

MOBILE CLASSROOM CHECK-OUT AGREEMENT

In exchange for the opportunity to check-out and to use the equipment identified in this Check-Out Agreement, I agree to the following terms and conditions to enable the University of Arkansas to protect the equipment for future use by all eligible patrons:

1. I agree to pay all actual repair or actual replacement costs resulting from any harm, damage or loss of any nature whatsoever (including, but not limited to theft) of the equipment identified in this Agreement while it is checked out in my name. I also understand and agree that the actual replacement cost for this equipment shall be the then current actual price of similar equipment in terms of quality, durability and performance, including any upgraded models if a similar model is no longer available due to changing product developments.

2. In the event that I fail to pay for any repairs, replacement costs or any other charges arising under this Agreement, I agree that the University may place a hold on the release of my registration, transcript, or take any other action necessary in an effort to recover any damages arising from my use of the equipment. I agree that the University shall be free to pursue any other remedies available to it and shall be entitled to recover any collection fees. If I fail to return the equipment within 12 hours of the time it is due, I understand and agree that the University shall have the right to treat the equipment as stolen property and take all necessary actions to recover it in accordance with governing law, including but not limited to disclosing personal information contained in this record as provided in Ark. Code Ann. 13-2-802 through 13-2-803 and as those statutes may be amended from time to time. For purposes of this Agreement, I agree that this checkout record does not constitute a confidential library record as defined in Ark. Code Ann. 13-2-701, as that provision may be amended from time to time, and hereby agree to waive any and all of my confidentiality rights under any Federal or state laws.

3. I further agree to indemnify and hold the Board of Trustees of the University of Arkansas, its official and employees harmless from and against any and all claims arising from or relating to any use of the equipment while it is checked out under my name. I agree not to use or allow any other individual or entity to use the equipment for anything other than its intended purpose.

I understand that this document contains binding legal obligations and voluntarily enter it as indicated below by my signature.

Signature: _____ Date: _____

Print Name: _____

University of Arkansas Approval: _____