

Document Title	Equipment Loan Agreement
Version	1a
Document Code	AGR- EquipmentLoan-V1a



Unit 30/31  
24 Cavenagh Street  
Darwin, NT 0801  
info@umnt.org.au  
umnt.org.au

## Equipment Loan Agreement

### Part 1: Lender Details

**Company:** UMNT Inc.

**Representative Name and Title:** \_\_\_\_\_

**Telephone:** 08 8900 7544

**Email:** \_\_\_\_\_

### Part 2: Borrower Details

<b>Full Name</b>			
<b>Company/Party</b>	<input type="checkbox"/> Non-For-profit <input type="checkbox"/> Unincorporated Group <input type="checkbox"/> Personal		
<b>Address</b>		<b>Post Code</b>	
<b>Mobile Number</b>		<b>Email</b>	

### Part 3: 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 \_\_\_\_\_

### Part 3: 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:

#### 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.

#### 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.**

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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.

### Delivery and Return of Equipment

Title to the Equipment the subject of this Agreement 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 after the Loan Period end date identified on Exhibit A.

The Equipment shall be returned to:

**Unit 30/31, 24 Cavenagh Street, Darwin, NT 0801**

### 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.

### Compliance with Laws

Borrower shall comply with all ordinances, and regulations, if any, applicable to the transportation and use of the Equipment. Borrower shall secure all licenses or permits required to use the Equipment, pay all 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.

### 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 negligence of Lender. The indemnification and hold harmless obligations of Borrower are enforceable only to the extent permitted by the law.

### 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

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.



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## EXHIBIT A

### 1. Equipment Description

<b>Item 1:</b>			
Item Category		Item Tag	
Manufacturer		Purchase Price:	
Description		Quantity:	
Used for (purpose):			
<b>Item 2:</b>			
Item Category		Item Tag	
Manufacturer		Purchase Price:	
Description		Quantity:	
Used for (purpose):			
<b>Item 3:</b>			
Item Category		Item Tag	
Manufacturer		Purchase Price:	
Description		Quantity:	
Used for (purpose):			
<b>Item 4:</b>			
Item Category		Item Tag	
Manufacturer		Purchase Price:	
Description		Quantity:	
Used for (purpose):			
<b>Item 5:</b>			
Item Category		Item Tag	
Manufacturer		Purchase Price:	
Description		Quantity:	
Used for (purpose):			

### 2. Loan Period

<b>Date Borrowed:</b>	
<b>Date to be Returned:</b> <i>(Maximum Loan Period is 2 weeks)</i>	

### 3. Special Terms

Special Terms regarding the above-identified piece(s) of Equipment (which shall govern in the event of a conflict between this exhibit and the Agreement). If none, state NONE.

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