



ATRC HARDWARE/SOFTWARE LOAN POLICY

The Assistive Technology Resource Center (ATRC) provides both hardware and software loans for students needing assistive technology accommodations at Colorado State University. Additionally, the ATRC provides loans to CSU employees and community members on a short term basis.

ELIGIBLE PARTICIPANTS:

STUDENTS/STUDENT SUPPORT OFFICES:

- Only students with an identified disability that receive services from the ATRC may check out hardware/software.
- A student must provide a valid CSU student ID number and agree to all terms of use to check out hardware/software.

EMPLOYEES:

- Employees with an identified disability, in conjunction with their respective departments, may trial assistive technology hardware/software solutions on a short term basis.

COMMUNITY MEMBERS:

- Any member of the Fort Collins community and surrounding areas may have access to hardware/software loans, in the sole subjective discretion of the ATRC and as ATRC resources allow.
- Loans for CSU students are a first priority.

TERMS OF USE:

- I understand that the hardware/ software is the property of CSU and that this agreement only permits me to use the equipment during the term of this agreement. I will return the hardware on or before the end of the term of this agreement in the same condition I received it, except for ordinary wear and tear. If I do not return the hardware on or before the end of the term, I will pay CSU \$50.00 PER DAY for each day that I am late. I understand that the timely return of hardware is important so it is available for other students.
- I understand that access to software and its respective licensing will end at the close of the dated agreement.
- I understand that there is inherent risk in the use of the hardware/ software, and I accept that risk. I will indemnify CSU, employees, agents, volunteers and governing or related entities against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of the use, operation, or possession of the hardware/software. I AGREE THAT THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT HAVE BEEN MADE BY CSU IN CONNECTION WITH THE HARDWARE/ SOFTWARE. CSU SHALL NOT BE LIABLE

HEREUNDER FOR ANY INJURY OR DAMAGES, INCLUDING SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE CONDITION OR USE OF THE HARDWARE/ SOFTWARE.

- I will be fully responsible for any loss, repair or replacement costs that may be incurred by CSU caused by theft or damage of the hardware and/or software from the time of taking possession until the time the equipment is returned to the ATRC.
- If the hardware/software for any reason breaks, fails or becomes unsafe to use, I will immediately discontinue use and notify the ATRC.
- If the ATRC needs the loaned hardware/ software to be returned early for any purpose, I am responsible for returning equipment on the newly agreed upon date of return.
- I agree that if I am a CSU student, student support office or employee, any amounts due related to the use of equipment may be charged to my student account or department and failure to pay such amounts may result in withholding registration, transcripts, or diplomas for any unpaid amounts; or any amounts due may be added to my student account, deducted from my pay or assigned to a third party for collections. I agree that I will pay all reasonable costs incurred in collection, including reasonable attorney fees, whether or not a lawsuit is commenced.
- I agree that if I am a community member, any amounts due related to the use of equipment (theft, loss, or damage) may be charged directly to me and if I do not pay in full within thirty (30) days of written notice of the amounts due, any amounts due may be assigned to a third party for collections. I agree that I will pay all reasonable costs incurred in collection, including reasonable attorney fees, whether or not a lawsuit is commenced.
- The ATRC reserves the right to disallow or revoke checkout privileges at any time based upon violation of this policy.
- Students, employees, and community members are responsible for reading and understanding the above policies, and agree to them as a condition of checking out and taking possession or using any hardware/software from the ATRC.