

Hacienda La Puente Unified School District
Technology Services

Loan Agreement for Use of Computer Equipment

Name of Borrower: _____

Department/School Site: _____

Home Address/Phone of Borrower: _____

This is an agreement between Hacienda La Puente Unified School District (herein after referred to as "Lender") and the above-named individual (herein after referred to as "Borrower"), an employee of Lender. This agreement does not create or extend the employment relationship between Borrower and Lender, but only establishes a bailment for use.

RECITALS

Lender owns various computer equipment which are used for classroom instruction or for administrative purposes during the school year. Borrower is interested in using computer equipment owned by Lender to become more proficient in the use of such equipment and/or to develop computer software for classroom instruction.

Lender is willing to loan computer equipment to Borrower without charge for the particular purposes of working on proficiency in use and developing instructional strategies and curriculum during the period, but only on the condition that **Borrower acts as insurer for the equipment while in Borrower's possession.**

Because of Borrower's interest in using said computer equipment, Borrower is willing to act as insurer for the equipment owned by Lender, **taking full responsibility for returning the equipment in good condition to Lender;** and Borrower undertakes to exercise great care in preserving the equipment in good condition while in Borrower's possession.

PROVISIONS

1. **TERM.** Lender loans for use, under the provisions of Civil Code Sections 1884, et seq., the computer equipment identified specifically in Paragraph 2 below to Borrower for the particular purposes referred to in recitals above during the period from _____ to _____. Lender may require the return of the equipment for any reason and at any time.

2. **EQUIPMENT.** Lender loans for use to Borrower, and Borrower borrows for use from Lender, as bailee **for non-personal and non-commercial use by Borrower only** subject to the terms, provisions, conditions, and covenants hereinafter set forth, the following computer equipment:

SEE EXHIBIT 2

3. **LOCATION OF EQUIPMENT UNTIL RETURN.** Borrower shall keep the computer equipment identified in Paragraph 2 above in the Borrower's possession, pursuant to Civil Code Section 1890. At the conclusion of the period referred to in Paragraph 1 above, Borrower shall return the equipment, at Borrower's sole expense, to Lender pursuant to Civil Code Section 1896.

4. **INDEMNITY FOR LOSS OR DAMAGE.** Borrower shall indemnify Lender against all loss or damage whatsoever to the borrowed computer equipment during the period referred to in Paragraph 1 above. Should the borrowed computer equipment be lost during this period, Borrower shall notify their Supervisor in writing immediately. Borrower shall replace the lost computer equipment with comparable equipment that meets or exceeds the functionality of the lost equipment and is in the same or newer condition.

5. **MAINTENANCE AND REPAIR.** Borrower, as bailee for use, agrees to exercise great care in preserving the computer equipment in good condition. In the event that maintenance or repair is required during the period, Borrower agrees to contact Lender's site Technology Resource Teacher (or Network and Computer Services

department) to arrange for such maintenance or repair service. Borrower shall not attempt to make any repairs without express permission from Lender.

6. INSPECTION BY BORROWER. Borrower shall inspect the personal computer equipment before delivery by Lender and shall notify Lender of any defects or other objections to the computer. If Borrower accepts delivery of the equipment, Borrower will be conclusively presumed to have accepted the equipment in good condition and repair.

7. INSPECTION BY LENDER. Lender shall inspect the computer equipment within seven (7) days after its return by Borrower and shall notify Borrower in writing of any defects or other objections to the equipment. If Borrower receives no such written notice within an additional seven (7)-day period, Lender will be conclusively presumed to have accepted the return of the equipment in good condition and repair.

8. TITLE. Title to the computer equipment herein loaned for use shall be and at all times remain in Lender. Borrower shall neither remove nor permit removal of any serial number, model number, name, or any other identification of ownership.

9. NOTICES. All notices required or permitted hereunder shall be delivered in person or by registered or certified mail to Borrower at the residence address shown in Paragraph 2 above and to Lender at its offices (school site) and District Office at 15959 East Gale Avenue, City of Industry, CA 91716-0002.

10. ATTORNEYS' FEES. In the event any action is filed in relation to this agreement, the unsuccessful party in the litigation will pay to the successful party, in addition to all other sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

11. APPLICABLE LAW. This agreement shall be governed by and construed under the laws of the State of California.

BORROWER:
District

LENDER: Hacienda La Puente Unified School

Signature

Date

Site Administrator (Print)

Site Administrator Signature

Date