

This agreement is between D-COAX and \_\_\_\_\_

### Terms and Conditions of Loan

1. D-COAX will lend the equipment to the borrowing organization on the terms and conditions of this agreement.
2. The equipment shall be loaned from \_\_\_\_\_ until \_\_\_\_\_ the loan period.
3. The loan period may be extended by mutual consent of both parties.
4. No variation or amendment of this agreement will be effective unless it is made in writing, this can be by email.

### Collection and Delivery of Equipment

1. The borrower must arrange a mutually convenient time to collect the equipment on the first day of the loan period and to return it on the last day of the loan period. This may also be done through shipment of the items and with insurance being purchased for the shipment.
2. The insurance and shipment to the borrower will be paid for by D-COAX.
3. The insurance and shipment for the return of the equipment will be paid for by the borrower.
4. The borrower needs to contact D-COAX for the correct insurance amount.

### Payment

1. The equipment is to be loaned free of charge

### Title and Risk

1. Title and all rights to the equipment shall at all times remain with D-COAX. The borrowing organization acknowledges that it has no right, title or property in the equipment.
2. D-COAX will check the equipment upon receipt of the equipment to ensure it is fit for purpose after the collection. If the equipment is in need of repair or refurbishment, the borrower will assume all costs for such repairs or refurbishment. D-COAX retains all rights to make this determination.
3. Risk of any loss or damage to the equipment will become the responsibility of the borrowing organization upon it leaving the owners possession and shall not revert back to D-COAX until the equipment is back on D-COAX premises.

### Cleanliness

1. The equipment should be appropriately cleaned prior to the loan period by D-COAX and following the loan period by the borrowing organization to avoid risk of cross contamination.

### D-COAX Obligations

1. Provide the borrowing organization with operating, maintenance and servicing instructions as appropriate.
2. Provide the necessary information about training requirements for the correct use of the equipment.
3. Ensure the equipment has undergone the checks detailed in shipping instructions.

**The borrowing organizations undertakings**

The organization borrowing the equipment agrees that during the loan period it shall:

1. Keep the equipment in its possession and control and ensure that it is secure against loss, damage and theft.
2. Operate the equipment in accordance with any operating instructions issued for it and for the purpose it was designed.
3. Ensure that the equipment is used by an appropriately skilled and trained member of staff or student that is properly trained.
4. Any required maintenance and repair of equipment shall be performed by approved personnel. Ensure that relevant Health and Safety regulations are met at all times
5. Keep the equipment in good working order.
6. Ensure that identification marks or labels on the equipment are not removed, defaced, amended, and obscured including those which identify the equipment as belonging to D-COAX.
7. The equipment will not be modified without first obtaining D-COAX written approval
8. Borrowing organization will post a link to www.D-COAX.com on their website.
9. Borrowing organization will post an article in its monthly or quarterly news that has details of the work being done that uses the loaner equipment from D-COAX, Inc. and the article will have the link of www.D-COAX.com.
10. A copy of each article will be forwarded to D-COAX within 2 weeks of the release of each article.

**Insurance**

In the event of the equipment being lost or damaged:

1. The borrowing organization agrees to pay the replacement cost as indicated below.

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Please indicate the insurance company and the policy number

**Inventory of Equipment**

Please list all equipment being loaned and replacement costs where applicable.

<b>Equipment on loan:</b>	<b>Replacement cost:</b>
Model W2.5 X L6.5 mini probe station	\$1,850.

**Signed on behalf of D-COAX**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name. Dan DeLessert..... Position...President....

**Signed on behalf of (insert name of borrower)**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Position \_\_\_\_\_