

Assistive Technology Lab  
Koch-Young Resource Center  
Frank D. Lanterman Regional Center

**ASSISTIVE TECHNOLOGY EQUIPMENT LOAN AGREEMENT**

Assistive Technology Lab (ATL) Equipment may be borrowed by a person with a developmental disability, family members, advocates or service providers providing service or assistance to someone with a developmental disability (e.g. therapist, teacher, rehabilitation counselor). Equipment includes everything borrowed from the ATL, including, but not limited to books and software.

Without an ATL staff consultation, equipment loans are limited to one item per client.

Equipment loans may be for up to 24 weeks, with an initial loan period of eight weeks, and the possibility of two renewals, with each renewal at a period of eight weeks. Fines for overdue equipment are \$10 per week, beginning on the 8<sup>th</sup> day following the due date, and accrue at a rate of \$10 every week, until the equipment is returned. Borrowers will be prohibited from borrowing any additional materials (including books and videos) from the Koch-Young Resource Center until all outstanding equipment is returned and all fines are paid.

Upon completion of the loan period, it is the obligation of the person borrowing the equipment to return it on time and in the same condition as it was received.

Borrower: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Complete the following for the person who will be using the equipment if different from the person borrowing the equipment:**

Name: \_\_\_\_\_

Relationship to borrower: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Description of equipment loaned: \_\_\_\_\_

Date borrowed: \_\_\_\_\_

Date due: \_\_\_\_\_

Please read and sign **BOTH** the Borrower's Responsibility and Liability and the Release of Liability Statements.

**BORROWER'S RESPONSIBILITY**

I understand and agree that I am responsible for the proper handling, storage, use, care, maintenance and return of the equipment in the same condition that it was in when it was loaned to me.

I understand that it is illegal to copy or distribute any software loaned through the Lanterman Regional Center. I will be solely responsible for any penalties, damages and/or license fees that may be demanded by the software manufacturer or distributor for my unauthorized use.

In the event that equipment malfunctions, I will immediately notify the Resource Center staff at the Regional Center.

I will be responsible for any and all costs associated with the repair or replacement of equipment due to damage beyond normal wear and tear. Damage beyond normal wear and tear is to be determined at the sole discretion of the Regional Center.

In the event that I lose the equipment, I will report such loss to the Regional Center.

In the event of theft of the equipment, I will not be liable if I immediately report the theft to the local law enforcement agency and provide a copy of that report to the Regional Center.

I also promise to remit to the Regional Center any and all insurance payments received by me or payable to me, covering loss of or damage to any equipment or software that I have borrowed from the ATL.

I will not pledge, assign, transfer or otherwise give any interest in the equipment to any third party.

I will promise not to copy and/or install any AT software on my personal computer or give the permission to any third party.

I will be responsible for any and all costs associated with return of the equipment, including but not limited to costs and fees of litigation, reasonable attorney's fees and costs, repossession costs and any other costs reasonably incurred by the Regional Center in collecting the equipment from me.

My right to borrow equipment may be suspended for failure to abide by this Loan Agreement.

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Date

**RELEASE OF LIABILITY**

I agree to indemnify and hold harmless the Frank D. Lanterman Regional Center and any and all of their employees, agents or representatives, from damage to property or injury (including death) to myself, and/or any other person, and from any other loss, damage, expense, claim, demand, suit or action by any party against the Frank D. Lanterman Regional Center and any and all of their employees, agents or representatives, in connection with loan(s) of any equipment or item to me by the Koch-Young Resource Center. Further, I agree to indemnify the Frank D. Lanterman Regional Center for any claims against them or their agents, employees or representatives resulting from my failure to return or remove software as required in this agreement.

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Date