



Equipment Loan Agreement

Instructions: See our website at <http://dafis.ucdavis.edu/howdoi/leaseloan/step2a.cfm>. Both pages of the form are required.

Lending Agency or Individual

Name: _____ Agreement No.: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ E-mail: _____
 Website: _____

Department Receiving Loan

Department Name: _____
 Contact Person: _____ Phone: _____
 E-mail: _____ Inventory Custodial Code: _____

Equipment Identification

(List separate items individually, even if they are components of an integrated system. Attach separate sheet if necessary.)

Property #	Description of each item (including serial #)	Location Room / Bldg	Cost / Value

Transportation

- Who will pay charges for transportation, including transit insurance, to the Davis campus or other location specified above? University Lender
- Who will be responsible for the transportation charges, including transit risk insurance, when equipment is returned to the lending agency? University Lender

Purpose of Loan

- Instruction Research Demonstration
 Other (describe): _____

Period of Loan (Specific dates please – Indefinite is not appropriate)

From: _____ Through: _____

Additional Provisions (if any)

The Standard Terms of Equipment Loan (on next page) are hereby incorporated. [Business Contracts](#) approval is required if there are any changes to the Standard Terms.

Lender Approval

I understand and agree that (1) the equipment identified above is loaned to the university under the terms and conditions described above; (2) this agreement may be terminated at the request of either party; (3) university approval of this loan in no way constitutes a commitment to purchase equipment at a later date.

Tax Information for Lender: Property loaned to the university for its exclusive use is exempted from property tax under Article XIII, Section 3(d) of the California Constitution. To obtain the exemption, the owner must file a claim with the assessor of the county in which the property will be located by March 15 each year.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

University Approvals

Department Head: _____ Date: _____

Standard Terms of Equipment Loan

1.	This agreement may be terminated by either party upon written notice to the other. Notice to university shall be delivered to the department housing the equipment, University of California, One Shields Avenue, Davis, CA 95616.
2.	University approval of this loan in no way constitutes a commitment to purchase the equipment at a later date. Vendors shall not use this process to promote their equipment for sale to the university.
3.	<p>University shall defend, indemnify, and hold Lender, its officers, agents, or employees, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, which are caused by, or result from the negligent or intentional acts or omissions of University, its officers, agents or employees, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages which are caused by, or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.</p> <p>Lender shall defend, indemnify, and hold University, its officers, agents, or employees, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, which are caused by, or result from the negligent or intentional acts or omissions of Lender, its officers, agents or employees, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages which are caused by, or result from the negligent or intentional acts or omissions of Lender, its officers, agents or employees.</p>
4.	This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes all prior oral or written agreements respecting such subject matter. No waiver, modification, or addition to this agreement shall be binding unless expressed in writing, reviewed and approved by UC Davis Business Contracts, and signed by both parties.