

INTERACCESS EQUIPMENT LENDING AGREEMENT

BACKGROUND

The Lender will lend equipment to the borrowing organization or individual on the terms and conditions of this Agreement.

EQUIPMENT FOR LOAN

1. Each piece of equipment covered in this Agreement shall be listed separately, line-by-line, using the format included in **Appendix A**. The entirety of that list is herein referred to as the "Equipment").

DATES OF LOAN & LATE FEES

2. This Agreement will be effective from the pick-up date through to the date that the Equipment is fully returned in reasonable condition and **Appendix B** is signed and completed by InterAccess. In the event that any repair or replacement of the Equipment is required, the Agreement will continue to be effective until the completion of the repair or replacement and payment for the repair or repayment by the Borrower.
3. The borrower agrees to return the Equipment to the Lender by the drop-off date. If the Equipment is not returned by then, late fees may be incurred by the Borrower.
4. The Borrower will agree to uphold the terms in this agreement for the entire duration of their agreement with InterAccess. If the Borrower fails to uphold any of the following items, this agreement may be revoked, associated cost penalties may be enforced, and the Borrower may be ineligible to submit future inquiries.

EQUIPMENT USE & CARE

5. The Borrower shall be responsible for the proper use and deployment of the Equipment.
6. The Borrower shall be responsible for training anyone using the Equipment on the proper use of the Equipment in accordance with any usage procedures. If the Borrower is unclear about their responsibility in this regard, they are obligated to inquire to the Lender with regards to such procedures.

7. The Borrower must comply with all municipal laws and regulations, if any, applicable to the transportation and use of the Equipment.

DAMAGE, REPAIR, AND REPLACEMENT

8. Equipment must be returned in good order and must be devoid of permanent damage including but not limited to structural damage and markings beyond reasonable wear and tear, as determined by the Lender.
9. The Borrower accepts responsibility for operating the Equipment at its sole risk.
10. If the Equipment is lost, stolen or damaged, the Borrower must immediately notify InterAccess.
11. The Borrower is responsible for the full cost of repair or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time the Borrower assumes custody until its return to the Lender at expiry of this agreement and the completed sign-off of **Appendix B**.
12. All maintenance and repair of the Equipment shall be performed by approved personnel. Any unauthorized maintenance may void Equipment warranties. The Borrower shall be liable for the cost of purchasing a new warranty for the Equipment if unauthorized maintenance is performed on the Equipment.

EQUIPMENT RETURN

13. Equipment must be returned no later than 5:59pm on the agreed upon date, unless otherwise arranged with the Lender.
14. All transportation costs, including return postage, are the responsibility of the Borrower.
15. Upon the successful return of the Equipment, InterAccess will sign and fill **Appendix B**.

RENTAL FEES

16. The Borrower agrees to pay all rental fees and security deposits for the Equipment indicated in **Appendix A**. A full price list can be found on InterAccess's website.

INDEMNIFICATION

17. In consideration for the Equipment loan, the Borrower agrees to indemnify, defend and hold InterAccess harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with its use of the Equipment.

JURISDICTION

18. This Agreement shall be deemed to have been made in, and shall be governed by, and be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto.

AGREEMENT

19. By signing this Agreement, the Borrower acknowledges that they have read, understand, and agree to the terms of the Agreement.

This contract entered into on: _____ (Current Date)

Which will be in effect from the agreed pick-up date: _____

Until the agreed drop-off date: _____

Between

Name of Borrower : _____

c/o : _____

Address of Borrower : _____

&

InterAccess

Centre for Social Innovation
192 Spadina Avenue, Toronto, Ontario, M5T 2C2
("InterAccess" or the "Lender")

IN WITNESS WHEREOF each of the Borrower and the Lender has duly executed this Agreement as of the date first set forth above.

SIGNED, SEALED AND DELIVERED in the presence of

_____	_____
Renting Staff Signature	Borrower Signature
_____	_____
on behalf of InterAccess	the Borrower
Dated: _____	Dated: _____

APPENDIX A: EQUIPMENT LIST

Item	Quantity	Rental Length	Rental Cost (\$)	Security Deposit (\$)

APPENDIX B: RETURN CONFIRMATION

- A. By completing and signing **Appendix B**, InterAccess declares that the Equipment has been fully returned in reasonable condition.

Renting Staff Signature

on behalf of InterAccess

Dated: _____