

# Divine Savior Academy Equipment Lease Agreement

This Equipment Lease Agreement (the "Agreement") is made and entered by and between DIVINE SAVIOR ACADEMY, 10311 NW 58TH STREET, DORAL, FLORIDA, 33178 ("Lessor"; also referred to as the "School") and \_\_\_\_\_ ("Lessee") (collectively referred to as the "Parties").

The Parties agree as follows:

**1. EQUIPMENT:** Lessor hereby leases to Lessee the following equipment (the "Equipment"):

- iPad (5th Generation), 32GB, WiFi
- Apple charging cable and power block
- 3-year AppleCare+
- Logitech Rugged Combo keyboard case

**2. LEASE TERM:** The lease will start on August 1, 2017, or the date this Agreement is executed, whichever is later, and will end on June 1, 2020, or when the Lessee's child is no longer enrolled in the School, whichever is sooner ("Lease Term"). **In the event the Lessee's child is enrolled in Divine Savior Academy's Middle School for less than the Lease Term (graduation, withdrawal, or dismissal from the school for any reason), the Lessee has the option to return or purchase the Equipment.**

**3. LEASE PAYMENTS:** Lessee agrees to pay to Lessor as rent for the Equipment the amount of \$200 ("Rent") each year in advance, billed on the first cycle of Lessee's Tuition and Fees billing schedule. Lease payments will not be prorated or refunded for any reason.

**4. DELIVERY:** Lessee shall be responsible for any and all expenses and costs: i) at the beginning of the Lease Term to pick up the Equipment from the Lessor's premises and ii) at the end of the Lease Term to return the Equipment back to Lessor's premises.

**5. DEFAULTS:** If Lessee fails to perform or fulfill any obligation under this Agreement, Lessee shall be in default of this Agreement. Subject to any statute, ordinance or law to the contrary, Lessee shall have seven (7) days from the date of notice of default by Lessor to cure the default. In the event Lessee does not cure a default, Lessor may at Lessor's option (a) cure such default and the cost of such action may be added to Lessee's financial obligations under this Agreement; or (b) declare Lessee in default of the Agreement. If Lessee shall become insolvent, cease to do business as a going concern or if a petition has been filed by or against Lessee under the Bankruptcy Act or similar federal or state statute, Lessor may immediately declare Lessee in default of this Agreement. In the event of default, Lessor may, as permitted by law, re-take possession of the Equipment.

**6. POSSESSION AND SURRENDER OF EQUIPMENT:** Lessee shall be entitled to possession of the Equipment on the first day of the Lease Term. At the expiration of the Lease Term, Lessee shall surrender the Equipment to Lessor by delivering the Equipment to Lessor or Lessor's agent in good condition and working order, ordinary wear and tear excepted, as it was at the commencement of the Agreement.

**7. OPTION TO PURCHASE:** If the Lessee is not in default under this Lease upon conclusion of the Lease Term, the Lessee shall have the option to purchase the Equipment for \$1. If the Lessee's child is no longer enrolled in the School, and the Lessee wishes to exercise their option to purchase, the remaining Rent payments for the Lease Term will come due immediately. Ownership of the equipment will not transfer to the Lessee until any outstanding Rent payments are paid in full.

**8. USE OF EQUIPMENT:** The Equipment is intended for use by a child of the Lessee in the School ("Student"), and may only be used in a careful and proper manner, and in accordance with the School's Acceptable Use Policies, which will be published and updated from time to time. Use of the Equipment must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the Equipment. The Lessee shall be responsible for Student's strict adherence to the School's policies.

**9. RIGHT OF INSPECTION:** The Lessor shall have the right to inspect the Equipment any time it is present on the Lessor's premises.

**10. EQUIPMENT MANAGEMENT AND TRACKING:** During the Lease Term, Lessor will manage the equipment at their sole discretion, using the software of their choice. Lessee shall have no claim to the methods deployed for such management. Lessor shall make use of content filtering hardware and software which may track the usage of Equipment under this Agreement. Lessor may also employ additional means of Equipment tracking to recover lost devices or Equipment in default.

**11. CONDITION OF EQUIPMENT AND REPAIR:** Lessee or Lessee's agent has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

**12. MAINTENANCE, DAMAGE AND LOSS:** Lessee will, at Lessee's sole expense, keep and maintain the Equipment clean and in good working order and repair during the Lease Term. In the event the Equipment is lost or damaged beyond repair, Lessee shall pay to Lessor the replacement cost of the Equipment; in addition, the obligations of this Agreement shall continue in full force and effect through the Lease Term. If the Lessee is required to return the Equipment under the terms of this Agreement, but at such time the condition of the Equipment is damaged beyond normal wear and tear, the Lessee shall be required to exercise their option to purchase the Equipment.

**13. INSURANCE:** Three years of hardware and technical support coverage under an AppleCare+ plan are included under the terms of this Agreement. Such coverage is outlined in detail on the plan website ([www.apple.com](http://www.apple.com)) and is subject to the Terms and Conditions published therein. **Accidental damage from handling coverage is limited to two service events under the plan. Each event requires a \$49 (USD) service fee, to be paid by the Lessee. Service fees shall be paid when Equipment is sent for repair.** Lessee shall be responsible for any other event not covered under the AppleCare+ plan, including, but not limited to theft, loss, or damage caused by reckless, abusive, willful, or intentional conduct.

**14. OWNERSHIP:** Until such time that the Lessee exercises their option to purchase, the Equipment is and shall remain the exclusive property of Lessor. If and when the Lessee elects to purchase the Equipment under the terms of this Agreement, ownership and all associated rights will transfer to the Lessee. **Any remaining coverage under the three year AppleCare+ plan will also transfer to the Lessee.** This Agreement shall be considered satisfied upon full transfer of ownership.

**15. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**16. ASSIGNMENT:** Neither this Agreement nor Lessee's rights hereunder are assignable except with Lessor's prior, written consent.

**17. BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

**18. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**19. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Lessor and Lessee.

**20. WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The acceptance of rent by Lessor does not waive Lessor's right to enforce any provisions of this Agreement.

**21. INDEMNIFICATION:** Except for damages, claims or losses due to Lessor's acts or negligence, Lessee, to the extent permitted by law, will indemnify and hold Lessor and Lessor's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Lessee, or for damage to property arising from Lessee using and possessing the Equipment or from the acts or omissions of any person or persons, including Lessee, using or possessing the Equipment with Lessee's express or implied consent.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year written below.

**LESSOR:**  
DIVINE SAVIOR ACADEMY



Michael Babler  
*Director of Instructional Technology*

**LESSEE:**

\_\_\_\_\_  
PARENT NAME, please print

\_\_\_\_\_  
SIGNATURE

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
DATE