



The Cleveland Law Library Association

Established 1869

AGREEMENT FOR LAPTOP USE

Equipment: Laptop No. _____ (including power cord and carrying case)

Due Date: _____

Borrower (Please print legibly):

Name: _____	Phone: _____
Firm/Office: _____	Cell: _____
Address: _____	Fax: _____
City: _____	Email: _____

Terms and Conditions:

1. Borrower understands and agrees that this equipment is owned by the Cleveland Law Library Association (hereinafter "CLLA") and is being loaned to Borrower for use by Borrower for legal research for the stated period and only for the purposes for which the equipment was manufactured and intended. Use for illegal purposes or in an illegal manner is prohibited.

2. Borrower avers that he/she is familiar with the equipment and is knowledgeable as to its proper and safe use. It is acknowledged that the equipment was personally inspected and examined by Borrower or Borrower's representative and was found to be in working condition when received.

3. Borrower understands and agrees to indemnify and save the CLLA from or against any and all claims, demands and liability whatsoever, including, without limitation, all costs, losses, attorney fees, and damages, on account of any injury to persons or property issuing from use of the equipment.

4. Borrower understands and agrees that the equipment will be used solely by Borrower and by no other persons without the consent of the CLLA.

5. Borrower understands and agrees that he/she will immediately terminate use of the equipment loaned hereunder should it, at any time, become unsafe or in need of repair and that Borrower will notify the CLLA immediately of said facts. In such event, the CLLA agrees that, after receiving said notice, it will, with reasonable celerity, replace said equipment with other equipment, in good working condition, if available. The CLLA is not responsible for any

damages, whether incidental, consequential or otherwise, caused by delays in replacement.

6. Borrower understands and agrees that he/she will return the equipment as described above in the same condition that it was received, ordinary wear and tear excepted, on the date specified for its return. Return dates will be strictly enforced. Borrowers not adhering to return dates may lose future borrowing privileges or other library privileges.

7. Borrower agrees to pay for any loss or damage to the equipment occurring while the equipment is in Borrower's possession. Payment for any such loss and/or damage is due and payable immediately. In the event of loss or damage to the equipment by theft, unaccountable disappearance or vandalism or malicious mischief, Borrower shall immediately notify police and the CLLA with the details thereof. Time is of the essence in this matter.

8. The Cleveland Law Library Association asserts that all software installed on the equipment at the time of borrowing is legally owned and licensed. Borrower is prohibited from removing or tampering with said software. Further, Borrower is prohibited from installing any software, shareware, webware, or other programs without the consent of the CLLA.

9. The CLLA asserts that all hardware installed on the equipment at the time of borrowing is legally owned and licensed. Borrower is prohibited from removing or tampering with said hardware. Further, Borrower is prohibited from installing any additional hardware without the consent of the CLLA.

10. Borrower agrees not to leave any files on the equipment when it is returned to the CLLA.

11. There are no express or implied warranties of merchantability, fitness, design, condition, or quality. There are no warranties that the equipment is suited for Borrower's intended use or that it is free of defect.

12. This agreement constitutes the entire agreement between Borrower and the CLLA, thus superseding any prior agreements, whether oral or written, and any other communications between Borrower and the CLLA relating to the subject matter of this agreement. This agreement may only be modified in writing.

I have read and understood the terms and conditions described above and will adhere to them as legally binding obligations:

Borrower Signature: _____ Date: _____

CLLA Staff: _____ Date: _____