

Laptop Rental Agreement: Downtown location

Renter Name: (please print) _____

Renter ID: _____

Ontario Tech Email and Telephone: _____

Pick-Up Date: _____ Return Date: _____

This Agreement is entered into by and between the undersigned (hereinafter, the “Renter”) and the University of Ontario Institute of Technology (“Ontario Tech”) of the city of Oshawa, in the Province of Ontario. In consideration of being permitted to rent a Ontario Tech laptop and related equipment and attachments (“Rental Equipment”) and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Renter hereby agree as follows:

1. **Rental Term and Fees.** The Renter is permitted to rent the Rental Equipment **for a period not to exceed twenty (20) days at a rate of \$10.00 per day for a total amount of \$200.00.** The Renter shall return the Rental Equipment no later than the Return Date indicated above, but may do so earlier to avoid additional daily charges. Rental Fees are non-refundable and due on the date the Rental Equipment is returned.
2. **Other Fees.** In addition to the Rental Fees, Ontario Tech reserves the right to charge the following fees:
 - a) **Late fees:** \$20.00 each day the Rental Equipment is not returned, up to a maximum of \$600; or
 - b) **Replacement & Administrative fees:** if Rental Equipment is not returned, the Renter will incur fees equivalent to fair market value of replacement equipment and a reasonable administrative fee related to its procurement.
3. **Permitted Use.** Renter acknowledges and agrees that the Rental Equipment shall be only used for academic and educational purposes. Renter is responsible for all authorized and unauthorized use of the Rental Equipment by any person for the Term of this Agreement.
4. **Restrictions on Use.** Renter shall not:
 - a) Use or permit Rental Equipment to be used for commercial purposes;
 - b) Permit the Rental Equipment to be used by any other student or person;
 - c) Operate or use the Rental Equipment or permit it to be operated or used in violation of law;
 - d) Operate, use, maintain or store the Rental Equipment in a manner likely to cause damage to the Rental Equipment;
 - e) Sell, assign, sub-lease, transfer or otherwise encumber the Rental Equipment;
 - f) Disassemble, disfigure, repair or alter the Rental Equipment in any way; and
 - g) Breach the intellectual property rights of others (ie. infringe copyright) or use Rental Equipment in any way that is inconsistent with Ontario Tech’s contractual obligations (ie. license agreements)
5. **Condition of Equipment.** Renter acknowledges that it has fully examined the Rental Equipment, and except as otherwise specified in the Rental Assessment, appended hereto, Renter is satisfied with and has accepted the Rental Equipment in good condition and repair.

6. **Repairs.** Renter agrees and acknowledges to immediately notify Ontario Tech staff at the Social Science Library Laptop Rental Desk of any required repairs, upgrades and other alterations to the Rental Equipment, and that all such work must be performed by or at the direction of Ontario Tech. Renter is liable for any and all unauthorized repairs, upgrades or alterations to Rental Equipment made by it or a third party.
7. **Return.** Renter shall return to Ontario Tech the Rental Equipment at the Social Science Library Laptop Rental Desk on the Return Date, in the same condition as Renter received it, except for normal wear and tear resulting from proper use thereof. It is Renter's sole responsibility to ensure that its personal data, information and files are saved and/or transferred to another device prior to the return of the Rental Equipment.
8. **Termination.** This Agreement is effective as of the date of the signature below, and will terminate on the date the Rental Equipment is returned to and/or re-possessed by Ontario Tech. Ontario Tech reserves the right to terminate this Agreement earlier upon written notice to the Renter and to take any action reasonably necessary to re-possess Rental Equipment that is not returned as of the Return Date.
9. **Ownership.** Ontario Tech shall at all times retain ownership and title of the Rental Equipment. No ownership right or interest in and to the Rental Equipment will transfer to the Renter by operation of this Agreement.
10. **Compliance.** Renter acknowledges and agrees that Rental Equipment constitutes a Ontario Tech technology resource that is governed by the Technology Use Policy. Renter shall comply with all University policies, procedures and regulations, as amended from time to time, including but not limited to the Technology Use Policy, Network Services Agreement and Student Conduct Policy.
11. **No Warranty.** Ontario Tech MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL EQUIPMENT LICENSED PURSUANT TO THIS AGREEMENT, WHICH IS PROVIDED "AS IS". Ontario Tech EXPRESSLY EXCLUDES WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Ontario Tech FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE OR INJURY TO RENTER OR THIRD PARTIES AS A RESULT OF ANY ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS, LOSS OF DATA, DEFECTS OR OTHER DAMAGES OF ANY KIND RESULTING FROM USE OF THE RENTAL EQUIPMENT.
12. **Loss of Property.** Renter shall promptly notify Ontario Tech staff at the Social Science Library Laptop Rental Desk of any theft or loss of, or damage to the Rental Equipment. RENTER SHALL BE LIABLE FOR ANY LOSS OR THEFT OF THE RENTAL EQUIPMENT CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS.
13. **Indemnity and Liability.** Renter shall indemnify hold harmless Ontario Tech, including its officers, directors, employees and agents, from and against any claim, demand, cause of action, loss or liability (including legal fees) on account of i) personal injury, ii) damage to or loss of property; and/or iii) infringement of intellectual property rights of third parties, arising from or related to Renter's use of Rental Equipment. The provisions of this Article shall survive the expiry or termination of this Agreement. IN NO EVENT SHALL Ontario Tech BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF RENTAL EQUIPMENT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

- 14. **Default; Remedies.** If Renter defaults in the payment of Rental Fees or Other Fees when due, Ontario Tech shall have the right to exercise any one or more of the following remedies:
 - a) To apply such outstanding charges and fees to the Renter’s Ontario Tech student account;
 - b) To deny or revoke registration;
 - c) To withhold the release of grades and official transcripts;
 - d) To pursue any other remedy at law or in equity.

- 15. **Waiver.** No failure of Ontario Tech to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Ontario Tech’s acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

- 16. **Severability.** In the event any provision of this Agreement is held by a court competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect.

- 17. **Entire Agreement.** This Agreement represents the entire understanding relating to the use of Rental Equipment and prevails over any prior or contemporaneous, oral or written, communications, representations, and agreements. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

- 18. **Assignment.** Renter may not, without the prior written consent of Ontario Tech, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material breach of this Agreement and shall be void.

- 19. **Headings.** Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

- 20. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

BY SIGNING BELOW, RENTER HEREBY ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS AND AGREES TO COMPLY WITH THE AGREEMENT.

SPECIFICALLY, RENTER AGREES THAT IT SHALL NOT:

- ___ Use or permit Rental Equipment to be used for commercial purposes;
- ___ Permit the Rental Equipment to be used by any other student or person;
- ___ Operate or use the Rental Equipment or permit it to be operated or used in violation of law;
- ___ Operate, use, maintain or store the Rental Equipment in a manner likely to cause damage to the Rental Equipment;
- ___ Sell, assign, sub-lease, transfer or otherwise encumber the Rental Equipment;
- ___ Disassemble, disfigure, repair or alter the Rental Equipment in any way; and
- ___ Breach the intellectual property rights of others (ie. infringe copyright) or use Rental Equipment in any way that is inconsistent with Ontario Tech’s contractual obligations (ie. license agreements)

Signature

Date