

## Granted Machine Agreement

This is an agreement (the "Agreement") executed on this date, \_\_\_\_\_, by \_\_\_\_\_ ("Grantee,") and, if applicable, in conjunction with \_\_\_\_\_, the parent or guardian having legal custody or legal guardianship of the grantee, with Computer Recycling Education & Technology, their directors, officers, members, and agents ("CRE&T,") to receive a computer system (the "**GRANT.**")

Grantee hereby freely, voluntarily, and without duress executes this Agreement under the terms and conditions listed below:

CRE&T allows grantee to receive no more than one grant in any one year period.

CRE&T currently builds four classes of system. These are designated as Grant systems, Evergreen systems, Capital systems, and Server systems. The exact specifications for these three kinds of system are recorded elsewhere and not in this document. The specifications for these systems are subject to change without notice.

CRE&T provides these systems on a first-come, first-served basis.

CRE&T makes no attempt to distinguish between various members within a system class, and therefore considers any Grant system to be equivalent to any other Grant system, any Evergreen system to be equivalent to any other Evergreen system, any Capital system to be equivalent to any other Capital system, and any Server system to be equivalent to any other Server system.

CRE&T systems are supplied as is, with no claim made as to the fitness or suitability to any purpose or task whatsoever. CRE&T systems should NEVER be used in any medical environment, or in any circumstance in which any failure of any sort could lead to injury or death. CRE&T systems are not deemed suitable for any such uses.

CRE&T will replace or repair any failed system acquired within fourteen days from the date first above written, with another system of the same class, subject to availability. CRE&T will not, under any circumstances, be obligated to undertake the repair of the failed system, nor will it be obligated to make any attempt to salvage the data on the failed system, nor will it attempt to transfer said data from the failed system to a replacement system, as such actions are deemed by CRE&T to be beyond the normal workaday capabilities of CRE&T volunteers.

Should CRE&T replace a system, that replacement system shall have a new warranty which shall be in effect for an additional fourteen days from the date on which Grantee takes possession of the replacement system.

CRE&T will make no attempt to distinguish between replacement computers to make a more exact match to any failed system.

CRE&T does not accept and expressly denies any responsibility to backup, salvage, safeguard, protect, or restore any data on any system that Grantee may acquire from CRE&T or return to CRE&T, regardless of where such data resides or where any such backups may be stored.

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CRE&T will under no circumstances be held responsible for the maintenance, salvage, or transfer of data, or for damage to any or to all of the data which may accumulate on the storage devices supplied by or attached to a CRE&T system.

CRE&T systems are intended to work with the software configuration installed when the system is acquired. It is not the responsibility of CRE&T to support, troubleshoot, install, remove, or maintain any software, whether such software is currently installed or not.

CRE&T shall not consider the inability of Grantee to successfully upgrade or replace any software or operating system to be synonymous with the failure of a CRE&T system. CRE&T systems are only expected to work as shipped, there being numerous other considerations that apply to software and operating system upgrades, and these considerations are beyond the ability of CRE&T to provide or support.

CRE&T is not obligated nor can it be expected to provide any technical support or advice as to the use, maintenance, or function of any hardware or software component of any system that Grantee acquires.

CRE&T does not endorse, guarantee, nor support any claims or statements made by any CRE&T volunteer when such statements are an attempt to supply technical support. In any such case, a volunteer speaks only for his or her self, and not for CRE&T.

To complete this agreement, please fill in the following blanks below:

I, Grantee, having filled out the grant request form on \_\_\_\_\_ and having said form approved on \_\_\_\_\_, have read and accept the above terms and conditions, and enter into this agreement with CRE&T to receive a

☐ Grant system ☐ Evergreen system ☐ Capital system ☐ Server system (Check one,) as my grant.

I understand that this is the only system I will be granted within a period extending one year from the date of this agreement \_\_\_\_\_.

By signing below, Grantee and, if applicable, the parent or guardian indicates that they have read, understood, and executed this agreement as of the date first above written.

**Grantee Signature:** \_\_\_\_\_

**Parent or Guardian Signature** (if applicable): \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_ **Zip:** \_\_\_\_\_ **Home Phone:** (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**Manager Who Executed this Grant:** \_\_\_\_\_

**Manager's Initials:** \_\_\_\_\_