

Port Allegany Virtual Academy

Port Allegany School District Agreement for Use of School Property

This agreement is made the _____ day of _____, 2014, by and between the Port Allegany School District and _____ who resides at _____ (“Responsible Party”). Whereas, Responsible Party is the parent or legal guardian of : _____ (“Student”).

Whereas, Port Allegany SD has agreed to permit the student to use certain computer equipment to facilitate the Student’s education during enrollment with the Port Allegany School District Virtual Academy.

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.** Port Allegany SD 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 Port Allegany and for no other purpose.
2. **Term.** This Agreement, unless extended in writing by all parties, shall expire on the earlier of: (I) Student’s termination of enrollment at Port Allegany or July 1, 2015. Notwithstanding the foregoing, PASD reserves the right to terminate this Agreement immediately. Responsible Party shall return all of the Property to the Port Allegany SD 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 PASD 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 any appropriate Textbook & Technology Loan Forms to PASD. This form serves to acknowledge receipt of the Property and to affirm that the Property is in satisfactory operating condition upon receipt.
5. **Responsibility of 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 approval from the Port Allegany School District. 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 notice and the new address within the Port Allegany School District. Failure to provide PASD advance notice of any movement of the Property from Responsible Party's residence set forth above may result in termination of this Agreement. Responsible Party will be solely responsible for the Property until it is returned to PASD and shall take all reasonable precautions to protect the Property. Responsible Party agrees to inform PASD 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 Port Allegany School District 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, theft, fire, the elements or any other cause. Responsible Party will proactively follow all instructions for Property requiring repairs as directed by PASD.
7. **Use of Property.** Responsible Party agrees that (1) all Property shall be used in accordance with PASD rules and all usage of the Property shall be subject to PASD rules and regulations regarding Network-Internet use and Protocol, School Board Policy 815, any unacceptable usage of the Property and/or violation of Port Allegany School District 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, based upon Port Allegany School District strict liability in tort ("claims") arising directly or indirectly out of or in connection with any matter involving this Agreement.

In witness whereof, each party has caused this Agreement to be duly executed as of the day, month, and year first written above.

Responsible Party:

Witness:

Signature

Port Allegany School District

