. You acquire no title to the device, and no one, other than CSUDH, may transfer it. You will not install permanently software or applications, remove software or applications, tamper with or reconfigure the operating system or components, remove the wireless card, alter any settings or attempt to repair the device without the consent of CSUDH. Further, you agree to stop using the device if the operating system reports irreparable hardware failure and to inform the Library staff of the problem as soon as possible. These devices are intended to be used for casual internet access via a CSUDH wireless network for current undergraduate and graduate students. Attempts to use the device for any other purpose may result in immediate revocation of your privilege under this agreement and may result in fees for damage caused to the device. CSUDH MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE DEVICE FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL CSUDH BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED DIRECTLY OR INDIRECTLY TO YOUR USE OF THE DEVICE.

**TERMS AND CONDITIONS**

1. My signature on this TCP Master Rental Agreement evidences I have read, understand and agree to this program's rules and conditions. All information provided by me on this agreement is true and correct.
2. I understand by submitting this signed agreement, I am requesting CSUDH to accept me as a TCP enrollee. CSUDH in its sole discretion may elect not to accept my application for use of the device checkout program without explanation to me. Issuance of a device, with or without any corresponding written notice, shall be acceptance by CSUDH of my application for rental.
3. Any use of a device shall be governed by the terms and conditions of this agreement, as well as the Property Loan Form signed by me at the time of each rental.
4. CSUDH reserves the right to permanently and/or from time to time, change, modify, restrict, suspend and/or terminate this TCP Master Rental Agreement.
5. I understand that my TCP enrollment is limited to my exclusive use and is not transferable.
6. Failure to return the device in the condition received will result in the assessment of damage charges by CSUDH up to and including the full cost of replacement of the device. CSUDH reserves the right to assess charges for the damage identified after the device is returned and check-in process has been completed. Failure to pay any fees or charges may result in a hold being placed on your records pursuant to California Code of Regulations, Title 5, Section 42380 et seq.

7. Should I violate any TCP rules and conditions, CSUDH, in its sole discretion, may terminate my enrollment in the TCP. Further, CSUDH, in its discretion, may terminate my enrollment in the TCP if: (i) I have provided any information on the TCP Agreement or in connection with any aspect of the TCP, which is not true or correct; or (ii) any rental device provided to me under the TCP is damaged, abandoned, lost, found to have been illegally used while checked out to me, or used in violation of the TCP Master Rental Agreement or the Use Agreement.
8. I acknowledge the availability of TCP and wireless internet service is restricted to the California State University, Dominguez Hills campus and may not be available at all times.
9. Hardware may not, in any way, be damaged, removed or adjusted. Doing so will be considered unauthorized use of CSUDH equipment and may result in disciplinary actions, fines, or other penalties.
10. The devices available for checkout through the Library may be used only after proper training has been completed. If you do not know how to use a program, don't use it and ask for assistance. It is important that you clearly understand how to use these devices.
11. No files are to be stored on the device. Any files saved to the device are subject to removal by technical support staff.
12. All CSUDH devices are subject to routine auditing by technical support staff to ensure that there has been no unlawful use of such equipment.
13. Please keep food and drink away from the device.
14. If equipment is not operating properly, you agree to notify the Library Technology Checkout Program Office immediately.
15. CSUDH is not responsible for any loss of data incurred in the event of system failure.

#### **INAPPROPRIATE USE OF DEVICES**

- Offering pirated computer programs or links to such programs.
- Offering information used to circumvent manufacturer installed copy-protected devices (including serial or registration numbers for software programs) or any type of hacker utilities.
- Gathering personally identifiable information for unlawful purposes, with or without consent and statement of intention of use for commercial purposes.
- Accessing or generating materials containing any kind of nudity or pornographic content, as well as any material exploiting children under 18 years of age.
- Inappropriate disclosure of any personally identifiable information belonging to children.
- Generating, accessing or distributing material that is defamatory, trade libelous, unlawfully threatening, unlawfully harassing or otherwise unlawful.
- Infringing on intellectual property, including patents, copyrights, trademarks, or trade secrets.
- Displaying any kind of commercial sponsorship or ad banner, including those generated by banner or link exchange services, not sponsored by the Library or CSUDH.
- Conducting raffles or contests that require any type of entry fee.
- Using your email account to facilitate distribution of, or responses to unsolicited email.

**CHARGES AND FEES** (Initial that you understand and agree to each item)

\_\_\_\_\_ The TCP is made available at no cost for the agreed checkout period of 1 week (seven days) for the device. **\$10 a day** will be charged for late laptop or iPad returns. I understand that if the device is late more than 14 days it will be considered **lost and I will be charged the full price.** Payments must be made at the Cashier's Office and a receipt submitted to the TCP. I understand that I will be suspended from the program until all fees are paid in full.

\_\_\_\_\_ I understand that I am responsible for devices that are damaged while in my possession. I understand there will be a **minimum \$20 administrative fee** to cover repair costs. Additional fees may incur if warranted. I also understand that I will be suspended from the program until all fees are paid in full.

\_\_\_\_\_ If I fail to pay any fees or sums payable to CSUDH pursuant to the TCP Master Rental Agreement or the Use Agreement, including any charges or fees for damage or failure to return the device as agreed, or otherwise fail to fully abide with the TCP rules and conditions, I understand that CSUDH will place a hold on my records with the University pursuant to California Code of Regulations, Title 5, Section 42380, et seq., until all fees and charges due are paid in full. All charges are subject to final audit. If errors are discovered, I will pay the corrected amount due.

\_\_\_\_\_ I understand that all Library Laptops have a program installed called **DeepFreeze** that will revert the laptop to its **original configuration** after a shutdown or restart and erase all contents that I have added to the desktop or C:drive. A restart may be initiated by the computer, so I agree to save my information to a flash drive, cloud storage or email it to myself. In addition, files and programs installed on laptops or iPad will be erased immediately after check in. The file cannot be restored.

\_\_\_\_\_ **Student Name (Please Print)**

\_\_\_\_\_ **Campus I.D. #**

\_\_\_\_\_ **Driver's License/State I.D./International I.D.**

\_\_\_\_\_ **E-Mail (As identified in MyCSUDH)**  
@toromail.csudh.edu

\_\_\_\_\_ **DL Expiration Date (if no DL, give birth date)**

\_\_\_\_\_ **E-Mail (Secondary)**

\_\_\_\_\_ **Address**

\_\_\_\_\_ **Day Phone Number**

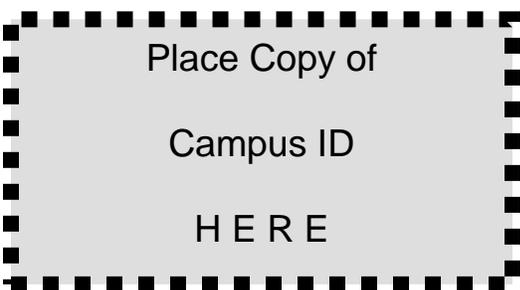
\_\_\_\_\_ **Address (Apt #, Suite)**

\_\_\_\_\_ **Evening Phone Number**

\_\_\_\_\_ **Address (City, State, Zip)**

\_\_\_\_\_ **Student Signature**

Office Use Only	
Date	Received By
Time	Staff Initials
Enrollment Verified By	Fall 2017 <input type="checkbox"/> Units
	Spring 2018 <input type="checkbox"/> Units
Staff Initials	



Laptop       iPad  
 If no device type is chosen, student will be assigned a laptop (applies to first checkout only)