

**APPALACHIAN STATE UNIVERSITY, DEPARTMENT OF COMMUNICATION
EQUIPMENT LOAN LIABILITY AGREEMENT**

The Department of Communication, Appalachian State University (“ASU”), agrees to lend to:

_____ (the “Borrower”) at no charge the equipment (the “Equipment”) listed below, subject to the terms and conditions stated in this Agreement, and in consideration for being permitted to use the Equipment, the Borrower agrees to be bound by said terms and conditions.

****EQUIPMENT CHECKED OUT AND ITS REPLACEMENT COST, AS WELL AS CHECK OUT AND RETURN DATES,
ARE RECORDED AND ON FILE IN THE BEASLEY EQUIPMENT ROOM****

1. Equipment may be borrowed no earlier than the first day of class and must be returned on or prior to the Equipment Return Due Date.
2. If more than one student is the Borrower, each student must sign this agreement and will be jointly and severally liable for paying for the replacement of damaged, lost, or stolen Equipment. All references herein to “the Borrower” include all such students.
3. A student’s grade for the course will be held until the equipment is returned in the same condition in which it was borrowed, or until the student pays for the replacement of damaged, lost, or stolen Equipment. Charges for the same shall be posted to the Borrower’s account.
4. The Borrower is responsible for the Equipment until it is returned. The Equipment must be returned in the same condition as when it was borrowed. The Borrower is financially responsible for the replacement of Equipment that is damaged, lost or stolen while in his/her possession.
5. In the event of a robbery, theft, damage, or other loss, the Borrower is responsible for the full replacement cost of the Equipment.
6. The Equipment is the property of Appalachian State University and is subject to seizure at any time by the University, the Chair of the Department of Communication, or his/her designee
7. The Borrower agrees to abide by applicable Appalachian State University policies, as well as applicable federal and state laws, when using this Equipment.
8. The University of North Carolina, Appalachian State University, the Department of Communication, and their agents and employees are not responsible for the loss of any data or any other loss or injury resulting from use of the Equipment.
9. I certify that I am at least eighteen (18) years of age, and competent to enter into this agreement. I further certify that no oral promise, agreement, warranty or representation concerning safety or liability has been made to me. If the student is under eighteen (18) years of age, this document must be signed on behalf of the student by his her parent or guardian.

I HAVE READ THE ABOVE TERMS, AND I UNDERSTAND THAT LOSS OR DAMAGE TO THE EQUIPMENT WHILE IT IS CHECKED OUT TO ME CAN RESULT IN MY BEING FINACIALLY RESPONSIBLE FOR THE REPLACEMENT COST OF THE EQUIPMENT. I AGREE TO ALL THE FOREGOING PROVISIONS, AND ACKNOWLEDGE RECEIPT OF THE APPALCHIAN STATE UNIVERSITY PROPERTY DESCRIBE HEREIN.

Borrower’s Name (Please Print): _____

Borrower’s Signature: _____

Borrower’s App State Banner ID Number: _____

Borrower’s Email: _____@appstate.edu Phone: _____

Date: _____

THE SECTION BELOW IS FOR OFFICE USE ONLY

Equipment Return Information:

Equipment received and tested on _____ by _____
(Date) (Faculty/Staff Initials)

Description of Equipment: _____

Equipment fully functional: YES _____ NO _____

If "NO," describe action taken: