

AGREEMENT BETWEEN WESLEYAN UNIVERSITY AND _____

Loan of Portable Water Station Equipment

Date _____

Wesleyan University of Middletown, Connecticut (“Wesleyan”) and _____ of _____ (“Borrower”) agree to enter into this agreement regarding the loan of the 1 / 2 (circle one) Portable Water Stations (hereafter "the Equipment," described in the attached inventory) from Wesleyan to Borrower.

In consideration of the mutual promises made below, the parties hereby agree to the following terms.

1. Term of the Equipment Loan: Wesleyan agrees to lend and Borrower agrees to borrow the Equipment from _____ to _____ (the “Loan Period”).

2. Additional Obligations of Borrower:

2a. Insurance: Borrower shall provide Wesleyan University with a certificate of insurance verifying property coverage for “Risks of Direct Physical Loss” to cover the value of the Equipment (\$3000 per water station), and listing Wesleyan as a Loss Payee. Insurance coverage shall be for the Term of the Equipment Loan and shall extend to all periods during which the Equipment is in transit. Borrower shall guarantee payment to Wesleyan University for any loss due to damage or theft whether or not the loss is covered by insurance. The certificate holder shall be listed as:

Wesleyan University
Office of Finance and Administration
55 High Street
Middletown, CT 06457
Phone: (860) 685-3242

2b. Condition: Borrower shall maintain the Equipment in its present, like new and clean condition which condition was determined to the parties’ mutual satisfaction as of the effective date of this Agreement. In the event of any damage to, or theft of any part of the Equipment, Borrower will immediately send notice in writing and by telephone, if possible, to the individual named above. Cleaning and setup protocols will be provided with loan of the Equipment, and a condition report is provided as part of this agreement. Borrower is responsible for providing ice for chilling and emptying the ice chamber at the end of the loan period. A representative of Wesleyan may inspect the Equipment at any time.

2c. Location: Borrower shall maintain the Equipment at a mutually agreeable location. Initially, this shall be at _____. In the event that Borrower desires to move the Equipment to a different location for any reason, written consent must be received from Wesleyan University.

2d. Costs of Moving: Borrower shall bear all responsibility, risk of loss and costs of transport for the Equipment.

3. Indemnity: Borrower hereby indemnifies, defend and holds harmless Wesleyan University, its trustees, officers, faculty and employees from any and all liability, cost, loss or expense of any type incurred or threatened with respect to the arrangement contemplated herein and the use and location of the Equipment, including any breach of contract on the part of Borrower, during the term of this Agreement.

4. General Terms

4a. Availability: Equipment is available on a first-come, first-served basis. Loan requests must be submitted as a hard copy to the Wesleyan Sustainability Office at least 5 business days prior to the event. Contact information is listed in section 3a.

4b. Limitations: The water stations require access to a standard outdoor spigot, and are therefore not generally available for indoor events, except in the case of access to an indoor spigot. To maintain sufficient water pressure, the stations must be no more than 300 feet from a spigot. Wesleyan can provide up to 300 feet of food-grade hose and a hose splitter upon request. Each water station is on casters and is easily movable by 1-2 people; additional support may be needed to get the water stations into a vehicle if longer-distance transportation is required. Borrower is responsible for verifying spigot locations and appropriately-sized spigot connections.

4c. Notices: Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service First Class Mail, Express Mail, or certified mail with return receipt requested). All notices shall be addressed to the parties at the address above or at such other addresses as the parties may from time to time direct in writing to the address above.

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

4d. Entire Agreement: This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties.

4e. No Representation or Warranty: Borrower understands and agrees that Wesleyan University makes no representation or warranty of any kind, express or implied, including but not limited to any representation or warranty as to the condition, performance, history, merchantability or suitability for any purpose of the Equipment and any such representation or warranty is hereby expressly disclaimed.

4f. Signature Authority: The individual signing below hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of Borrower and that this Agreement is binding upon Borrower in accordance with its terms.

Wesleyan University

Borrower

Date

Date

Check Number