

NDAD LOAN AGREEMENT

I understand that NDAD has agreed to lend me this equipment, at no charge, from today's date until _____ . The equipment I have received is on a loan basis and remains the property of NDAD. I understand that the equipment is to be returned promptly so that other clients of NDAD may benefit from its use. I further understand that it is my responsibility to return the equipment to NDAD. All equipment must be returned clean, disinfected, and in good working condition.

I agree to use the identified equipment for its proper purpose and to return it in the condition it is in at this time, reasonable wear and tear expected. I agree to properly store and maintain the equipment. I assume all risk and liabilities whether or not covered by insurance, for loss or damage to the equipment and for all injuries or death to persons and damage to property, however arising, from or incident to the use, operation, or storage of the equipment.

I understand that NDAD is not responsible for any condition resulting from contact with the equipment and I assume sole risk and expense of any such condition.

In the event that the equipment is lost or destroyed during my rental period, I agree to replace the equipment at my own expense. Also, if the equipment is damaged during my rental period, I agree to have the equipment repaired by a certified technician at my expense. I will not attempt to repair the equipment myself.

I understand that NDAD makes no warranty or representation, expressed or implied, regarding the fitness, quality, design, condition, capacity, suitability, or performance of equipment or of the material or workmanship thereof and is not therefore responsible for any repairs, service, or defects in the equipment or the operation thereof, it being agreed that all such risks are to borne by myself at my sole risk and expense.

I agree that NDAD shall not be liable for any loss or damages by reason of failure of the equipment to operate or faulty operation of the equipment. NDAD shall not be held responsible for any direct or consequential damages or losses resulting from the installation, operation, or use of the equipment furnished herein.

I further represent that I am not relying upon NDAD for advice as to whether the equipment borrowed is appropriate for use under the circumstances and that I have sought and obtained such advice from professional sources other than NDAD.

Borrower's Name

Date

Borrower's Representative

Date