

# Equipment Checkout Agreement



**BAYLOR**  
UNIVERSITY  
SCHOOL OF ENGINEERING  
AND COMPUTER SCIENCE

## Equipment Ownership and Rights

All equipment available for checkout from the School of Engineering and Computer Science at Baylor University is under the ownership of the respective department responsible for its purchase, and all rights to said equipment lie with the respective purchasing department.

## Use of Equipment

1. Equipment provided for checkout by the departments of the School of Engineering and Computer Science at Baylor University may only be used in a manner that is consistent with its intended use.
2. Equipment provided for checkout may only be used in connection with academic pursuits and campus events that are part of the course requirements and/or research requirements of your respective course/research curriculum. The borrower agrees to comply with all applicable federal, state and local laws and all university policies applicable to the use of said equipment. Use of equipment in any way that is illegal, immoral or inappropriate to the intended educational purpose is strictly forbidden, and such misuse may, at the School's discretion, result in the loss of borrowing rights.
3. Equipment provided for checkout by the departments of the School of Engineering and Computer Science at Baylor University is provided for the sole use of the individual checking out the equipment, and that said equipment may not be transferred or loaned to any third party while in the possession of the borrower. The borrower agrees to make the equipment available to representatives of the School of Engineering and Computer Science at Baylor University when requested. Any information found or contained on or in the equipment when it is returned will not be treated as confidential information of the borrower and may be deleted or erased.
4. Borrower agrees to return any equipment in the same condition as which it was issued. This includes any accessories, power cables, etc. that accompany said equipment. The borrower will be responsible for ensuring that checked out equipment is only used for the intent for which it was manufactured, and to protect and store the equipment in a manner that provides adequate protection when it is not in use, thus not subjecting the equipment to possible theft or damage. **If it is determined that loss or damage of equipment is a result of negligence, misuse, or malicious intent, the borrower may be held financially responsible for the repair or replacement of the equipment.**
5. Failure to return any checked out equipment by the due date may result in a fine and/or the loss of future checkout privileges at the discretion of the School of Engineering and Computer Science at Baylor University. The borrower also understands that equipment checkout privileges may be revoked at any time by a representative of the School of Engineering and Computer Science at Baylor University with or without cause.

6. Any repairs or modifications of equipment must be made by the support personnel for the School of Engineering and Computer Science. The borrower may not make any modifications to any equipment without the written consent of both the Director of Technology and Facilities and the Department Chair of the department that owns said equipment, or their designated representative.

## Release of Liability

1. All equipment provided for checkout by the departments of the School of Engineering and Computer Science at Baylor University is provided on an "as is" condition. The borrower agrees that use of said equipment is at their own initiative, risk, and responsibility. The borrower assumes full responsibility for any loss of, or damage to personal property as a result of use of checked out equipment. The borrower also assumes full responsibility for any loss of, or damage to personal property that is transported with/in the equipment while said equipment in their possession, or under their control.
2. The borrower agrees for themselves, and (if applicable) any family members, heirs, assignees, executors, and administrators, to indemnify and hold harmless Baylor University, its officers, agents, employees and Regents from any and all claims, damages, demands, liabilities, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise out of the use of any checked out equipment while under their control, INCLUDING CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE ACTS, OMISSIONS, OR NEGLIGENCE OF BAYLOR UNIVERSITY AND/OR ITS OFFICERS, AGENTS, EMPLOYEES and REGENTS.

## Acknowledgement

I acknowledge that I have received, read, understand, and agree to the information presented in the Equipment Checkout Agreement. I have had all my questions fully answered and have been given a copy of this document for my records. My signature below shows that I understand and agree with all of these statements.

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

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

\_\_\_\_\_  
Printed Name