



Student Name _____

Laptop Insurance Policy

Our laptop insurance policy will cover your computer for the 2015-16 school year from the day you sign up, paid with an annual premium of \$50.00 per school year per student. If you file a claim for non-warranted damage or replacement you will pay an additional deductible, which shall equal half the billed repair cost for the replacement or repair of the laptop. The deductible amount is simply the amount of loss you agree to absorb in the event you file a claim on your laptop. The cost of your insurance policy covers being in the insurance pool. The deductible is what you would pay if you have to file for accidental damage coverage.

Service Plan

It is the expectation of Tipton Rosemark Academy, Inc. ("TRA") that the Equipment will be free from defects in workmanship and material for one year from the Commencement Date. However, in the event the Student detects and reports to TRA during the Service Period a defect in the workmanship or material of the Equipment, then TRA shall provide to the Student the services hereinafter described, subject to all of the terms and conditions of this Service Plan and subject to all of the terms and conditions of the agreement between TRA, the student and the Manufacturer.

Definitions

As used in this Service Plan, the following terms shall have the following meanings: (1) "Equipment" shall mean the computer hardware system delivered by TRA to the Student; (2) "Manufacturer" shall mean the original Equipment manufacturer; (3) "Student" shall mean the person to whom the computer system is assigned to by TRA; (4) "Person" shall mean an individual, partnership, association, corporation, limited liability company, limited liability partnership, trust, estate, or other entity of any kind, as the case may be, including but not limited to a governmental entity or subdivision thereof; (5) "Service period" shall mean the one-year period commencing on the Commencement Date or any renewal period agreed to by Student and TRA; (6) "Commencement Date" shall mean the date on which the Equipment is first assigned to the student and all fees are paid.

Coverage

This Service Plan extends only to Students, and not to any other Person. Only representatives of TRA or authorized TRA service providers may perform repairs on the Equipment under this Service Plan. (2) During the Service Period, TRA will repair or replace, at the option of TRA, any Equipment having a defect in material or workmanship. TRA will return the Equipment to a functional operating system promptly. TRA will not reload Student's software, only that software provided by TRA. (3) Some problems or defects may require TRA to reformat or replace a hard disk drive. Under such circumstances all data on the disk drive may be lost. Neither TRA nor the authorized TRA service providers shall be liable for the loss or destruction of data or media resulting from a defect in materials or workmanship covered by this Service Plan or resulting from the services performed hereunder. The Student is solely responsible for the security of Student's data. TRA strongly advises Student to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure.

Exclusions

This Service Plan does not include: (1) Problems resulting from negligence, misuse, abuse, or other physical casualty to the Equipment, including but not limited to improper maintenance; electrical disturbances; acts of nature; or work, attachments, additions, alterations, or modifications by persons other than authorized TRA service providers: (2) Service needed as

a result of improper operating environment: (3) Any problem not involving a defect in the Equipment hardware or software included by TRA: (4) Use of any item with the Equipment if the item is not designated for use with the Equipment; or (5) Any use proscribed in the TRA Handbook.

Exculpation

The maximum liability of TRA under this Service Plan is limited to the cost of replacing any defective Equipment. TRA shall not be liable to the Student for incidental and consequential damages. Under no circumstances shall any other Person ever be deemed to be a third-party beneficiary of the agreement. In the event TRA fails for any reason to provide services to Student under this Service Plan, Student shall have no recourse against TRA.

Responsibilities of Student

Student shall: (1) operate the Equipment in an environment meeting the Manufacturer's specifications and any rules established by TRA: (2) protect the supply of electricity to the Equipment through the use of appropriate surge protection devices: (3) comply with the Manufacturer's operating manual: (4) promptly report to TRA any diagnostic messages: and (5) permit no work on the Equipment except by authorized TRA service providers.

Transfer of Service Plan

This Service Plan may not be transferred at any time.

Indemnification

TRA shall not be liable for, and Student hereby indemnifies and holds TRA and every authorized TRA service provider harmless from, any and all loss, damage, claim, or cause of action, direct or indirect, incidental or consequential, occurring to Student, or to the employees or agents of Student, or to any other third party, or to the property of any of the foregoing, which may arise as a result of any defect covered by this Service Plan or as a result of any service performed under this Service Plan.

Payment of Fees

The failure to pay any fees for this service plan or any tuition due to TRA shall void any coverage under this plan.

_____ I do want to join the Tipton Rosemark Academy's Apple Laptop Pool. I agree to pay a \$50.00 premium for one Apple laptop that has been assigned to my son/daughter. I understand that this premium allows me to join the Tipton Rosemark Academy's Laptop Insurance Pool for the 2015-2016 school year. I agree to abide by the guidelines set forth in this document. **Return this form with payment attached.**

_____ I do not want to join the Tipton Rosemark Academy's Laptop Insurance Pool. I understand that I am solely responsible for the loss or damage of the Apple laptop and agree to pay the full replacement cost of the laptop that is assigned to my son/daughter.

Parent's Name (please print)

Student's Name (please print)

Parent's Signature /Date

(NOTE: A COPY OF THIS POLICY CAN BE VIEWED ON OUR WEB PAGE)