

**Equipment Loan Agreement** 

Box 849, Woodend, 3442 *Website:* www. mrsg.org.au *Email:* camera<u>@mrsg.org.au</u>

I. Lende	er Information		
Organisation:	Macedon Ranges Sustainability Group	Representative:	
Contact email:		Telephone:	
II. Borro	wer Information		
Name:		Driver's License No:	State:
Email:		Telephone:	
Street Address	:		
MRSG Member	rship ID:		
III. Equip	ment Information		
The "Equipmer	nt" has a combined value of \$800.00 and	consists of:	
<b>þ</b> FLIR C3-X Th	nermal Image Camera þ Charging ca	ble (1m USB Micro-B) þ Pou	ch þ Manual?

## IV. Borrower Responsibilities

The 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 the terms set forth below:

## 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 the Borrower assumes custody until it is returned to the Lender. If the Equipment is lost, stolen or damaged, the Borrower agrees to promptly notify the Lender Representative designated above.

## B. Use/Disclaimer

The Borrower shall be responsible for the proper use and deployment of the Equipment.

The Lender disclaims all representations and warranties associated with the Equipment and any use thereof, including any warranty of fitness for a particular purpose.

The Borrower agrees to use the Equipment for personal, academic, research or non-profit use only, and not for any commercial use or application.

## C. Delivery and Return of Equipment

ime. Should the Equipment be sent by post or courier then it needs to be insured to the value of \$800 and tracked The Borrower is responsible for any loss or damage during shipment.
The Equipment shall be returned within one week of delivery. Additional days will be charged at \$10 per day.
he Equipment shall be returned at (date/time)
o (address):
D. Maintenance and Repair
Equipment shall be returned to the Lender in as good a condition as when received by the Borrower, except for reasonable wear and tear. During the Loan Period and prior to return, the Borrower agrees to assume all responsibility for maintenance and repair and ensure the Equipment is fully charged before returned.
E. <u>Indemnification</u>
n consideration for the Equipment loan, the Borrower agrees to indemnify, defend and hold Lender 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 while under the care, custody and control of the Borrower unless due to the negligence of the Lender.
F. <u>Amendment/Modification</u>
This Agreement cannot be amended or modified except by in an instrument in writing signed by both parties. Any attempt to do so except in accordance with this paragraph shall be void.
G. Intellectual Property
Any intellectual property developed by the Borrower utilizing the Equipment, shall be the sole and exclusive
property of the Borrower.
The parties have executed this Agreement effective as of the date of the last party to sign this Agreement below.
Borrower Authorized Lender Representative

Signature:

Name:

Date:

The Equipment shall be returned by the Borrower in person to the Lender Representative at the agreed place and

Signature:

Name:

Date: