

Textbook Rental Agreement

Winter 2023 term

TEXTBOOK RENTAL RETURN DATE: 12:00PM ON April 28th 2022.

This rental agreement ("Agreement") is a contract between you and the Wilfrid Laurier University bookstore ("Laurier Bookstore") and applies to your rental of textbooks and/or course related materials ("Rental Materials") from the Laurier Bookstore. This Agreement sets forth your rights and obligations and should be read carefully. In this Agreement, "you" or "your" means any person or entity renting Rental Materials from the Laurier Bookstore using this rental service (the "Service"). Unless otherwise stated, "Laurier Bookstore", the "Bookstore", "we", "our", or "us" will refer collectively to the Wilfrid Laurier University Bookstore.

By clicking "I agree" you agree to the terms and conditions of this Agreement, our [privacy policy and our terms of use](#). You agree that this Agreement is legally binding between you and Wilfrid Laurier University.

TERMS AND CONDITIONS

Eligibility:

- You must be 18 years of age or older to use the Service, as well as have a valid credit card, a valid Laurier student card, and an email address.
- In the event a parent is completing the purchase for you with their credit card information, by completing this Rental Agreement, you are both entering into the contract.

Payment and Fees:

- Your credit card will be charged the rental fee when your order is fulfilled. In addition, you must have valid credit card on file with us at all times. If your credit card is due to expire during the rental term it is your responsibility to contact the Bookstore and provide the new expiry date to be kept on file.
- Rental materials not returned by the rental return date will be charged a buy-out fee. Buy-out fees will be automatically charged to the credit card on file for this Agreement as follows, for each item of rented material: the difference between the new book price and the rental fee + \$25 non return fee. The new book price is based on the new book price at the time of rental. In the event that the credit card on file for this Agreement is no longer valid or in the event the purchasing limit on such credit card has been exceeded at the time the non-return fees are to be charged, we will bill you for, and you agree to pay promptly in full, the buy-out fees. In the event that you do not promptly pay the non-return fees in full, we reserve the right to notify Service Laurier and transfer at our discretion any unpaid fees to your Student Account in accordance with the fee procedures for overdue accounts set out in the academic Calendar. This could result in a financial hold being placed on your University account which may prevent you from registering in classes, obtaining transcripts or your diploma or other consequences, including referral to a collection agency.
- The rental fee is non-refundable. The only exception: if a course is dropped, the rental fee is refundable only if the rental textbook is returned no later than 2 weeks after the start of course and the textbook is in Standard Condition.
- If at any time you decide you want to keep the textbook please contact us and we can charge your credit card the buy-out fee to complete the transaction.

Standard Condition:

- Standard Condition generally means book spine intact, no excessive damage to cover or contents, all original pages intact, all original components and accompanying parts (e.g. CD/DVD) present, no food or beverage damage, and no excessive highlighting, writing or other markings, as determined by the Laurier Bookstore. Normal use, highlighting and writing is permitted.
- Rental Materials are the property of the Laurier Bookstore and remain so during the rental period. The rental book must be returned in the Standard Condition.

Responsibilities:

- Rental books and any accompanying parts (CD/DVD, Solutions Manuals etc.) must be returned by 12:00 pm on April 28, 2023. Books not returned by 12:00 pm on the specified rental return date will be considered late and subject to the fees outlined above.
- The Laurier Bookstore is not responsible for reminding you of your rental return date. Any and all notifications are a courtesy. You are responsible for complying with the Rental Return Dates. You agree and acknowledge that a Rental book returned even 1 day after the Rental Return Date is considered to be non-returned and Non-Return Fees/Buy-out fees will apply.
- You are responsible for loss or theft of all rental materials.
- All identifying stickers/labels on the textbook must remain intact, including the rental serial number.
- You agree to allow us to use email to communicate with you for the purposes of administering this Agreement. Email will be through your official Laurier @wlu.ca account. The University may engage external organizations to deliver the services under this Agreement on its behalf. By entering into this Agreement you consent to the Laurier Bookstore sharing your address, email and other contact information to any unit within the University and external organizations as reasonably required to fulfill the terms and conditions of this Agreement.
- This Agreement may not be assigned or transferred by the customer.
- This Agreement shall be governed by the laws of the province of Ontario.

Disputes: All complaints involving rental textbooks, including without limitation, damage decisions, late charges and replacement cost of a new textbook, and lost or stolen textbooks, must be delivered to the Manager, Academic Materials within 14 days of the rental return date. Complaints submitted after that time will not be accepted for review or action.

This Agreement supersedes all other written and verbal Agreements between the parties relating to the Rental Materials.