

**EQUIPMENT LOAN AGREEMENT**

 AGREEMENT made effective      , 20     , by and between Regents of the University of Minnesota, through its       Department, (“Borrower”), and      , (“Owner”).

Equipment:

Replacement Value:

Term:

Location:

Purpose:

1. Loan. Owner will provide to Borrower the Equipment for the term set out above. Equipment will be used only at the location set out above, and used only for the purpose set out above. This Agreement may be terminated by either party upon not less than sixty (60) days notice.

2. Title. Equipment is, and shall at all times remain, Owner's personal property. Borrower shall conspicuously identify the Equipment as Owner’s property. Borrower shall not permit anyone to injure, deface, or remove the Equipment or any identification thereof. Borrower shall protect and defend Owner's title, at all times keeping the Equipment free from any liens, or other encumbrance whatsoever.

3. Care, use and location. Borrower shall maintain the Equipment in good repair, and working order, and shall not alter the Equipment without Owner's express written consent. The Equipment shall be operated by trained operators under the supervision of Borrower. Owner represents that it has no reason to believe the Equipment should not be used in accordance with its documentation, or presents any unreasonable risk of harm. Owner will promptly inform University upon learning of any such reason, including without limitation any recall or upgrade notices received by Owner.

4. Redelivery. Upon expiration or termination of this Agreement, Borrower shall return the Equipment, in good repair, condition and working order, except only for ordinary wear and tear resulting from proper use thereof, in a manner and to a location reasonably designated by Owner. If Borrower does not so return the Equipment to the Owner, Borrower shall pay Owner the full Replacement Value of the Equipment set out above within thirty (30) days of the date of Owner’s invoice. If Owner does not give instructions for redelivery, Borrower may store equipment in a commercially reasonable manner at Owner’s expense.

5. Risk of Loss. Borrower shall bear all risk of loss of and damage to Equipment during the term of this Agreement. In the event of loss or damage, Borrower shall: (a) place the damaged Equipment in as good repair and working order as it was prior to the damage; (b) replace lost or damaged Equipment with like Equipment in good repair and working order with documentation creating clear title in Owner; or (c) pay to Owner the full Replacement Value of the Equipment. Borrower shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full Replacement Value thereof. The in-force [Departmental Deductible Obligations](https://policy.umn.edu/finance/propertyinsurance-appa) will apply to any covered property loss.

6. Responsibility. Subject to applicable law, including, with regard to the Borrower, the Minnesota Tort Claims Act, each party will be solely responsible for all claims, actions, and direct damages caused by the responsible party's negligence, willful wrong-doing or breach of this Agreement. Neither party shall be responsible for incidental or consequential damages.

7. Entire Agreement; Modification. This Agreement contains the entire agreement between Owner and Borrower. No modification of shall be effective unless in writing and executed by an authorized representative of each party.

8. Non-Waiver. No delay or failure to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. A waiver of default shall not be a waiver of any other of subsequent default.

9. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota and the United States of America, excluding all conflict of laws provisions. The United Nations Convention on the International Sales of Goods shall not apply to this Agreement.

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| **Regents of the University of Minnesota**By: Name:      Title:      Date:  | By: Name:      Title:      Date:  |