

Newburyport High School 2023-24 iPad LEASE AGREEMENT

By checking the iPad LEASE AGREEMENT box on the MySchoolBucks Registration page, the Student and the Parent acknowledge, understand, and agree to the terms of this Lease Agreement.

AGREEMENT entered into this _____ day of March/April, 2023 by and between the Newburyport Public Schools, acting by and through its Superintendent of Schools (“NPS”) and _____ (the “Student”), a student scheduled to enroll in the Newburyport High School (“NHS”), and _____, parent/guardian of the Student (the “Parent”).

The Parent/guardian enters into this Agreement (sometimes also referred to herein as the “Lease” or the “lease”) on behalf of him/herself and as parent/guardian of the Student on behalf of the Student. The Student enters into this Agreement on his/her own behalf. The obligations of the Parent and the Student under this Agreement shall be joint and several.

The Newburyport Public School District (NPS) has initiated a program (the “Program”) to provide each student with the opportunity to lease an Apple iPad Air and Logitech keyboard while the student is actively enrolled in Newburyport High School (NHS). This agreement relates to the Computer System issued to the student while enrolled at NHS.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parent, the Student and NPS hereby agree as follows:

- 1. Grant of Lease.** NPS hereby leases to the Student and the Parent, and the Student and the Parent hereby lease from NPS the personal property described in the iPad LEASE PROGRAM REGISTRATION FORM which is being signed at that same time as this Agreement or which may have been signed previously (the “Registration Form”), together with any replacement parts, additions, repairs and accessories now or later in or affixed to such personal property. Such personal property is collectively referred to in this Agreement as the “Computer System”. This lease shall begin on the date the Computer System is delivered to the Student by NPS and shall continue for one (1) to four (4) years, subject to the terms and conditions set forth in this Agreement. NPS anticipates that delivery of the Computer System shall occur during the month of August, 2023. NPS, at its sole option, has the right to advance the termination date of the Agreement to the date that the student graduates from or leaves NHS.
- 2. Acceptance of Terms.** By accepting possession of the Computer System, including the software and related peripherals such as Logitech keyboard case, cables and chargers etc., the Parent, the Student and NPS hereby agree to the terms and conditions set forth in this Agreement and to those terms and conditions contained in the Registration Form. The terms and conditions in the Registration Form are incorporated in this Agreement by reference. The Parent and the Student understand, acknowledge and agree that by signing this Agreement, the Parent and the Student agree to participate in the NHS iPad Lease Program and agree to pay all charges outlined in the Registration Form.
- 3. Use of Computer System.** The Parent and the Student understand and agree that only the Student has the right to use the Computer System while enrolled in the school system. The Parent and the Student understand and agree that they must comply with any and all applicable software license agreements. The Student and Parent agree to comply with all directions, agreements and covenants as to iPad Use as set forth in the attachment to this Agreement labeled “iPad Use”; the failure to comply with directions, agreements and covenants regarding iPad Use shall be and constitute a breach of the obligations of the Parent and the Student under this Agreement and shall

constitute a default pursuant to paragraph 6, hereinafter. The Parent and the Student understand and agree that ownership of the Computer System belongs to NPS and/or Apple, Inc. and neither the Parent nor the Student shall sublease, sell or otherwise grant an individual or business any right or security interest to the Computer System or otherwise encumber Newburyport Public Schools' lease with Apple, Inc. The Parent and the Student understand and agree that the rights of NPS, and therefore the rights of the Parent and the Student, with respect to the Computer System are subject to that certain lease agreement between NPS and Apple, Inc. and the Parent and the Student agree to abide by the requirements of such lease agreement and to cooperate with NPS in meeting its obligations under such lease agreement, including but not limited to the Parent and the Student making the Computer System available for inspection by NPS, Apple, Inc. and/or other parties designated by NPS upon reasonable request by NPS.

4. Return Policies: If the Student graduates, withdraws from NHS, withdraws from the Program, or is dismissed from NHS, the Parent and the Student agree to return the Computer System to NHS on or before the day the Student graduates, is first withdrawn from NHS, withdraws from the Program or is dismissed from NHS or, in the alternative, the Student and the Parent may purchase the Computer System (but not the educational software on the Computer System) for the balance of all payments remaining under the term of the Agreement, such payment to be paid to NPS on or before the date of withdrawal, graduation or dismissal of the Student. The Student and the Parent also realize and agree that if the Parent and/or the Student withdraws from the Program and/or withdraws or is dismissed from NHS, the Student and the Parent will forfeit the nonrefundable deposit paid with the Registration Form and will also forfeit any and all lease payments that have been made up to the date of withdrawal or dismissal. The Parent and the Student agree to return the Computer System to NHS in the same condition as when the Parent and the Student took possession, reasonable wear and tear excepted as outlined hereinafter in this Agreement. The Parent and the Student understand and agree that NHS may charge a late fee equivalent to the cost of the remaining lease value of the Computer System and/or seek criminal charges or civil damages if the Parent and/or the Student fails to return the Computer System on or before the return date required in this paragraph.

5. Lease payments: The Student and the Parents agree to make all Lease Payments set forth in the Registration Form on or before the due dates set forth in the Registration Form. If the Student and/or the Parent fails to make any Lease Payment in or within three months of its due date, the Student and the Parent understand and agree that the Computer System will be taken back in custody of the NHS iPad Lease Program and, in such event, the Parent and the Student agree to deliver the Computer System to the NHS iPad Lease Program upon the request of NPS, such Computer System to be in the same condition as when the Parent and the Student took possession of the same, reasonable wear and tear only, excepted. The Parent and the Student will have 30 days to bring their payments current. If the account of the Parent and/or Student is not made current within that 30 day period, the Computer System will not be returned to the Student and/or the Parent and NPS, at its option, will have the right to terminate this Agreement.

6. Termination of Agreement. Time is of the essence of this Agreement and the Parent and the Student shall be in default in the event of a) the failure to make full payment of any Lease Payment when due, or b) the failure of the Student and/or the Parent to perform any of his/her/their obligations, agreements or affirmations under this Agreement, including but not limited to the agreements set forth in the iPad Use section of the Agreement, or c) the bankruptcy or insolvency of the Student and/or the Parent. Upon any default by the Student or the Parent and continuing for as long as such default continues to exist, NPS shall have the right to terminate this Agreement and require that the Student and the Parent return the Computer System to the NHS iPad Lease Program, such Computer System to be in the same condition as when the Parent and the Student took possession of the same, reasonable wear and tear only, excepted. Upon such termination, the Student and the Parent will forfeit the nonrefundable deposit paid with the Registration Form and will also forfeit any and all Lease Payments that have been made up to the date of withdrawal or dismissal and, in addition, NPS, at its option, shall have the right to require the Parent and/or the Student to make all remaining payments which would have been due under this Agreement had the Agreement not been terminated.

7. End of Lease; Option to Buy. The Parent and the Student understand and agree that the Computer System being provided is the property of NPS during the term of the lease. The Parent and the Student further realize and agree that, provided that at the time of termination of this Agreement the Parent and the Student have met all obligations, agreements, stipulations and requirements demanded of the Parent and the Student which are contained in this Agreement, and have made all lease payments when due pursuant to this Agreement, the Parent and the Student will have the option to purchase the Computer System (but not the educational software) for the sum of the remaining Lease Payments which would have been due under the entire term of the lease plus \$1.00, plus applicable sales tax. By way of example, after four years the purchase price will be \$1.00 plus sales tax. For students receiving financial assistance, the full price of the iPad will need to be paid before a student is eligible to buy out the device for \$1.00. Ownership of the Computer System, exclusive of the educational software, will not be conveyed to the Parent and the Student until the Lease Payments which would have been due under the entire term of the lease of the Computer System have been paid in full, the Agreement has expired, all terms and provisions of this Agreement have been met in full, and the final balance of all payments due pursuant to this Agreement has been paid to NHS. The Student and the Parent understand and agree that it is their responsibility to give written notice to the NHS Tech Center if there is an address change for either the Parent or the Student and/or if the Student withdraws (or is dismissed) for any reason from NHS or if the Student withdraws from the Program.

8. Warranty and Indemnification Provisions. THE PARENT AND THE STUDENT AGREE AND ACKNOWLEDGE THAT THE SOLE WARRANTY FOR THE COMPUTER SYSTEM IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). NEITHER NHS NOR NPS MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE COMPUTER SYSTEM'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE COMPUTER SYSTEM WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS; THE STUDENT AND THE PARENT, AS OF THE DATE OF THEIR ACCEPTANCE OF DELIVERY OF THE COMPUTER SYSTEM, ACCEPTS SUCH COMPUTER SYSTEM "AS IS" AND WITH ALL FAULTS. THE STUDENT AND THE PARENT ACKNOWLEDGE AND AGREE THAT THE STUDENT AND THE PARENT HAVE SELECTED THE COMPUTER SYSTEM BASED ON THEIR OWN JUDGMENT.

The Parent and the Student acknowledge and agree that the Computer System was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Computer System shall be provided by the applicable Vendor (the "Product Warranty"). The Parent and the Student agree to settle any dispute it may have regarding performance of the Computer System directly with the applicable Vendor and not to make any claim against the Lease Payments due NPS. The Parent and the Student agree to continue to pay NPS all Lease Payments and other payments due hereunder without abatement or set off for any dispute with Vendor regarding the Computer System or any component thereof.

The Parent and the Student agree to accept the Computer System, the software, and related peripherals in its or their "as is" condition. In no event shall NHS be liable to the Student, the Parent or their respective personal representatives, assigns or heirs for any incidental, special, or consequential damage of whatever nature arising out of any claim, whether in contract, tort, or otherwise, alleging NHS's failure to perform its obligations under this Agreement or its breach of duty, common law or otherwise owed to the Parent and/or the Student. The Parent and the Student agree that NPS and NHS shall not be liable to the Student and/or to the Parent for any representation, claim, expense, or loss directly or indirectly caused by any person, including NPS and NHS and their employees, agents, servants, staff, officials, committee members and contractors, or in any way related to the Computer System.

To the extent permitted by applicable state law, the Parent and the Student shall indemnify, release, protect, hold harmless, save and defend Apple, Inc., NPS, NHS and their respective assignees, employees, agents, servants, staff, officials, committee members and contractors from and against any and all liability, obligation, loss, claim, tax and/or damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Agreement, (b) the ownership of any interest in the Computer System and/or any component thereof; (c) the ordering, acquisition,

use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item or component of the Computer System; (d) damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item or component of the Computer System or in connection with or resulting from the Student's and/or the Parent's acts, omissions, negligence, misconduct or breach of any provision of this Agreement, and/or (e) the breach of any covenant or any material representation or agreement of the Student and/or the Parent contained in this Agreement. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations of the Parent and/or the Student under this Agreement or the termination of this Agreement for any reason.

9. Maintenance, Repair and Insurance. The Parent and the Student acknowledge and agree that NPS and NHS are not the manufacturers of the Computer System and, as such, NPS and NHS have no knowledge of or responsibility for manufacturing defects and/or components in the Computer System that stop working because they are faulty. Responsibility for correction of such manufacturing defects are subject to compliance by the Student and the Parent with the Vendor's warranty requirements. Subject to the limitations set forth in this paragraph and further subject to the limitations set forth in paragraph 8, insurance and warranty coverage is provided with respect to the Computer System in accordance with the provisions labeled as "iPad Insurance and Warranty Provisions" set forth hereinafter. The Parent and the Student acknowledge and agree that a portion of the Lease Payments made by the Parent and the Student are used to defray the costs of insurance and warranties provided pursuant to the iPad Insurance and Warranty Provisions and, as such, the failure of the Parent and the Student to make the required Lease Payments in a timely manner may void or otherwise result in the loss of benefits to the Parent and the Student under the iPad Insurance and Warranty Provisions of this Agreement.

10. Excusable Delays. Dates and times by which NPS is required to render performance under this Agreement shall be postponed automatically to the extent that NPS is prevented from meeting them by any causes beyond its reasonable control. Non-performance of any of the obligations of NPS under this Agreement due to delays beyond its reasonable control shall not be considered a breach of this Agreement.

11. Miscellaneous Provisions. The Student and the Parent shall not assign their rights under this Agreement without the written consent of NPS, which consent may be withheld or delayed in the sole and exclusive discretion of NPS. If any provision of this Agreement is invalid under any applicable statute or rule of law, to that extent, it is deemed omitted, and the remainder of this Agreement shall remain valid and enforceable according to its terms so long as the omission of such invalid term does not frustrate the purpose of the Agreement. This Agreement, with the Registration Form, the iPad Use provisions, and the iPad Insurance and Warranty Provisions, shall together constitute "Agreement" or "Lease" hereunder and shall constitute the entire agreement of the parties. No waiver or modification of any of the terms or conditions hereof shall be effective unless in writing and signed by all parties. This Agreement shall be binding on and inure to the benefit of NPS, the Parent and the Student and their respective successors and assigns. All notices to the parties shall be emailed or delivered to the respective parties at the addresses set forth herein or such other address as a party may provide in writing from time to time. Notices to NPS shall be directed to the attention of the NPS Director of Technology. "Computer System" as used in this Agreement refers to the Apple iPad Air and any other peripherals, software, or attachments furnished by Newburyport High School with the computer or thereafter. 'Damage' as used in this Agreement includes anything not covered under the manufacturer's warranty or provided insurance guidelines.

Entered into as an agreement under seal as of the day and year first above written.

By checking the iPad LEASE AGREEMENT box on the MySchoolBucks Registration page, the Student and the Parent acknowledge understanding of and agree to the terms of this Lease Agreement.