MNSU Mankato Student Laptop Checkout Agreement

This Agreement is made between Minnesota State University Mankato (MNSU) and the Student (Student) designated below.

# RECITALS

The purpose of this Agreement is to provide a technology package that includes the temporary use of a Laptop device, technical support, and the use of MNSU licensed software.

# TERMS

In consideration of the mutual covenants and conditions contained in this Agreement, MNSU and Student agree as follows:

1. **Description of Equipment:** MNSU agrees to provide Student with a fully configured laptop device.
2. **Term:** As long as Student has possession of the laptop device provided by MNSU, they are bound by the terms of this agreement.
3. **Consideration:** Student is enrolled during the 2025-26 academic year. There is no cost associated with checkout of the laptop device during the checkout period, except as described in Section 5 below.

# Use and Alterations

* 1. Student agrees to use the laptop device in a careful and lawful manner and shall not make any alterations, additions, or improvements to the physical state of the laptop device without prior written consent of MNSU. Prohibited alterations include, but are not limited to, the additional memory or Input/Output (I/O) devices. MNSU reserves the right to charge the Student a fee for the cost of restoring the laptop device to its original configuration and condition.
	2. Student shall not remove or alter any State of Minnesota, MNSU, and/or MNSU’s Service Provider’s identification labels that are attached to or displayed on the laptop device and associated peripherals.
	3. Student shall not add any stickers to the laptop device.

# Lost, Stolen and Damaged Equipment

* 1. Student shall take reasonable and prudent care to maintain the laptop device and assorted components in a safe and secure manner. The Student is responsible for the full replacement cost of the laptop device and/or components that are lost. The replacement cost will be no more than $1,000.
	2. In the event that the laptop device is stolen, the Student is responsible to provide an official police report to MNSU within two business days of the incident. In addition, a fee of full replacement cost will be charged to the Student’s account.
	3. In the event that the laptop device is damaged during the checkout period, the Student shall be responsible for the full replacement cost that will be charged to the Student’s account. The replacement cost will be no more than $1,000.

# Assignment and Compliance with Applicable Law and Policy

* 1. Student shall NOT assign, pledge, or transfer any interest in this Agreement or in the device, including all attachments and components. Student shall not lend the device to others for any purpose.
	2. Student agrees to use the laptop device only in connection with his/her attendance at MNSU. Student should not use the device to run a personal business or illegal activities as defined by State or Federal Law.
	3. Student agrees to comply with and adhere to Minnesota State Colleges and Universities (Minnstate) Board Policies and MNSU’s regulations and policies governing the use of the laptop device and components. Minnstate Board policy for Acceptable use of Computers and Information Technology Resources can be found at [http://www.mnscu.edu/board/policy/522.html.](http://www.mnscu.edu/board/policy/522.html)
	4. Student agrees to comply with State and Federal laws and regulations including, but not limited to, laws of libel, data privacy, copyright, trademark, gambling, obscenity, and child pornography; the Federal Electronic Communications Privacy Act and the Computer Fraud and Abuse Action, which prohibit “hacking” and similar activities; and State computer crime statutes.

# Indemnity

* 1. Security of data transmitted through or stored on the laptop device cannot be guaranteed. Entering and storing any personally identifiable information on the laptop device by Student is done at Student’s own risk.
	2. MNSU and Minnstate are not responsible for injuries, damages, penalties, or losses, including legal costs and expenses incurred by the Student or other person due to installation of software, transporting the laptop device or any other use of equipment described herein. MNSU and MnSCU are not responsible for unauthorized use of the device. Student shall indemnify MNSU and MnSCU for any injuries, damages, or losses incurred due to the acts of the Student. The obligation of indemnification to MNSU survives the term of this Agreement.

# Termination and Return of Equipment

* 1. The following events terminate this Agreement and a Student’s right to retain a MNSU laptop device: Checkout period has expired.

**8.3** In the event that Student fails to return the laptop device within the ending checkout period, MNSU, at its discretion, reserves the right to charge the Student full replacement cost of the laptop device. MNSU also reserves the right to terminate access to the MNSU network. NOTICE: The University may seek criminal charges for conversion of state property.

# Ownership

Nothing in this agreement shall be interpreted in a manner that transfers ownership of laptop device components, and/or peripherals to the Student. Student has no title of property interest in the laptop device, components, and peripherals except as provided for in this Agreement.

# Amendment and Notice

MNSU reserves the right to amend the terms of this Agreement upon serving Student a written Notice of Amendment. Notice shall be effected upon emailing Student at Student’s MNSU MavMail account or by U. S. Mail to his/her local or permanent address provided by Student to MNSU Records Office.

Student is responsible to maintain current permanent and local addresses with MNSU. Notice of

Amendment shall be effective thirty (30) days from the date of the emailed or mailed notice. MNSU reserves the right to correct clerical errors to this Agreement without notice to Student.

# Miscellaneous

* 1. If any provision of this Agreement is determined to be void, invalid, unenforceable or illegal, this Agreement will be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions will not be affected thereby.
	2. Entire Agreement Modification: This Agreement contains all the terms between the parties and may be amended only in writing as provided for in Paragraph 11.0 above.
	3. Jurisdiction and Venue: This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in State or Federal court with competent Jurisdiction in Blue Earth County, Minnesota.
	4. Non-Waiver: No delay or failure to enforce any provision of this Agreement will constitute a waiver or limitation or rights enforceable under this Agreement.

Student Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Please Print)

Student TechID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Checkout Period: Semester One Week Other: \_\_\_\_\_\_\_\_\_\_\_\_\_

Checkout Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Return Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_