Equipment Use Agreement

This agreement is by and between Chippewa Valley Technical College ("Equipment Owner") and ____________________________ ("Student").

WHEREAS, Equipment Owner owns certain personal property described as Laptops, iPads, e-Readers, digital cameras, video recorders ("Equipment"), and which is normally used for educational/research purposes, and WHEREAS, Student desires to use Equipment Owner’s Equipment solely for purposes relating to Student’s studies and education at Chippewa Valley Technical College, and WHEREAS, Equipment Owner has agreed to allow Student to use the Equipment for those limited purposes relating to Student’s studies and education, provided that the following terms and conditions are met.

It is Therefore Agreed By and Between the Parties

The agreed-upon period for the use of the Equipment by Student is from July 1, 2015 until June 30, 2016. Student understands that it is his/her responsibility to pick up the Equipment, and to return it to the same location at the end of the agreed-upon period of use unless otherwise agreed by both parties. Student understands that Equipment Owner will provide Student with Equipment in good and proper working order for use during the agreed-upon period. Student agrees to return the Equipment to Equipment Owner in the same condition that it was in at the time Student picked it up, normal wear and tear excepted.

Student agrees not to use the Equipment for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the Equipment. Student also agrees to use the Equipment in a careful and proper manner. Student agrees not to use the Equipment for any purpose that is contrary to the mission, purpose, or belief of the Equipment Owner.

Student understands that there is no charge for the use of the Equipment. However, in the event that the Equipment is lost or destroyed during the agreed-upon period of use, whether through the fault of Student or some other person or entity (Equipment Owner excepted), Student agrees to replace the Equipment at his/her own
expense. Also, if the Equipment is damaged during the agreed-upon period of use by Student, whether through the fault of Student or some other person or entity (Equipment Owner excepted), Student agrees to have the Equipment fixed or replaced at Student’s sole cost.

Student agrees to reimburse Equipment Owner for any damage, clean-up or hazardous waste related expenses, including disposal, shipping, damages, and or penalties imposed as a result of Student’s use of the Equipment.

The parties agree that Student is not an agent or employee of Chippewa Valley Technical College. As such, Student will be solely responsible and will assume full responsibility for his/her actions and omissions when using Equipment Owner’s Equipment.
INDEMNIFICATION PROVISION
READ CAREFULLY!

STUDENT AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND EQUIPMENT OWNER (INCLUDING EQUIPMENT OWNER’S AGENTS, EMPLOYEES AND REPRESENTATIVES) FROM ANY AND ALL LIABILITY FOR INJURY OR DAMAGE INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, DEATH, PERSONAL INJURY, EMOTIONAL INJURY, PROPERTY DAMAGE, OR FINANCIAL DAMAGE, WHICH MAY RESULT FROM ANY PERSON USING THE EQUIPMENT WHILE THE EQUIPMENT IS IN THE CARE, CONTROL OR CUSTODY OF STUDENT, REGARDLESS OF WHETHER SUCH INJURY OR DAMAGE RESULTS FROM THE NEGLIGENCE OF STUDENT OR SOME OTHER PERSON OR ENTITY (EQUIPMENT OWNER EXCEPTED).

SIGNATURES

Equipment Owner Representative   Student

__________________________________________   __________________________________________
Printed Name                        Printed Name

__________________________________________   __________________________________________
Signature                            Signature

__________________________________________   __________________________________________
Date                                 Date