

Salt Lake Community College
Student Center Operations
Gaming Console Checkout Agreement

This Gaming Console Checkout Agreement (the **"Agreement"**) is between Salt Lake Community College ("SLCC") and the Student signor of the Agreement (**"Student"**). The **"Effective Date"** is the date on which the Student signs this Agreement.

1.1 Device Checkout Subject to availability and the terms and conditions of this agreement, the Student may check out the console(s), associated games, or accessories (altogether the "Gaming Console Kit") from SLCC Student Center Operations.

1.2 Identification. The Student must provide a valid and current SLCC ID that displays their S number and identifying information at the time the Gaming Console Kit or subparts is checked out. The Student acknowledges that SLCC has sole discretion to permit or deny the Gaming Console Kit or subparts being checked out.

1.3 Prior Damage Review. At the time of checkout, the Student Center Operations will review the Gaming Console Kit or subparts for any prior existing physical damages. By entering into this Agreement, Student agrees Gaming Console Kit or subparts are acceptable, and that prior damage has been reviewed before the Student took possession of the device.

1.4 Contact. The Student may contact Student Center Operations at 801-957-4076 or by email at STCOP@slcc.edu for questions regarding checkout. The Student may also contact SLCC's Student Center Operations at 801-957-4076 if they have technical issues with the Console or hardware accessories.

2.1 Checkout Period. The Student acknowledges that Gaming Console Kit or subparts may be checked out for a period of two hours beginning at time of checkout. The Gaming Console Kit or subparts is the Student's sole responsibility from the time of checkout until the items are returned (the **"Checkout Period"**). The Student Center Operations office has sole discretion to extend the time of checkout.

2.2 Recall. Student Center Operations may recall the Gaming Console Kit or subparts to be immediately returned at any time during the checkout period at their sole discretion.

3.1 Acceptable Use of Gaming Console Kit. The Student shall comply with SLCC's Student Code of Rights and Responsibilities and shall not permit third parties to use the Gaming Console Kit unless the Student responsible for checking out the Gaming Console Kit or subparts is physically present during the use. The Student shall adhere to the terms and conditions outlined in licensing and other agreements for software, materials, and services that are on or accessed from the console(s). The Student shall adhere to all applicable state and federal laws. The student is solely responsible for the item(s) while they are checked out. Students who want to play together should be encouraged to check out controller(s) or game(s) in their own names.

3.2 Indemnification. The Student agrees to indemnify and hold harmless SLCC from any and all claims, liabilities, or damages arising from or related to the Student's possession or use of the Gaming Console Kit or subparts during the Checkout Period.

3.3 Loss or Damages to the Device. The Student is solely responsible for precautions to protect the Gaming Console Kit and subparts from damage or loss including protection from spills, heat, drops, damage, unlawful use, or theft during the Checkout Period. If the Gaming Console Kit or subparts are lost, the Student shall immediately notify the Student Center Operations. If the Gaming Console Kit or subparts are stolen, the

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Student must immediately notify the Student Center Operations and file a police report to report the criminal activity.

4.1 Device Check-in. The device must be returned in-person and handed directly to a Student Center Operations employee during the Student Center operating hours by the end of the 2-hour checkout period. Upon return, Student Center Operations staff will verify that all the parts have been returned and inspect the Device for any new damage. Damage to the Device may include dents, scratches, marks, liquid damage, or any damage rendering device inoperable.

4.2 Correspondence. SLCC may send written notice using the contact information provided by the Student at the time they took possession of the Gaming Console Kit. Written notice may include sending an email to their SLCC email address. It is the Student's responsibility to ensure SLCC has up to date contact information.

4.3 Failure to Return the Device and/or Damage to the Device. If the Device is not returned by the end of the two hour Checkout Period, Student Center Operations may take reasonable measures to recover the device.

4.4 Recovery of Costs. The student will be responsible for reasonable market costs related to the repair of any damage or the replacement of any missing parts. The student acknowledges that failure to return the Device or satisfy any payment obligations will result in the student being unable to register for classes, graduate, or receive a diploma. Student will be charged collection fees, late fees, interest up to 18%. Also, SLCC will garnish any future Utah State income tax refund to resolve an unpaid balance, and your account will be transferred to a collection agency where you will be charged up to 40% Collection cost. You will also be reported to one of the three major credit bureaus.

4.5 Ownership. Payment of replacement or repair cost does not imply purchase of the Gaming Console Kit. The Gaming Console Kit and its individual parts remain SLCC property and should be brought back to Student Center Operations office when found.

5.1 Warranties. GAMES, ACCESSORIES, AND CONSOLE IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND. TO THE EXTENT ALLOWED BY LAW, SLCC DISCLAIMS ANY AND ALL STATUTORY WARRANTIES, EXPRESS OR IMPLIED.

5.2 Jurisdiction. The Agreement shall be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue shall be exclusively in the State of Utah.

This is the entire agreement between the parties and supersedes all other agreements, understandings, and negotiations between the parties concerning those subject matters, whether written or oral.

Initial each agreement below:

_____ I certify that I have read, understand, and agree to the above contract.

_____ I am checking out controller(s), game, and console.

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_____ I agree to check back in the Gaming Console Kit with the Redwood Student Center, Student Center Operations staff at the end of the 2 hour check-out period.

_____ I agree that I take full financial responsibility for the repair or replacement of the Gaming Console Kit, as well as any legal penalties related to any device misuse by any party while the Gaming Console Kit was in my care. I understand that if I violate these terms, I may be responsible for a non-refundable Collection Fee, including any interest incurred.

_____ I understand that if I do not bring the device back within 2 hour by the time it is due, I will have a block placed on my College account and I may be referred to collection services.

_____ I understand that if I bring the device back damaged, I will have a block placed on my College account and I may be referred to collection services for unpaid recovery of costs.

Full name: _____

Residential address: _____

Your SLCC S#: _____

Preferred phone number: _____

SLCC Email Address: _____

Personal email address: _____

Signature: _____

Date: _____

Time of Checkout: _____

Time of Return: _____

Signature of Student:

Signature of Student Center Operations Employee
