

EQUIPMENT LOAN AGREEMENT

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This Equipment Loan Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LENDER LEGAL NAME], a [STATE] [ENTITY TYPE OR INDIVIDUAL] with its principal place of business or residence at [LENDER ADDRESS] ("**Lender**"); and

[BORROWER LEGAL NAME], a [STATE] [ENTITY TYPE OR INDIVIDUAL] with its principal place of business or residence at [BORROWER ADDRESS] ("**Borrower**").

Lender and Borrower are each a "**Party**" and together the "**Parties**."

Recitals. Lender owns or controls certain equipment and is willing to lend it to Borrower for temporary use, without transferring ownership, in connection with [EVENT, PROJECT, OR PURPOSE]. Borrower wishes to borrow the equipment on the terms below. This is a bailment for use, not a sale, rental for profit, or lease to own. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Loaned Equipment

1.1 Equipment. Lender lends to Borrower, and Borrower borrows from Lender, the items listed in **Schedule A (Equipment List)** attached to this Agreement (the "**Equipment**"), including any cases, cables, accessories, and serial numbers identified there.

1.2 Condition at delivery. The Parties will record the condition of the Equipment at handover in **Schedule A** or in a separate check-out record, including photographs where practical. Absent a noted exception, the Equipment is delivered in good working order.

1.3 No transfer of title. Title to the Equipment remains with Lender at all times. Borrower acquires only a temporary right to possess and use the Equipment for the Permitted Use, and acquires no ownership, security, or other interest in it.

1.4 No security interest. The Equipment is not a fixture and is not subject to any lien created by Borrower. Borrower will keep the Equipment free of liens, levies, and claims arising through Borrower.

2. Term and Return

2.1 Loan period. The loan begins on [START DATE] and ends on [RETURN DATE] (the "**Loan Period**"), unless extended by written agreement of the Parties.

2.2 Return. Borrower will return the Equipment to Lender at [RETURN LOCATION] by the end of the Loan Period, in the same condition as received, ordinary wear and tear excepted, and with all accessories.

2.3 Early return and recall. Borrower may return the Equipment early. Lender may recall the Equipment on [NUMBER] days' written notice, or immediately if Borrower breaches this Agreement.

2.4 Holdover. If Borrower keeps the Equipment past the Return Date without Lender's written consent, Borrower will pay Lender **[\$AMOUNT per day]** as a holdover charge until the Equipment is returned, and will remain responsible for the Equipment during that time.

3. Permitted Use and Care

3.1 Permitted Use. Borrower will use the Equipment only for **[DESCRIBE PERMITTED USE, e.g. the named event/project]** and only for its intended purpose ("**Permitted Use**"). Borrower will not use the Equipment for any unlawful purpose.

3.2 Operation and care. Borrower will operate the Equipment in accordance with the manufacturer's instructions and any guidance from Lender, keep it secure and protected from weather and damage, and use reasonable care to prevent loss or theft.

3.3 No modification. Borrower will not alter, modify, repair (except routine care), repaint, relabel, or disassemble the Equipment without Lender's prior written consent.

3.4 No subleasing or transfer. Borrower will not sublend, rent, pledge, sell, or transfer the Equipment or this Agreement, or permit any third party to use the Equipment, without Lender's prior written consent.

3.5 Location. Borrower will keep the Equipment at **[LOCATION / WITHIN STATE]** and will not remove it from **[GEOGRAPHIC LIMIT]** without Lender's consent.

4. Fees, Deposit, and Costs

4.1 Loan fee. **[SELECT: This loan is made at no charge (gratuitous). / Borrower will pay Lender a loan fee of [\$AMOUNT].]**

4.2 Security deposit. Borrower will pay Lender a refundable security deposit of **[\$AMOUNT]** before taking possession. Lender will return the deposit within **[NUMBER]** days after the Equipment is returned in acceptable condition, less any amounts properly owed for loss or damage, with an itemized statement of deductions.

4.3 Operating costs. Borrower is responsible for ordinary consumables and operating costs (such as fuel, batteries, or media) and for shipping or transport costs unless the Parties agree otherwise.

4.4 Replacement value. For purposes of loss or damage, the agreed replacement value of the Equipment is set out in **Schedule A**. If no value is stated, the Parties will use the Equipment's fair replacement cost.

5. Risk of Loss, Damage, and Insurance

5.1 Risk of loss. From delivery until return, Borrower bears the risk of loss, theft, and damage to the Equipment, except for loss or damage caused by Lender's negligence or by a defect existing at delivery.

5.2 Loss or damage. If the Equipment is lost, stolen, or damaged beyond ordinary wear, Borrower will promptly notify Lender and will, at Lender's election, repair the Equipment or pay Lender its repair cost or replacement value under Section 4.4.

5.3 Insurance. **[SELECT: Borrower will maintain insurance covering the Equipment's replacement value during the Loan Period and will name Lender as a loss payee on request. / The Parties agree no separate insurance is required.]**

6. Disclaimer of Warranties

6.1 As-is. Except as expressly stated in this Agreement, the Equipment is lent "**AS IS**" and "**WITH ALL FAULTS.**" To the extent permitted by law, Lender disclaims all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

6.2 Borrower inspection. Borrower has inspected the Equipment, or has had the opportunity to inspect it, and accepts it in its current condition for the Permitted Use.

7. Indemnification and Limitation of Liability

7.1 Indemnification. Borrower will defend and indemnify Lender against third-party claims for bodily injury or property damage arising from Borrower's possession, use, or operation of the Equipment during the Loan Period, except to the extent caused by Lender's negligence or willful misconduct or by a defect existing at delivery.

7.2 Limitation of liability. Except for Borrower's obligations regarding loss or damage under Section 5 and the indemnification obligations in this Section, neither Party is liable for indirect, incidental, special, consequential, or punitive damages arising out of this Agreement, even if advised of the possibility.

8. Default and Remedies

8.1 Default. Borrower is in default if it fails to return the Equipment when due, uses the Equipment outside the Permitted Use, fails to pay amounts owed, or otherwise breaches this Agreement and does not cure within **[NUMBER, e.g. 5]** days after written notice (or immediately where cure is not feasible).

8.2 Remedies. On default, Lender may, in addition to other remedies at law: (a) demand immediate return of the Equipment; (b) enter on reasonable notice to retrieve the Equipment where lawfully permitted; (c) apply the security deposit; and (d) recover amounts owed, including the replacement value of unreturned Equipment.

9. General Provisions

9.1 Relationship. This Agreement creates a bailment only. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

9.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.4 Entire agreement; amendment. This Agreement, together with its Schedule, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.6 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LENDER

BORROWER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE or N/A]**

Title: **[TITLE or N/A]**

Date: _____

Date: _____

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