



Life Academy of Puget Sound

A ministry of Bethel Christian Center of Federal Way
414 SW 312th St.

Federal Way, WA 98023

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STUDENT COMPUTER USE AGREEMENT

This Agreement is made and entered into between Life Academy of Puget Sound (LAPS), a ministry of Bethel Christian Center of Federal Way, located at 414 SW 312th Street, Federal Way, WA 98023 and

(Student User Name)

(Parents Name)

(Street Address of User)

(City & State)

(zip code)

1. Definitions. For purposes of this Agreement, "Equipment" shall mean all computer equipment (computer, monitor, mouse, etc.) provided by LAPS for the use of the student in the classroom.
2. Use. User agrees to only use the Equipment to assist the User to complete the requirements for a course of study in the LAPS Computer-Enhanced Education Program and as otherwise permitted by the LAPS computer and internet use policies as adopted.
3. Title. Title in and to the Equipment shall remain solely with LAPS at all times. User is granted a right to use the Equipment during the term of this Agreement. User shall not sublease, sell, encumber, or otherwise transfer the Equipment.
4. Term. This Agreement shall terminate:
 - a. on the last day of the current school year,
 - b. upon User's withdrawal, suspension, or expulsion (whether temporary or permanent) from the Computer-Enhanced Program as determined at LAPS' sole discretion; or
 - c. upon LAPS' written request sent to the address provided above.
5. License. LAPS owns the software used in the computer equipment it provides for the student use in the classroom. Any copying, modification, or merging of the software, including written documentation, is prohibited. Only software authorized by LAPS may be used with the Equipment.
6. Maintenance and Risk of Loss.
 - a. User will exercise due care in the handling and use of the Equipment.
 - b. In the event of any damage to the Equipment for any reason, User agrees to inform LAPS immediately and return the Equipment. User agrees that LAPS will make arrangements for repair of the Equipment, whether by LAPS or a third-party.
 - c. User must pay for the costs of repairing or replacing the Equipment if the loss or damage is caused by User's lack of due care (including damage caused by adding or removing software from the computer hardware), negligence, misuse, or loss (including by theft) as determined solely by LAPS.

- d. If User fails to pay for repairs or replacement of Equipment in a timely manner as required in this Agreement, the amount of such costs shall be added to the User's account and become due immediately.
7. Warranty. LAPS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
8. Limitation of liability. IN NO EVENT SHALL LAPS BE LIABLE TO USER FOR ANY DIRECT, INDIRECT, GENERAL, SPECIAL CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF LAPS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
9. Arbitration and Attorney's fees. LAPS and User agree that any dispute or claim arising out of or relating to this Agreement or the application or breach of any portion thereof shall be decided by binding arbitration by a neutral arbitrator mutually agreed to by the parties. The arbitration shall be conducted pursuant to the then-existing arbitration rules of Endispute/Judicial Arbitration Mediation Service; provided, however, the arbitrator shall have at least 10 years experience as an attorney licensed in the state of Washington or retired judge and shall subscribe to the National Association of Evangelicals' Statement of Faith (Exhibit 1). If the parties cannot agree on an arbitrator within ten days after an arbitration has been demanded, each party shall agree on a qualified person and the two qualified persons shall agree on a third qualified person to be the sole arbitrator of the dispute.
- Both parties waive their rights to a trial in the civil courts, and both parties waive any right to appeal the arbitrator's decision, except as may be permitted by the then-existing Endispute/Judicial Arbitration Mediation Service arbitration rules. The binding arbitration shall be the sole and exclusive remedy for resolving such disputes or claims. Both parties give up their rights to have these disputes or claims decided in court by a judge or jury. Judgment upon the award rendered by an arbitrator may be entered in any court having the jurisdiction thereof.
- The parties agree that the arbitrator may grant any relief that could have been granted if the case were determined by the civil courts of general jurisdiction. If, however, the arbitrator determines he or she is not empowered to exercise the equitable powers of the courts, the party being denied the equitable relief may have the matter tried by the civil courts. In the event of an emergency, the parties may resort to the civil courts to obtain a temporary or preliminary injunction or other extraordinary relief prior to filing or requesting an arbitration. The non-prevailing party in an arbitration or court proceeding must pay the attorney's fees of the prevailing party.
10. Miscellaneous.
- a. This Agreement shall be effective upon signing by LAPS and User.
 - b. This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of each party. Only a writing executed by the authorized representatives of both parties may amend this Agreement.
 - c. This Agreement shall be interpreted in accordance with the laws of the State of Washington.

Parent Signature: _____

Date: _____

Student Signature: _____

Date: _____

LAPS Authorized Signature: _____

Date: _____