

EQUIPMENT LOAN AGREEMENT
Between
The Governors of the University of Alberta, "Lender" And

"Borrower"

I. Lender Information

The Governors of the University of Alberta

Lender Representative:

Dr. Paul Major - Chair

School of Dentistry

5-470 Edmonton Clinic Health Academy

Edmonton, AB T6G 1C9

(780) 492-3312

Equipment Representative:

Dr. Darrell Demchuk

(780) 407-5545

ddemchuk@ualberta.ca

II. Borrower and Equipment Information

A. Borrower

Name: _____

Address: _____

City: _____

Province: _____ Postal Code: _____

Phone: _____

Email: _____

B. Loan Period: From: May 31 – June 3, 2018

C. Equipment Description:

Adee Electric Handpiece Highspeed Attachment, 1:5 ratio: Model WA-99LT Adee

Electric Handpiece Slowspeed Attachment, 1:1 ratio: Model WA-56LT

D. Used for (purpose):

National Dental Examining Board of Canada (NDEB) Assessment of Clinical Skills Exam

III. Borrower Responsibilities

By executing this Equipment Loan Agreement ("Agreement"), the Borrower agrees to comply with all terms set forth herein and the guidelines associated with the loan of Equipment.

A. LIABILITY

The Borrower is responsible for the full cost of repair or replacement of any or all of the Equipment listed in Appendix 1, that is damaged, lost, confiscated, or stolen from the time Borrower assumes custody until it has been returned. The Borrower shall provide a \$3,200 deposit to cover loss or damage to the Equipment. A valid Visa, Mastercard or AMEX will be required. If the Equipment is lost, stolen or damaged, Borrower must immediately notify the Equipment Representative.

B. USE/DISCLAIMER

The Borrower shall be responsible for the proper use and deployment of the Equipment. The Borrower accepts responsibility for operating the Equipment at its sole risk.

THE UNIVERSITY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ASSOCIATED WITH THE EQUIPMENT AND ANY USE THEREOF, INCLUDING ANY WARRANTY OF USE FOR A PARTICULAR PURPOSE.

Borrower agrees to use the Equipment for the stated purpose only, and not for any commercial use or application.

C. DELIVERY AND RETURN OF EQUIPMENT

The Borrower shall be responsible for the safe packaging, transportation and storage of the Equipment. The Equipment shall be returned by the date specified in Part II above.

The Equipment shall be returned to the Equipment Representative noted in Part I above.

In the event The University has to make arrangements for the return of the Equipment, the Borrower shall be responsible for all costs incurred, including labor costs, to obtain the return of the Equipment.

D. MAINTENANCE AND REPAIR

Equipment shall be returned to the University in as good a condition as when received by the Borrower. During the Loan Period and prior to return, the Borrower agrees to assume all responsibility for maintenance and repair. In order to confirm that the Equipment is in good working order upon return, the Equipment shall be inspected by an approved service technician. The cost of inspection and any necessary parts, repairs or adjustments are solely the responsibility of the Borrower. The Borrower will be notified either by phone, mail or email as provided in Part I, of the repair/replacement charges that are being levied.

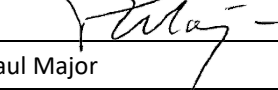
All maintenance and repair of Equipment shall be performed by approved personnel. Any unauthorized maintenance voids all original Equipment warranties. The Borrower shall be liable for the cost of purchasing a new warranty for the Equipment if unauthorized maintenance is performed on the Equipment.

F. INDEMNIFICATION

In consideration for the Equipment loan, the Borrower agrees to indemnify, defend and hold The University 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

**On behalf of The Governors of the
University of Alberta**

BY: 
NAME: Paul Major
TITLE: Chair, School of Dentistry
DATE: April 24, 2018

BORROWER

BY: _____
NAME: _____
DATE: _____

Protection of Privacy - This personal information requested on this form is collected under the authority of Section 33(c) of the *Alberta Freedom of Information and Protection of Privacy Act*. It will be used for the purposes of equipment loan administration. Questions concerning the collection, use and disposal of this information should be directed to: Assistant Chair-Administration, School of Dentistry, Faculty of Medicine & Dentistry. 780-492-2101

This information will be retained and disposed in accordance with approved records retention and disposal schedules of the university.

APPENDIX 1

DETAILED EQUIPMENT INFORMATION

Signed out: _____ Date: _____

Signed in: _____ Date: _____

Adee Electric Handpiece Highspeed Attachment, 1:5 ratio: Model WA-99LT

S/N _____

Status: Needs Repair Needs Replacement Cleared

Repair or Replacement Details:

Cost _____

Adee Electric Handpiece Slowspeed Attachment, 1:1 ratio: Model WA-56LT

S/N _____

Status: Needs Repair Needs Replacement Cleared

REPAIR OR REPLACEMENT DETAILS:

Cost: \$ _____

Tested by: _____

Total Cost to Borrower: \$ _____

Credit Card Information:

Card Type (circle one): Visa Mastercard AMEX

Card Number: _____

Expiry: ____ / ____ CVV: _____

Amount: as per contract: \$ _____

Signature Authorization: _____

Name as it appears on card: _____