

ASSOCIATED STUDENTS, INC

EQUIPMENT LOAN AGREEMENT

I. Lender Information

Dena Florez
Associated Students, Inc.
5154 State University Drive, U-SU #203
323-343-4778 or 626-552-5662 (cell)
Dflorez3@calstatela.edu

II. Borrower Information

Name: _____

Address: _____

Phone: _____

Email: _____

Student ID #: _____

III. Equipment Information

Each piece of equipment ("Equipment") ~~shall be~~ listed ~~separately utilizing the format set forth in~~ Exhibit A. ~~The total number inclusive of pieces of equipment covered by this Equipment Loan~~ its Property Number, Serial Number any and all accessories provide with it. ~~Agreement ("Agreement") is 8.~~

IV. 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:

ASSOCIATED STUDENTS, INC

A. Insurance

A. Borrowers Liability

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.

B. 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.

Borrower agrees to use the Equipment for academic and/or research use only, and not for any commercial use or application.

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

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

C. Delivery and Return of Equipment

Title to the Equipment ~~the subject of this Agreement~~ ad defined herein shall remain with Lender. The Borrower shall be responsible for the safe packaging, proper import, export, shipping and receiving of the Equipment. The Equipment shall be returned within ~~a reasonable amount of time~~ five (5) business days after the Loan Period end date identified on Exhibit A.

The Equipment shall be returned to:

Associated Students, Inc.

5154 State University Drive, U-SU #203

Los Angeles, CA 90032

The Borrower is not relieved of custody of the Equipment until a signed receipt on Exhibit A acknowledging the return of the Equipment is has been completed.

D. Maintenance and Repair

Equipment shall be returned to Lender in as good a condition as when received by the Borrower, except or reasonable wear and tear. During the Loan Period and prior to return, the Borrower agrees to assume all responsibility for maintenance and repair.

E. 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.

F. Indemnification

In 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 Borrower unless due to the gross negligence or willful misconduct of 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 California and without waiver of sovereign immunity by Borrower.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action taken to enforce the terms of this agreement will be heard in Los Angeles Count, California.

H. 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.

I. Intellectual Property

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

J. Force Majeure

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Borrower is not responsible to Lender for any delay in return, 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.

ASSOCIATED STUDENTS, INC

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

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

ASSOCIATED STUDENTS, INC

1. Equipment description:

Microsoft Surface Pro 4 with charger
Tag No: 2008524-A & 2008524-B
Acquisition Cost: \$1,279.97
Manufacturer: Microsoft
Model No: Surface Pro - 4
Used for: Chinese American Oral History Project Showcase

2. Cost. The Equipment is loaned
on a cost recovery basis of: \$1,279.97

3. Loan Period:

From: 05/26/17 @ 1pm To: 06/01/17 8am

ASI Property Clerk Acknowledgement of Return and Receipt of Equipment:

Name: _____

Date Returned: _____