



SCOTTSDALE CHRISTIAN ACADEMY

EQUIPMENT LOAN AGREEMENT

Lender Information

Scottsdale Christian Academy

Representative Name & Title:

Representative Telephone #:

Representative Email:

Borrower Information

Name:

Title:

Company/Institution:

Telephone #:

Email:

Equipment Information

Each piece of equipment ("Equipment") shall be listed separately utilizing the format set forth on the attached Exhibit A. The total number of pieces of equipment covered by this Equipment Loan Agreement ("Agreement") is _____.

Borrower Responsibilities

This Agreement and the responsibilities as outlined hereunder are not transferable without the written approval of Lender. By executing this Agreement, the Borrower agrees to comply with the terms set forth below.

1. 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 is returned to Lender. If the Equipment is lost, stolen or damaged, Borrower agrees to promptly notify the Lender Representative designated above.

2. 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 on the proper use of the Equipment in accordance with any Equipment use procedures.

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

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

3. Delivery and Return of Equipment

Title to the Equipment, the subject of this Agreement, shall remain with the Lender. The Borrower shall be responsible for the safe packaging, proper import, export, shipping and receiving of the Equipment. The Equipment shall be returned with the agreed upon time period identified on Exhibit A.

The Equipment shall be returned to the original location of the equipment at:

Scottsdale Christian Academy
14400 N Tatum Blvd
Phoenix, AZ 85032

4. Maintenance and Repair

Equipment shall be returned to 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.

5. Compliance with Laws

Borrower shall comply with all country, federal, state, county, and municipal laws, ordinances, and regulations, if any, applicable to the transportation and use of the Equipment. Borrower shall secure all local, state, and country licenses or permits required to use the Equipment, pay all taxes and fees, and comply with all export laws. It is the Borrower's responsibility to ensure that the Equipment has cleared customs before departing the place or country of use and is in transit to Lender.

6. Indemnification

In consideration for the Equipment loan, the Borrower agrees to indemnify, defend, and hold Lender harmless from any and all damages, injuries, 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 Borrower unless due to the negligence of the Lender. The indemnification and hold harmless obligations of Borrower are enforceable only to the extent permitted by the Constitution and Laws of the State of Arizona and without waiver of sovereign immunity by Borrower.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8. Amendment/Modification

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.

9. Intellectual Property

Any intellectual property developed by Borrower utilizing the Equipment, shall be the sole and exclusive property of Borrower.

10. Force Majeure

Borrower is not responsible to Lender for any loss, damage or failure to perform if occasioned by fire, flood, explosion, windstorm, riot, war, transportation difficulty or any other cause beyond the reasonable control of Borrower.

In witness whereof, the parties have executed this Agreement effective as of the date of the last party to sign this Agreement below.

Authorized Representative for Borrower

Authorized Lender Representative

Name:

Name:

Title:

Title:

Date:

Date:

Signature: _____

Signature: _____

Exhibit A

1. Equipment Description

List of Items:

(be specific with equipment maker name, etc; attach another sheet to continue if space is insufficient)

Total Number of Items:

2. Cost

The Equipment is loaned on a cost recovery basis of: \$

3. Loan Period (Date & Time)

From:

To:

4. Other Terms (if none, state None)

Scan the signed copy of this document and email the PDF file to mrodarte@scamail.org and dlee@scamail.org