

**EQUIPMENT/FACILITY LOAN AGREEMENT**  
**Between**  
**Polonia BC Organizations**

**I. Lender Information**

A. Lender Organization Name

\_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Driver Licence Nbr: \_\_\_\_\_

**II. Borrower and Equipment Information**

A. Borrower Organization: \_\_\_\_\_ ("Borrower") \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Driver Licence Nbr: \_\_\_\_\_

B. Loan Period: From: \_\_\_\_\_ To: \_\_\_\_\_

C. Equipment description:

[enter Equipment/ Facility description]

D. Used for (purpose):

[enter purpose for which Equipment/Facility will be used]

E. Damage Deposit

Suggested amount : circle one ( &100, \$200, \$300 )

Cheque Num:

### **III. Borrower Responsibilities**

This Equipment/Facility Loan Agreement ("Agreement") and the responsibilities as outlined hereunder are not transferable without the written approval of the Lender. By executing this Agreement, the Borrower agrees to comply with all terms set forth herein and the guidelines associated with the loan of Equipment.

#### **A. INSURANCE**

The Borrower is responsible for the full cost of repair or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time Borrower assumes custody until it has been received back by the Lender. Borrower shall maintain adequate insurance coverage to cover loss or damage to the Equipment.

A Certificate of Insurance may be required. If the Equipment is lost, stolen or damaged, Borrower must immediately notify the Lender's representative.

#### **B. USE/DISCLAIMER**

The Borrower shall be responsible for the proper use and deployment of the Equipment. The Borrower shall be responsible for training anyone using the Equipment /Facility on the proper use of the Equipment in accordance with any Equipment use procedures. The Borrower accepts responsibility for operating the Equipment/Using the Facility at its sole risk.

QUEEN'S DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ASSOCIATED WITH THE EQUIPMENT AND ANY USE THEREOF, INCLUDING ANY WARRANTY OF USE FOR A PARTICULAR PURPOSE.

Borrower agrees to use the Equipment/Facility for their planned purpose as outlined above.

#### **C. DELIVERY AND RETURN OF EQUIPMENT /Facility**

The Borrower shall be responsible for the safe packaging, export, shipping and receiving of the Equipment. Original delivery and return transportation costs shall be paid by the Borrower. These expenses shall include all shipping costs to and from Borrower or the research location and shipping and transit insurance. The Equipment / Facility shall be returned by the date specified in Part II above.

The Equipment shall be returned to the Equipment/Facility Representative noted in Part I above.

In the event the Lender has to make arrangements for the return of the Equipment, the Borrower shall be responsible for all costs incurred by the lender, including labor costs, to obtain the return of the Equipment/Cleaning Facility.

#### **D. MAINTENANCE AND REPAIR**

Equipment/Facility shall be returned to the lender in as good a condition as when received by the Borrower. During the Loan Period and prior to return, the Borrower agrees to assume all responsibility for maintenance and repair. In order to confirm that the Equipment/Facility is in good working order upon return to the Lender.

All maintenance and repair of Equipment shall be performed by approved personnel. Any unauthorized maintenance voids all original Equipment warranties. The Borrower shall be liable for the cost of purchasing a new warranty for the Equipment if unauthorized maintenance is performed on the Equipment.

#### E. COMPLIANCE WITH LAWS

Borrower shall comply with all applicable laws, ordinances, and regulations, if any, applicable to the transportation and use of the Equipment. Borrower shall secure all applicable licenses or permits required to use the Equipment/Facility.

#### F. INDEMNIFICATION

In consideration for the Equipment loan, the Borrower agrees to indemnify, defend and hold harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with its use of the Equipment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

\_\_\_\_\_

Organization Name

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_