



Equipment Loan Policy

Definitions

1. The following terms have these meanings in this Policy:
 - a. "Lender" – the party lending the equipment;
 - b. "Borrower" – the party borrowing the equipment;
 - c. "Individuals" – all categories of membership defined in the Row Nova Scotia (Row NS) Bylaws, as well as all those employed by, or engaged in activities with, Row NS including, but not limited to, athletes, coaches, umpires, officials, volunteers, convenors, managers, administrators, committee members, directors and officers of Row NS, spectators at events, and parents/guardians of athletes.
 - d. "Equipment" – the piece(s) of equipment that is being exchanged between the Lender and Borrower.

Purpose

2. Row NS is committed to providing an environment in which all Individuals involved with Row NS are given the opportunity to share, loan and use equipment to best support the sport of rowing in Nova Scotia. Row NS provides Individuals with this Policy to enable fair, sustainable, and responsible equipment loaning between Row NS and Individuals.

Lender, Borrower and Equipment Information

3. Lender Information

Lender Organization: _____
 Lender Representative: _____
 Address: _____
 Phone: _____
 Email Address: _____

4. Borrower Information

Borrower Organization: _____
 Borrower Representative: _____
 Address: _____
 Phone: _____
 Email Address: _____

5. Loan Period

From: _____
 To: _____

6. Equipment Description

Please give a full description of all equipment that is being loaned. Feel free to provide photos (attach in your e-mail) or draw diagrams that show specific details such as damage, scratches, dents, etc.

7. Use of Equipment

Please provide information on use, location, storage of equipment and any other relevant information:

Borrower Responsibilities

8. This Policy and the responsibilities as outlined hereunder are not transferable without the written approval of both the Lender and Borrower. By executing the Policy, the Borrower agrees to comply with all terms set forth herein and the guidelines associated with the loan of Equipment.
9. 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 Borrower assumes custody until it has been received back by the Lender. Borrower shall maintain adequate insurance coverage to cover loss or damage to the Equipment. A Certificate of Insurance may be required. If the Equipment is lost, stolen or damaged, Borrower must immediately notify the Lender representative. In the event the equipment is already insured by the Lender, the Borrower shall be responsible for repair cost, insurance deductibles and/or replacement cost, if any. If deemed necessary the Borrower may be required to purchase a rider policy to cover specific use of the equipment.
10. The Borrower shall be responsible for the proper use and deployment of the Equipment. The Borrower shall be responsible for training anyone using the Equipment on the proper use of the Equipment in accordance with any Equipment use procedures. The Borrower accepts responsibility for operating the Equipment at its sole risk. The Borrower must also have proper 3rd party liability and automobile insurance that specifically covers the designated equipment use.
11. The Borrower disclaims all representations and warranties associated with the Equipment and any use thereof, including any warranty of use for a particular purpose.
12. The Borrower shall be responsible for the safe packaging, export, shipping, transport and receiving of the Equipment. Original delivery and return transportation costs shall be paid by the Borrower. These expenses shall include all shipping, fuel and rental costs to and from Borrower. The Equipment shall be returned by the date specified above. The Equipment shall be returned to the Lender Representative specified above.
13. In the event the Lender must make arrangements for the return of the Equipment, the Borrower shall be responsible for all costs incurred by Lender, including labor, gas and rental costs, to obtain the return of the Equipment.
14. Equipment shall be returned to the Lender in as good a condition as when received by the Borrower. During the Loan Period and prior to return, the Borrower agrees to assume all responsibility for maintenance and repair. In order to confirm that the Equipment is in good working order upon return to the Lender, the Equipment shall be inspected by an approved organization representative. The cost of inspection and any necessary parts, repairs or adjustments are solely the responsibility of the Borrower.



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15. All maintenance and repair of Equipment shall be performed by approved personnel. Any unauthorized maintenance may void all original 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.
16. Borrower shall comply with all applicable laws, ordinances, and regulations, if any, applicable to the transportation and use of the Equipment. Borrower shall secure all applicable licenses or permits required to use the Equipment.
17. In consideration for the Equipment Loan Policy, the Borrower agrees to indemnify, defend and hold the Lender harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with its use of the loaned Equipment.

I have read and understand and agree to the above:

_____	_____	_____
Borrower Organization Representative	Signature	Date

_____	_____	_____
Borrower Organization President	Signature	Date

_____	_____	_____
Lender Organization Representative	Signature	Date

_____	_____	_____
Lender Organization President	Signature	Date

Approved: May 14th, 2019