

Equipment Loan Agreement

Procurement Services



Instructions: This form is to be completed whenever equipment of any kind is lent to the University for any purpose, including demonstration and/or evaluation purposes.

Lending Agency or Individual

| | |
|-------------|--|
| Name | |
| Address | |
| Phone/Email | |

Department Receiving Equipment

| | |
|-----------------|--|
| Department Name | |
| Contact Person | |
| Phone/Email | |

Equipment Identification

| Description (Make/Model) | Serial Number | Location | Equipment Value |
|--------------------------|---------------|----------|-----------------|
| | | | |

Transportation

1. University Lender - is responsible for inbound freight charges, handling, shipping insurance, and risk of loss (including damage to equipment) while in transit to the borrower's location.
2. University Lender - is responsible for return freight charges, handling, shipping insurance, and risk of loss (including damage to equipment) while in transit to the lender's location.

Purpose of Loan

Instruction Research Demonstration Evaluation Other _____

Period of Loan (Dates)

From: _____ To: _____

Additional Provisions (if any):

| |
|--|
| |
|--|

Lender Approval

Signature:

Date:

Printed Name:

Title:

University Approval

Department Head Signature:

Date:

Printed Name:

Procurement Services Signature:

Date:

Printed Name:

Standard Terms of Equipment Loan

1. This agreement may be terminated by either party upon written notice to the other. Notice to the University shall be delivered to the department borrowing the equipment. An additional copy shall be sent to the UCR Procurement Services buyer listed above.
2. University approval of this loan of equipment in no way constitutes a commitment to purchase the equipment at a later date. Vendors shall not use this process to promote their equipment for sale to the University with the intent of circumventing standard purchasing processes or procedures. (The University endeavors to ensure a fair and competitive environment for all vendors seeking to do business on campus and conducts all transactions in accordance with current University-wide policies, local campus procedures including applicable state and federal laws and regulations.)
3. It is understood that the University representative accepting this equipment will use reasonable care in its use and protection from damage or loss. However, the University does not and will not assume responsibility for the payment of any costs associated with loss or damage to this equipment except to the extent that such loss or damage is due to the gross negligence of the University or its authorized representatives. Vendor should expect normal wear and tear.
4. Should the lending firm not take possession of this equipment on the ending date indicated, this loan agreement shall be considered to be extended through the date the firm does take possession.
5. University shall defend, indemnify, and hold Lender, its officers, agents, or employees, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, which are caused by, or result from the negligent or intentional acts or

omissions of University, its officers, agents or employees, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages which are caused by, or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Lender shall defend, indemnify, and hold University, its officers, agents, or employees, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, which are caused by, or result from the negligent or intentional acts or omissions of Lender, its officers, agents or employees, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages which are caused by, or result from the negligent or intentional acts or omissions of Lender, its officers, agents or employees.

6. Lender shall provide evidence of current insurance naming 'The Regents of the University of California' as additionally insured with limits not less than: General Liability with limits as follows: Each Occurrence \$1,000,000; Products/Completed Operations Aggregate \$2,000,000; Personal and Advertising Injury \$1,000,000; General Aggregate (Not applicable to the Comprehensive Form) \$2,000,000; Business Automobile Liability \$1,000,000; and Workers' Compensation as required by California State law.
7. The University of California self-funds its liability exposures, so it does not issue individual certificates of insurance. The UC Office of Risk Services has developed a Certificate of Self-Insurance Coverage document (COC) to illustrate the self-funded retention levels maintained for each liability program. The COC is available on-line (at the following link: <https://www.ucop.edu/risk-services-insurance/files/certificate-of-insurance/uc-certificate-of-insurance-2025-2026.pdf>) for use by entities conducting business with the university as evidence of the self-funded retention levels, coverage terms, and limits routinely requested.
8. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes all prior oral or written agreements respecting such subject matter. No waiver, modification, or addition to this agreement shall be binding unless expressed in writing, reviewed and approved by UC Riverside Procurement Services Department, and signed by both parties.