

CELLULAR TELEPHONE AGREEMENT

WE THE PARENT/OWNERS _____ AND _____
AGREE TO PROVIDE A CELL PHONE FOR THE USE OF OUR MINOR CHILD,
_____, IF THE MINOR COMPLIES WITH THE FOLLOWING GUIDELINES
(INDICATE BY INITIALING EACH PARAGRAPH):

____ 1. OWNERSHIP OF CELLPHONE: THE CELL PHONE BELONGS TO PARENTS. YOU MAY USE IT ONLY IF YOU FOLLOW THESE GUIDELINES;

____ 2. NO PRIVACY: BECAUSE THE CELL PHONE BELONGS TO US, YOU AGREE THAT YOU HAVE NO PRIVACY INTEREST IN THE CELL PHONE WITH REGARD TO US AND AGREE TO IMMEDIATELY SURRENDER THE CELL PHONE TO US UPON REQUEST, WITHOUT ARGUMENT OR HESITATION;

____ 3. ANSWER THE PHONE!!!: ONE BIG REASON WE ARE LETTING YOU USE THIS PHONE IS SO THAT WE CAN CONTACT YOU WHEN WE NEED TO. YOU MUST ANSWER ANY TEXT OR CALL FROM US IMMEDIATELY. IF YOU ARE DRIVING, PULL OVER SAFELY AND CALL US BACK;

____ 4. CARE: YOU AGREE TO PROTECT THE CELL PHONE FROM DAMAGE OR ABUSE. IF IT BREAKS IS STOLEN OR SIMPLY DISAPPEARS, YOU AGREE TO MAKE THE MONEY TO PAY FOR THE REPLACEMENT;

____ 5. NO LENDING: YOU AGREE NOT TO LEND THE CELL PHONE TO FRIENDS OR ANY OTHER PERSON WITHOUT OUR PRIOR AGREEMENT, EXCEPT IN A REAL (NOT IMAGINED) EMERGENCY;

____ 6. CURFEW: YOU AGREE THAT THE CELL PHONE HAS A CURFEW OF _____ P.M. ON SCHOOL NIGHTS AND _____ P.M. WEEKEND NIGHTS. AT OR BEFORE THESE TIMES, YOU WILL BRING THE PHONE TO ONE OF US (WE WILL NOT HAVE TO GO LOOKING FOR YOU OR IT). WE WILL GIVE YOU CELL PHONE BACK AT A REASONABLE TIME THE FOLLOWING MORNING. EXPECT THAT DURING THIS TIME, WE'LL BE CHECKING ON YOUR DAY'S USE OF IT;

____ 7. USAGE AT SCHOOL: SUBJECT TO THE SCHOOL'S RULES, YOU MAY TAKE THE CELL PHONE TO SCHOOL BUT IT MUST REMAIN IN YOUR LOCKER EXCEPT FOR LUNCH BREAK AND NEVER EVER BE TAKEN TO CLASS UNDER ANY CIRCUMSTANCES;

____ 8. PASSWORDS MUST BE APPROVED: YOU WILL PLACE A PASSWORD OR SWIPE CODE ON THE PHONE, BUT NOT A FINGERPRINT LOCK, SUBJECT TO OUR APPROVAL. THE PASSWORD/SWIPE MAY BE CHANGED ONLY WITH OUR APPROVAL. YOU CANNOT LOCK ANY APPS ON THE PHONE BY CODE, SWIPE, PRINT OR OTHERWISE.

____ 9. APPS MUST BE APPROVED: YOU MAY NOT DOWNLOAD OR INSTALL ANY APPS WITHOUT OUR APPROVAL.

_____ 10. **MONITORING SOFTWARE WILL BE INSTALLED:** YOU ACKNOWLEDGE THAT WE WILL INSTALL MONITORING SOFTWARE THAT WILL MONITOR YOUR ACTIVITY ON THE CELL PHONE. DO NOT EVER TRY TO DISABLE THIS SOFTWARE.

_____ 11. **NO PORNOGRAPHY OR NUDE PHOTOS:** YOU WON'T USE THE CELLPHONE TO ACCESS INAPPROPRIATE CONTENT, INCLUDING PORNOGRAPHY. YOU AGREE THAT YOU WILL NOT USE IT TO TAKE NUDES OF YOURSELF OR ANYONE ELSE, AND IF SOMEONE SENDS YOU A NUDE PHOTO, YOU WILL NOT DELETE IT AND WILL INFORM US IMMEDIATELY;

_____ 12. **NO BULLYING OR HARASSMENT:** YOU WILL NOT USE THE CELLPHONE TO BULLY OR HARASS ANYONE. IF SOMEONE DOES THIS TO YOU, YOU WILL TELL US ABOUT IT IMMEDIATELY;

_____ 13. **GPS STAYS ON!!!:** ANOTHER BIG REASON WE ARE LETTING YOU USE THIS IS SO THAT WE CAN KNOW WHERE YOU ARE. THEREFORE, YOU MAY NOT DISABLE GPS ON THE PHONE;

_____ 14. **NO TALKING OR TEXTING WHILE DRIVING:** THIS IS HOW TEENS GET INTO ACCIDENTS. IF YOU HAVE AN IMPORTANT CALL TO MAKE, PULL OVER SAFELY AND DO IT;

_____ 15. **NO EXCESSIVE TEXT AND DATA USAGE:** IF YOU EXCEED THE TEXT OR DATA USAGE, YOU WILL FORFEIT THE CELLPHONE UNTIL YOU PAY US BACK FOR THE OVERAGE;

_____ 16. **PENALTIES FOR VIOLATION:** SUBJECT TO MODIFICATION BY PARENT/PROVIDER, VIOLATIONS OF THIS CONTRACT BY MINOR USER WILL BE SUBJECT TO THE FOLLOWING PENALTIES:

- A. FIRST VIOLATION – LOSS OF USE OF CELL PHONE FOR ONE DAY (24 HOURS);
- B. SECOND VIOLATION – LOSS OF USE OF CELL PHONE FOR ONE WEEK;
- C. THIRD VIOLATION – LOSS OF USE OF CELL PHONE FOR ONE MONTH;
- D. FOURTH VIOLATION – PERMANENT LOSS OF USE OF CELL PHONE.

_____ 17. **CHANGES MUST BE IN WRITING:** ANY CHANGE TO THIS AGREEMENT MUST BE IN WRITING AND INITIALED BY PARENTS AND MINOR.

SO, AGREED THIS _____ DAY OF _____, 2017.

PARENT OWNER

MINOR USER

PARENT OWNER