To help mitigate potential losses due to risks that would otherwise be preventable, the following “Equipment Loan Agreement” may be of use to you. If you feel your circumstances are not reflected in this agreement, please contact Risk Management or VP Legal.

**Instructions for Using the “Equipment Loan Agreement”**

1. This agreement is intended to be used when equipment owned by Simon Fraser University is being loaned (either at no cost or a minimal fee) to another organization or an individual (including SFU faculty and staff for personal use). Before lending the equipment please consider the liabilities and risks involved that may be unique to the specific item(s) being loaned. If you believe that your equipment may warrant special provisions please ensure that you include that information in the “Schedule 1” referred to below.

2. The agreement should be accompanied by:
   a. A “Schedule 1” that contains the following items:
      i. A list of the equipment being loaned, including identifying information such as serial numbers, model numbers, and SFU Equipment ID numbers
      ii. The replacement value of the equipment (to allow the borrower to obtain property insurance)
      iii. The duration of the loan
      iv. A description of the intended use of the equipment
      v. A list of prohibited uses
      vi. Special provisions or circumstances that may pertain to your specific equipment
   b. If applicable, include a letter allowing for the use of the equipment outside of the Lower Mainland of British Columbia and/or for extreme environments which may include exposure to water, fine dusts, other contaminants, and/or extreme temperatures.

3. Designate an authorized SFU representative, recommended to be at the Dean or Director level, to sign the loan agreement.

4. Ensure that you obtain all necessary Certificates of Insurance from the Borrower.

5. Contact VP Legal Affairs for further details as they pertain to your individual circumstances.
Simon Fraser University ("SFU") agrees to enter into Agreement with

Full Name: __________________________  Organization Name: __________________________

Address: ___________________________  City, Province: ___________________________  Postal Code: ___________________________

Phone: ___________________  Cell: ___________________  Email: __________________________

Source of Identification: __________________________  ID Number: __________________________

(The "Borrower") to use the SFU owned equipment ("Equipment") as listed in Schedule 1 and for the specified duration as listed in Schedule 1 in agreement with the following terms and conditions:

1. **Waiver.** The Borrower agrees to waive any and all claims that they have or may in the future have against SFU and its board of governors, officers, directors, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all instructors, co-managers, volunteers, sponsors, and officials in any way involved or connected with SFU (all of whom are hereinafter collectively referred to as the "Releasees") arising out of any aspect of the Borrower’s participation in the borrowing or using of any equipment from SFU. The provisions of this indemnity are paramount to any insurance requirements and this indemnity shall survive the expiry or sooner termination of this Agreement.

2. **Release.** The Borrower agrees to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that the Borrower may suffer or that the Borrower’s next of kin may suffer during or as a result of the borrowing, use, or storage of Equipment due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the Releasees, and also including the failure on the part of the Releasees to take reasonable steps to safeguard or protect the Borrower from the risks, dangers and hazards referred to above.

3. **Indemnity.** The Borrower agrees to hold harmless, defend and indemnify the Releasees from and against any and all claims, demands, actions, causes of action, damages, losses, deficiencies, costs (including reasonable legal costs on a solicitor and own client basis), expenses, liabilities, and administrative proceedings ("Claims") including, without limitation, Claims arising by reason of any injury to or death of any person, or damage to any property, including consequential loss, which may be brought or made against any of the Releasees resulting from or in connection with the Equipment, including, but not limited to its use, maintenance, storage, or transport, irrespective of the cause.

4. **Assumption of Carriage.** If the Releasees shall be made party to any litigation involving a third party commenced by or against the Borrower, then SFU may, at its option, participate in or assume carriage of any such litigation or settlement discussions. This Agreement shall be governed by and interpreted solely in accordance with the laws of the province of British Columbia, and any litigation involving the Borrower or SFU shall be brought solely within the province of British Columbia and shall be within the exclusive jurisdiction of the courts of the province of British Columbia.

5. **Property Insurance.** The Borrower shall, at their own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering the Equipment from all sources including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting" (iii) mysterious disappearance (iv) loss of use of the Equipment. Coverage shall span for at least the specified duration as listed in Schedule 1 and must continue until the time the Equipment is returned to and accepted by an authorized representative of SFU. The Property Insurance shall be on a worldwide basis, shall name SFU as an additional insured and as the loss payee with respect to the Equipment, and shall cover all risks of loss of, or damage or destruction to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value as stated in Schedule 1 and shall be primary coverage over SFU’s insurance.

6. **Liability Insurance.** The Borrower shall obtain and maintain, at their own expense, public liability insurance for loss, damage, injury or death, and property damage all risk insurance for not less than $1,000,000 per occurrence which names SFU as an additional insured. The insurance shall be primary in respect of all claims made, and shall not participate with, or be excess over, any valid and collectible insurance carried by SFU. The Borrower shall provide proof of such coverage to SFU.

7. **Cancellation of Insurance.** The Borrower and their insurance company shall provide SFU with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by the Borrower pursuant to the foregoing provisions. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this Agreement.

8. **Compliance With Laws and Regulations.** The Borrower agrees to comply with the laws of all provinces/states in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of example, the Borrower shall at all times (i) display all necessary and proper placards; (ii) obtain all necessary permits and insurance; and (iii) keep all required logs and records. The Borrower shall indemnify and hold the Releasees harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of the Borrower’s possession or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including SFU’s reasonable costs and legal fees.

9. **Storage and Transport.** All Equipment loans are intended for local use in the Lower Mainland of British Columbia unless otherwise negotiated with SFU. Equipment must be in a secure, locked environment when not in use. Equipment must not be left unattended in vehicles. When returning Equipment, it must be returned to the designated storage facilities and accepted by an authorized SFU employee. Leaving the Equipment stored on SFU property does not constitute a completion of this Agreement, and the Borrower will remain responsible for any loss or damage that may occur to the Equipment before it is returned to the designated storage facilities.
10. **Protection of Others.** The Borrower will take all reasonable precautions in regard to the use of the Equipment to protect all persons and property from injury or damage. The Equipment shall be used only by those qualified to use the Equipment. The Borrower shall not without written consent of SFU allow the Equipment or any part thereof to be used by any person not qualified for its use. The Borrower shall not loan the Equipment to any other person, firm, or corporation and the Equipment shall at all times remain under the immediate control, supervision, and direction of the Borrower.

11. **Equipment in Working Order.** It is the Borrower’s responsibility to inspect the Equipment, including accessories, carefully before taking possession of the Equipment. If missing or damaged items are discovered upon taking possession, the Borrower must report them immediately in order to avoid being held responsible. Other than what is written in this Agreement, the Borrower acknowledges that the Equipment is borrowed without warranty for performance, quality, suitability, or any other attribute.

12. **Equipment Maintenance.** SFU will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment during the term of this Agreement. The Borrower will, at their own expense, maintain the Equipment in good mechanical condition and running order. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by SFU.

13. **Acceptance of Return.** Upon the expiration date of this Agreement or upon default whichever occurs sooner, the Borrower will return the Equipment to SFU, together with all accessories, free from all damage and in the same condition and appearance as when received by the Borrower. All Equipment is subject to inspection upon its return. Acceptance of returned Equipment by the Releases shall not be considered a waiver for any claims SFU might have against the Borrower and SFU shall have a reasonable period of time to conduct a full inspection of any Equipment after its return. If the Equipment is returned in an unclean or damaged state, then the Borrower shall pay a charge for maintenance. This charge must be paid in full and no further Equipment may be borrowed until full payment is made.

14. **Incident Reports.** If any of the Equipment is damaged, lost, stolen, or destroyed, or if any person is injured, or if any property is damaged as a result of its use, maintenance, or possession, the Borrower will promptly notify SFU of the occurrence, and they shall file a police report as well as an SFU incident report with SFU security. All damage or breakage of Equipment must be reported immediately. A written report of damage or loss must be submitted when the Equipment is returned.

15. **Bailment.** This Agreement constitutes a bailment of the Equipment and is not a sale or the creation of a security interest. The Borrower will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. SFU will at all times be the sole owner of the Equipment.

16. **Prohibited Use.** The use of the Equipment for extreme environments is strictly prohibited unless prior arrangements are made in writing with SFU. For example purposes only, extreme environments may include, but are not limited to, an environment that exposes the Equipment to water, fine dusts, other contaminants, and/or extreme temperatures. Any property damage resulting from such use, even if approved by SFU, remains the responsibility of the Borrower as per this Agreement.

17. **Default.** If the Borrower breaches this Agreement, then SFU shall have the right to demand the immediate return of all Equipment borrowed and the Borrower shall immediately comply with such demand.

18. **Entire Agreement.** This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between SFU and the Borrower. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on SFU and the Borrower unless set forth in writing and signed by SFU and the Borrower.

19. **Severability.** If any provision of this Agreement or the application of any of its provisions or circumstance to either SFU or the Borrower is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions or circumstances to SFU or the Borrower, will remain valid and in full force and effect.

I have read and agree to the above Terms and Conditions:

SIGNED FOR SIMON FRASER UNIVERSITY by:

________________________________________________________________________
By its authorized signing officer

Name: _________________________________
Title: _________________________________
Date: _________________________________

SIGNED FOR THE BORROWER by:

________________________________________________________________________
By its authorized signing officer

Name: _________________________________
Title: _________________________________
Date: _________________________________