Terms of Agreement

In consideration for being allowed to rent textbooks from the University of Hawaii at Manoa Bookstore (Bookstore), I agree to the following terms and conditions:

1. I understand that the rental textbook(s) is the property of the Bookstore. To rent a textbook, I must pay the textbook rental fee. By accepting the terms of the textbook rental program, I promise to return the rented textbook to the Bookstore in good, undamaged and rentable condition, with all components and without excessive highlighting, underlining, or marking by 4:30 p.m. on the semester’s Return Date.

   The Return Date for the Fall 2010 semester is Saturday, December 18, 2010. _____ initial

2. I understand that it is my responsibility to return the rented textbook(s) by 4:30 p.m. on the semester’s Return Date or pay the replacement price for the rented textbook and a late charge. It is my responsibility to return the original textbook(s) with its documented serial number rented to me (located on the sticker on the bottom right of the textbook), or to pay the replacement price of the textbook(s) that remain in my possession after the stipulated due date. For the purposes of this Agreement, the replacement price of a rented textbook is the Bookstore’s retail value of the textbook. _____ initial

3. If my rented textbook(s) is lost or stolen, or returned in so damaged a condition that it is not re-rentable, I must notify the Bookstore prior to 4:30 p.m. on the semester’s Return Date, and in any of those events the replacement price of the rented textbook(s) plus any applicable charges will be billed to me. _____ initial

4. I agree that all identifying stickers/labels on the rental textbook(s) must remain intact and must not be removed, altered, or obliterated. _____ initial

5. I understand that if I drop a course for which I have rented a textbook, the rental fee is refundable only if I return the rented textbook within the normal refund period with the original receipt. The normal refund period for both Fall and Spring semesters are two weeks from the first day of instruction and Summer is one week from the first day of instruction. Please see website for details of refund policy (www.bookstore.hawaii.edu/manoa). If I drop a class after the normal refund policy period or have an incomplete in a course for which I rented a textbook, I must return the rented textbook no later than 4:30 p.m. on the semester’s Return Date to avoid being billed for the replacement price and late charge. _____ initial

6. I authorize the Bookstore to place my student record on hold and to bill me either an amount equal to the replacement price of the rented textbook(s) and/or a $25 late charge per rental textbook if any of the above provisions are not met. _____ initial

7. I have read and fully understand the provisions and terms of this agreement and the University of Hawaii at Manoa Bookstore Rental Policy and agree to be bound thereby as evidenced by my signature below.

________________________________________________________________________
Name (please print)

________________________________________________________________________
Address (Street, City, State, Zip Code)

________________________________________________________________________
Email

________________________________________________________________________
Serial #

________________________________________________________________________
Serial #

________________________________________________________________________
Serial #

________________________________________________________________________
Serial #

________________________________________________________________________
Title of Textbook

________________________________________________________________________
Title of Textbook

________________________________________________________________________
Student Signature

________________________________________________________________________
Date

________________________________________________________________________
Student ID #
TEXTBOOK RENTAL POLICY

I. TEXTBOOK ISSUANCE

A. Issuance of rental textbooks for students begins on the date announced by the University of Hawaii at Manoa Bookstore on its website and other locations.

B. Students must present their validated UH Student ID card at the time of the rental and pay the applicable rental fee. Rentals are only processed at the University of Hawaii at Manoa Bookstore location. Only students with a valid UH ID may rent textbooks.

C. Students must rent their own textbooks. A student may not use another student’s UH ID to rent textbooks.

D. The textbook rental fee is not charged as part of the tuition. The textbook rental fee is charged at the time the rental textbook(s) are checked out.

E. Each student is responsible for the textbook(s) he or she rents and must adhere to all terms and conditions in the rental agreement and this Policy, including, without limitation, all terms and conditions regarding textbook refunds.

II. RENTAL TEXTBOOK RETURNS

A. Textbook Return Dates

1. **Return Date**: Rented textbooks must be returned to the University of Hawaii at Manoa Bookstore no later than 4:30 p.m. on the semester’s Return Date. Students who withdraw from the University must return their rented textbooks no later than 4:30 p.m. on the semester’s Return Date.

2. **Late Charges**: Late fees are charged for rented textbooks which are returned after 4:30 p.m. on the semester’s Return Date. Students who wish to keep rented textbook(s), including those used in sequence courses, for study over the semester break and over summer must pay an additional rental fee before 4:30 p.m. on the semester’s Return Date.

3. **Drops**: To obtain a full refund of the rental fee, the student must return the rented textbook(s) to the University of Hawaii at Manoa Bookstore within the normal refund period with the original receipt. If a class is dropped after the normal refund policy, the student must bring with them the original receipt and a copy of the drop form. Otherwise to avoid being charged for the unreturned rental textbook, the returned textbook must be returned by 4:30 p.m. on the semester’s Return Date.

4. **Incompletes**: Students with incompletes in courses for which they rented textbook(s) must return the rented textbook(s) by 4:30 p.m. on the semester’s Return Date in order to avoid being charged for the unreturned rental textbook(s). Rental textbooks must be returned to the University of Hawaii at Manoa Bookstore only.

III. FEES AND CHARGES

A. Charges

1. A student whose rented textbook(s) are not returned by 4:30 p.m. on the semester’s Return Date will have the replacement price of a rented textbook and a ____ late charge per
unreturned rental textbook billed to them. The replacement price of a rental textbook is the
Bookstore’s replacement price from the publisher.

2. At the discretion of the ________________, late charges for rented textbooks not returned by
the semester’s Return Date may be waived on account of sickness, injury or family
emergency provided the student has notified the Bookstore in advance and has proper
documentation of the circumstances.

3. Long overdue accounts may be referred to a collection agency in accordance with University
policy.

B. Lost, Stolen and Damaged Texts

1. If a rented textbook(s) is lost, stolen or returned in so damaged a condition that it is not re-
rentable, the student must notify the University of Hawaii at Manoa Bookstore prior to 4:30
p.m. on the semester’s Return Date, and in any of those events, the replacement price of the
rented textbook(s) plus any applicable charges will be billed to the student.

2. If a lost or stolen rented textbook is subsequently found or recovered and is in good,
undamaged usable condition and still used for the course (i.e. has not been discontinued) by
the date it is returned to the University of Hawaii at Manoa Bookstore, then the student shall
receive the current buyback value of the rented textbook.

3. Students will have five (5) days from the date on the signed Terms of Agreement in which to
inspect the rental textbook for damage or excessive highlighting, underlining or marking and
if found, reporting it to _____________. If the student fails to report any pre-existing
damage or excessive highlighting, underlining or marking within the 5-day period, then at the
discretion of ________________ the student shall be deemed to have accepted the rental
textbook in its then current condition. This may result in the textbook’s replacement price
plus applicable charges being billed to the student when the textbook is returned.

4. Excessive highlighting, underlining or marking textbooks is not allowed and may result in
the new textbook replacement price plus applicable charges being billed to the student when
the rental textbook is returned.

C. Disputes

1. All complaints involving rental textbooks, including without limitation, damage decisions,
late charges, replacement price of a textbook, and lost or stolen rental textbook, must be
written and delivered to ________________ within 14 days of the date complained about
problem occurred. Complaints submitted after the 14-day submission period will not be
accepted for review and action.

If you have questions about the Textbook Rental Policy, contact ________________. Do not ask other students or
faculty members. The University of Hawaii at Manoa Bookstore Textbook Department telephone number is (808)
956-8022.