

# LOAN/RENTAL REQUEST

Name \_\_\_\_\_  ACCT. # \_\_\_\_\_

Dept. \_\_\_\_\_  Check # \_\_\_\_\_ \$ \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_  Cash \$ \_\_\_\_\_

Emory ID # \_\_\_\_\_ Email \_\_\_\_\_  No Charge

<b>Equipment is rented out on a 24 hr. (1 day) period. It must be returned by the end of that 24 hour period or additional charges will apply.</b>	Date out	Date returned
	Date due	Received & inspected by
	Checked out by	Reserved by/date

Equipment	Equip. #	Quantity	Rate/Day	# of Days	Charge

**A-V Services** - Date \_\_\_\_\_ Location \_\_\_\_\_ Time \_\_\_\_\_

Instructions:

Rental \$ \_\_\_\_\_

Labor \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Hours of Labor \_\_\_\_\_ x Rate \_\_\_\_\_ = \$ \_\_\_\_\_

**TOTAL \$ \_\_\_\_\_**

## INSTRUCTIONAL COMMUNICATIONS

### Nell Hodgson Woodruff School of Nursing

Room 106, School of Nursing, 531 Asbury Circle, Emory University, Atlanta, GA 30322

404/727-7969 • FAX 404/712-9735

# EQUIPMENT RENTAL AGREEMENT

**THIS AGREEMENT**, made and entered into as of the date written on the obverse hereof, is by and between **INSTRUCTIONAL COMMUNICATIONS, NELL HODGSON WOODRUFF SCHOOL OF NURSING EMORY UNIVERSITY** (hereinafter referred to as "**Lessor**") and the "**Lessee**" shown on the obverse hereof.

## WITNESSETH

FOR AND IN CONSIDERATION, of the mutual promises and covenants contained here in and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereto agree as follows:

### 1. Equipment Rented.

- (a) Lessor hereby rents to Lessee, the items of equipment indicated on the equipment list, attached hereto and thereby made an integral part hereof (the "Equipment") Lessee hereby agrees to pay Lessor daily or weekly or monthly rates reflected herein on the obverse hereof, receipt of a copy of which is hereby acknowledged by Lessee, for each and every day until the Equipment is returned to Lessor's premises, commencing on the date of return, including Saturdays, Sundays and holidays. If the equipment is returned after the time shown as time-out on the obverse side hereof, a full day's rental will be charged for that day. Lessee hereby agrees to return said equipment on the date shown on the obverse hereof. Lessee hereby agrees that no rental or other charges hereunder shall apply toward the purchase of the Equipment.
- (b) Lessee hereby agrees that Lessee shall pay at the time of delivery of the Equipment by Lessor to Lessee the total balance of rental, taxes, insurance and other charges shown on the obverse hereof. Lessee also hereby agrees to pay any remaining balance due for rental, taxes, insurance, damages, repairs, and all other charges hereunder immediately upon return of the Equipment on the date due to be returned, whichever is earlier.
- (c) Lessee hereby acknowledges that the Equipment is rented at the offices of Lessor. Lessee hereby agrees that Lessor has made no representations or warranties, oral or written, expressed or implied in connection with the Equipment, Lessee hereby agrees that Lessor is in no way responsible for any liability, claims, cost or expenses arising out of the use or possession of the Equipment by Lessee and, the Equipment is leased to Lessee without warranty or guarantee of any kind on the part of the Lessor, either expressed or implied.

### 2. Lessee's Responsibilities

- (a) Lessee hereby acknowledges that the Equipment is rented at the offices of Lessor. Lessee hereby agrees that Lessee assumes full responsibility for selecting the mode of delivery for the Equipment from Lessor's place of business to the Lessee, the safekeeping of the Equipment and keeping of the Equipment in a good state of condition and repair, free from damage of any kind and the safe return of the Equipment no later than the last day of the rental period set forth in this Agreement. All costs of delivery from Lessor to Lessee shall be borne by Lessee and if the Equipment is shipped by Lessor to Lessee, such would be on a collect basis. Lessee shall also select the mode of transportation for returning the Equipment to Lessor and bear all expenses in connection therewith, including without limitation any reasonable service charge imposed by Lessor.
- (b) In the event that all or any one or more of the items of the Equipment is destroyed, lost, stolen either in transit or while in the actual or constructive possession of Lessee, Lessee shall immediately replace such of the Equipment with equipment of same type, kind, quality, and value satisfactory to Lessor and upon Lessee's failure to promptly make such replacement, because of being destroyed, lost or stolen, the rental rate accrued on such equipment shall be paid by Lessee to Lessor until such equipment is replaced or paid for. Lessee has inspected each and every item of the Equipment hereby rented and found each such item to be in good condition, free of defects or damage and agrees to maintain the same in good condition and repair during the rental period and until the Equipment is returned to Lessor at Lessee's sole expense. Lessee hereby agrees that Lessee shall comply with all laws and regulations applicable to the Equipment and shall keep the Equipment free and clear of any claims, liens, or encumbrances. In the event any item of the Equipment hereby rented is damaged either in transit or which in the actual or constructive possession of Lessor, it's agents or employees, it is hereby agreed that Lessee shall immediately return said equipment during the entire time such equipment is being repaired or restored.
- (c) In the event any item of the Equipment is hereby rented should break or become unserviceable during the rental period, Lessor shall in its sole discretion determine whether the break or defect resulted from normal wear and tear and if such is found to be the case, the rental rate shall not apply from the date said equipment is returned to Lessor's premises. If, on the other hand, Lessor determines that the break or defect resulted from misuse or other forces, such equipment shall be immediately returned to Lessor, Lessee shall pay the cost of repair and the rental rate shall continue in full force or effect until repairs are completed.
- (d) Lessee hereby agrees to assume full responsibility and liability for the safe keeping and return to Lessor's premises of all items of the Equipment rented under the terms of this Agreement, from the time the Equipment leaves the Lessor's premises until it is returned. Lessee hereby agrees that the Equipment is used at the Lessee's sole risk and Lessee agrees that it shall hold Lessor harmless and immediately indemnify Lessor against any and all claims or liability arising out of the use, condition, or operation of the Equipment.
- (e) Lessee hereby covenants and represents that Lessee has adequate property insurance to fully protect Lessor against loss, theft, or damage to the Equipment under this Agreement and against property damage and public liability in such amounts as Lessor may reasonably require a copy of said policy having been delivered to Lessor or Lessee hereby agrees to post a bond suitable to Lessor payable to Lessor in an amount equal to the full value to the Equipment herein rented, payable to Lessor in whole or in part upon demand by Lessor for lost, damage, stolen, or destroyed equipment.

### 3. Inspection by Lessor.

During all times while the Equipment is in the actual or constructive possession of Lessee, Lessor, its agents or employees may inspect said equipment at all times, enter upon any premises where any of the Equipment is being stored or used, and if it is found that the Equipment is being misused, abused, or if Lessee is in default as to any of the provisions hereof, repossess the Equipment or any part thereof prior to the expiration of this rental agreement.

### 4. Default of Lessee.

In the event that Lessee shall default on any of the terms, covenants or conditions of the Agreement or fail to punctually make any of the payments due hereunder, or if any execution or other writ of process shall be issued in action or proceedings in bankruptcy, receivership, or insolvency shall be instituted by or against the Lessee or his property, or if the Lessee shall enter into any arrangement of composition with his creditors, or in the event that any judgment is obtained against the Lessee, or if any other reason Lessor feels it is insecure, and in that event, Lessor shall have the option of declaring the Agreement immediately terminated, and the Lessor may, without notice or demand, by process of law or otherwise retake possession of the Equipment and, for such purpose, the Equipment may be in use or being stored, and remove the same therefrom, with or without force, and with or without notice of intentions to retake the same, without being liable to Lessee to any third party in any suit or action, and Lessee shall immediately hold Lessor harmless and indemnify Lessor against any such claims or alleged liability to third parties. Notwithstanding any provision to the contrary contained herein in the event of such termination, Lessee shall be subject to all of the terms, covenants and conditions contained herein including, without limitation, the payment of rental and other charges hereunder.

### 5. Value of the Rental Equipment.

Lessee hereby agrees that the value of the Equipment in the event of any loss or damage during the rental period shall be the replacement cost of such equipment lost or damaged, or comparable equipment in the event such lost or damaged equipment cannot be replaced in kind, plus applicable sales or use taxes, plus applicable freight charges.

### 6. Sublease or Assignment.

Lessee hereby agrees that it shall not assign this agreement, sublease the Equipment to any third party, or subject the Equipment to any part thereof, to any lien, attachment, security interest, or other encumbrance without prior written consent of Lessor and agrees at all times during the term of this Agreement to retain the Equipment in Lessee's exclusive possession under Lessee's direct control and supervision.

### 7. Ownership.

Lessee hereby agrees not to permit defacement, obliteration, removal or otherwise obscure the name plate or tag or any item of the Equipment showing the ownership of the Equipment to be Lessor's. Lessee hereby further agrees that at all times the title and ownership of the Equipment shall remain in Lessor.

### 8. Lessor's Option to Terminate.

Lessee hereby agrees that Lessor shall have the right to terminate this Agreement on twenty-four (24) hours notice, either by mail, personal notice, telephone, or telegram. Upon such exercise the Lessee shall immediately return to Lessor's premises at Lessee's risk and expense, the Equipment covered herein in the same condition as originally delivered to Lessee by Lessor.

### 9. Cost of Collection.

In the event Lessor is required to institute any action to enforce any terms or provisions of this Agreement, Lessee hereby agrees to pay all costs and expenses incurred in connection therewith including, without limitation, twenty-five percent (25%) attorney's fees.

### 10. Taxes.

Lessee hereby agrees to reimburse Lessor for any stated or local taxes, including without limitation sales or use taxes which might be levied upon the Equipment or use of the Equipment while in the possession of the Lessee.

**Miscellaneous.** The acceptance of the return of the Equipment shall not constitute a waiver by Lessor of any of the claims that it may have against Lessee, nor a waiver of claims for latent or patent damage to the Equipment. This Agreement contains the entire agreement and understanding between the parties hereto, including warranties and representation, if any and may not be amended or modified except in writing, signed by both parties, with the same formalities that applied to this document. Time is of the essence of this Agreement. The agreement by Lessee to pay rental is an independent covenant and is not conditional upon other performance. The titles or headings to the paragraphs of this agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. If any clause or provision of this Agreement is held or deemed to be illegal, invalid or unenforceable under the present or future laws effective during the term hereof, then and in that event, it is the intention of the parties hereto that such decision shall not affect the validity of the remaining clauses and provisions of this Agreement. This Agreement shall inure to the benefit of the parties hereto, their heirs, representatives, successors and permitted assigns. This Agreement and contents hereof represent the only warranties, express or implied, between the parties, including any implied warranty of merchantability or fitness for the particular purpose and for any other obligation or liability on the part of the Lessor. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Lessor shall not be liable for any injury, loss or damages directly or consequentially arising out of the use or the inability to use the Equipment, whether used singly or in conjunction with any other equipment.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year shown on the obverse hereof.

"Lessor."

"Lessee."

(SEAL)

(SEAL)

By: Steve Ellwood, Multimedia Services, Manager  
Nell Hodgson Woodruff School of Nursing, Emory University