AGREEMENT TO LOAN EQUIPMENT

This Agreement to Loan Equipment takes effect on [DATE],

BETWEEN: (YOUR COMPANY NAME/EQUIPMENT OWNER), a company organised and

 existing under the laws of [Country], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND:** [CLIENT NAME] (the "Client"), a company organised and existing under the laws of [Country], with its headquarters located at the following address:

[COMPLETE ADDRESS]

**RECITALS**

WHEREAS, the Equipment Owner is the owner of certain equipment and software described in Appendix“A” attached hereto;

WHEREAS, the Client has requested that the Equipment Owner loan the Property to the Client;

WHEREAS, the Client agrees to keep and maintain the Property only at the location described in Appendix “B” attached hereto (“Equipment Location”);

WHEREAS, the Client agrees to comply with all other terms and conditions outlined in this Agreement and to limit the use of the Property to the use described in Appendix “C” attached hereto.

Therefore, the parties agree to the following terms and conditions:

1. **PLACEMENT OF PROPERTY**

The Equipment Owner agrees to place the Property (described in Appendix“A”) on temporary loan to the Client at the Equipment Location for the limited use by the Client within the terms of this Agreement. Without written consent from the Equipment Owner, the Property must remain at the Equipment Location The Property shall be delivered back to the Equipment Owner upon demand and without delay following such demand at the expense of the Client. If at any time the Equipment Owner delivers additional property to the Client, it will also be subject to the terms and conditions of this Agreement unless specifically agreed by the parties in writing.

1. **ACCESS TO EQUIPMENT**

Client shall provide Equipment Owner with access to its premises to Equipment Owner or its agents at any time during normal business hours or after normal business hours in the event of a *bona fide* emergency to inspect, maintaining or otherwise access the Property.

1. **LIMITATIONS ON USE**

Client shall use the Property only for the purposes described in Appendix “D” and for no other purpose. Only individuals listed in Appendix “E” shall have access to the Property.

1. **NO LIENS OR ENCUMBRANCES**

Client shall not create nor permit an encumbrance of any nature or kind, whether voluntary or involuntary, to attach to the Property. If any such encumbrance attaches to the Property, Client shall immediately, and without delay cause such encumbrance discharged.

1. **PRECAUTIONARY SECURITY INTEREST FILING**

At the discretion of the Equipment Owner, the Client shall execute any documents necessary for the Equipment Owner to file a precautionary [LAW] registration statement with all applicable governmental offices, giving public notice of the Equipment Owner’s exclusive title and ownership of the Property to the public. Client shall pay any costs and expenses associated with this.

1. **TERM AND TERMINATION**

The operation of this Agreement shall continue for so long as any Property of the Equipment Owner has not been returned to the Equipment Owner.

1. **NO INTERFERENCE WITH TITLE**

The Client agrees that it shall take no action whatsoever that is inconsistent with the ownership of the Equipment Owner in and to the Property. The Client shall take any steps that are required to defend the title of the Equipment Owner in and to the Property and shall execute any documents requested by the Equipment Owner confirming the Equipment Owner’s title in and to the Property.

1. **CARE AND MAINTENANCE**

The Client shall be responsible for the maintenance of the Property during the term hereof and shall take all steps necessary to assure that the Property remains in the same condition as when delivered to the Location. The Client shall be responsible for the safe working of the Property, the proper operation of the Property, and the safe installation of the Property in accordance with all specifications and safety requirements. The Client shall take all necessary actions to ensure that the Property is not misused, damages, or subject to the risk of harm.

Upon delivery to the Location, the Client shall be responsible for any risk of loss, damage, destruction, theft or any other diminution in value or any damage or injury caused directly or indirectly by or as a result of the Property or the operation thereof and shall hold the Equipment harmless from and against the same. The Client shall pay the Equipment Owner for any damage, loss or destruction, regardless of the cause, therefore. In the event of the destruction of the Property, The Client shall pay the Equipment Owner the entire replacement cost of the Property. The Client shall assure that the Property is fully covered by insurance to its full replacement value.

1. **ALTERATIONS, ADDITIONS**

Without prior written approval from the Equipment Owner, the Client may not alter the Property.

1. **WARRANTY DISCLAIMER**

The Property is provided for the use of the Client as an accommodation to the Client. The Equipment Owner makes representations or warranties as to the condition or operation of the Property. THE PROPERTY IS PROVIDED, AND CLIENT ACCEPTS THE EQUIPMENT ON AN “AS IS” BASIS AND WITH ALL FAULTS AND DEFECTS. EQUIPMENT OWNER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Client agrees that it shall indemnify and hold the Equipment Owner harmless from and against all damages, claims, liabilities, actions, suits, threats, demands and settlements arising directly or indirectly from the use and operation of the Property, made by Client or any other party, including but not limited to incidental and consequential damages, lost profits, business interruption damages, injury-related damages, special and punitive damages, even if the Equipment Owner is advised that such damages are possible or reasonably anticipated.

1. **CONFIDENTIALITY**

For purposes hereof, "Confidential Information" means customer information, operating programs, and data or technology incorporated in the loaned Property, but does not include, however, any information: (1) Customer develops or acquires independent of any contact with the Owner and the loaned Property; (2) already in Customer's possession prior to contact with Owner or the Loaned Property; or

(3) generally available to the public on an unrestricted basis in the form provided by Owner.

All such Confidential Information shall be held in strictest confidence and may not be accessed, used, or disclosed except as strictly necessary to execute the authorised use.

Customer agrees to report promptly to Owner any unauthorised access, use, or disclosure of Owner's Confidential Information, as well as any action (or attempt to take action) of any person to delete, disable, deactivate, intercept, interfere with, or otherwise access, modify, or disrupt the Loaned Property or the safe and secure operation thereof.

1. **NOTICES**

Any notification required by or contemplated under the terms of this Agreement shall be in writing and shall be deemed to be delivered if transmitted via Email at the Email addresses listed below, except for any notice of termination of this Agreement which shall be in writing and sent by Certified Mail, Return Receipt Requested and shall be deemed to have been delivered [NUMBER] business days after the date of mailing. Addresses and Email addresses for such notices shall be:

If To Equipment Owner: [ADDRESS]

If To Client: [ADDRESS]

1. **ASSIGNMENT**

Neither this Agreement nor any right, interest, duty or obligation hereunder may be assigned, transferred or delegated by the Client without the express written consent of the Equipment Owner which consent may be withheld at the discretion of the Equipment Owner.

1. **GOVERNING LAW**

This Agreement shall be interpreted under the laws of the [COUNTRY]. Any legal actions relative hereto shall be in the courts of [COUNTRY].

1. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding of the parties concerning the subject matter hereof and supersedes any previous agreement or discussion related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorised representatives of the parties. If any provisions hereof are deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be affected, and this Agreement shall be enforceable without reference to the unenforceable provision. No party’s waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorised.

EQUIPMENT OWNER CLIENT

Authorised Signature Authorised Signature

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