



SUBJECT: Equipment Loans

REFERENCE: Contract of Equipment Loan Form

1. PURPOSE

2. SCOPE AND APPLICABILITY

3. DEFINITIONS

4. POLICY

Southern West Virginia Community and Technical College purchases equipment utilized to support the mission of the institution. The first priority is given to academic, student, and administrative use. However, in keeping with the college's mission of service to the community, it recognizes the need and permits the loan of college equipment to civic organizations and/or individuals within the service district. This policy for loan of college equipment to non-campus organizations and/or individuals is not intended to restrict use based on race, religion, gender, national origin or creed of the borrowing organization or individual, but the institution reserves the right to be guaranteed that the use of the equipment shall not be illegal under the policies of the State College System of West Virginia Board of Directors, the laws of the State of West Virginia, or any Federal law or statute.

5. BACKGROUND OR EXCLUSIONS

6. GENERAL PROVISIONS

7. RESPONSIBILITIES AND PROCEDURES

- A. All requests for the use of college equipment shall be directed to the campus Business Manager or the Director of Purchasing.
- B. The individual to whom the request is directed shall provide a standard "Contract of Loan" agreement



form and shall instruct the borrower to present the form to the appropriate campus Business Manager (for equipment assigned to the campus) or to the Director of Purchasing (for equipment assigned to the district office).

- C. The campus Business Manager and/or the Director of Purchasing has the responsibility to ensure that the requested equipment is not needed for any college function during the time it is to be loaned and that the party borrowing the equipment is knowledgeable of the handling and care of the equipment.
- D. The contract must be completed in triplicate and signed by an authorized representative of the borrowing organization and/or individual, the campus Business Manager, and/or the Director of Purchasing. An exception is made for the loan of library audio visual equipment: only the borrower and librarian need to sign the Contract of Loan form. Each party shall retain a copy of the contract.
- E. If any violation of the contract occurs or if the equipment is damaged or lost, the Director of Purchasing must be informed immediately. Procedures will then commence to have the borrower repair and/or replace the damaged equipment.

8. CANCELLATION

College Equipment Loans dated July 1, 1984.

9. SIGNATURE

President

Date

Attachments

Contract of Loan Form SCP 1180.A

Distribution

Revision Date

September 1, 2000



**SOUTHERN WEST VIRGINIA
COMMUNITY AND TECHNICAL
COLLEGE**

**Number: SCP 1180.A
Effective: July 1, 1984
Revised: September 1, 2000**

CONTRACT OF EQUIPMENT LOAN

THIS CONTRACT OF LOAN, made this _____ day of _____, _____ by SOUTHERN WEST VIRGINIA COMMUNITY AND TECHNICAL COLLEGE, hereinafter referred to as "Lender," and _____, hereinafter referred to as "Lendee," and also _____, hereinafter referred to as "Borrower".

NOW, THEREFORE, THIS CONTRACT OF LOAN WITNESSETH:

That for and in consideration of the full and complete performance of the mutual covenants, terms, and conditions hereinafter set forth, the Lender hereby loans unto the Lendee for use by the Borrower, the following equipment for the intention of _____ at:

- | | |
|----------|-----------|
| 1. _____ | 7. _____ |
| 2. _____ | 8. _____ |
| 3. _____ | 9. _____ |
| 4. _____ | 10. _____ |
| 5. _____ | 11. _____ |
| 6. _____ | 12. _____ |

The parties herein bind themselves as follows:

- (1) **The term of this loan shall begin on _____ Borrowed equipment must be returned by 4:30 p.m. on _____.**
- B. **The Borrower is responsible for picking up the equipment at the College and returning it to the College, transportation suitable in the judgement of the College to adequately carry the equipment.**
- C. **The Lendee covenants that the Borrower shall not alter, add to, or change the equipment from its intended purpose without the written consent of the Lender; shall return the equipment to the Lendee in as good condition as at the time of the initial loan.**
- D. **In the event that any equipment is in the judgement of the College technical, electronic, or sophisticated, the Borrower must provide a person qualified to operate and install the equipment properly to prevent any damage internally or externally. The Lender reserves the right to approve the qualified person whom the Borrower selects. The qualified person agreed upon is _____.**
- E. **In the event that the equipment is damaged, destroyed, lost, or stolen, the Borrower is responsible for replacement or repair of the equipment. If the equipment is repaired, the Borrower will do so at his own expense by a repairman approved by the Lender.**
- F. **It is further agreed that the Lender has the right to demand the immediate return of the equipment if in its judgement the terms of the contract are not being met.**
- G. **The Borrower agrees not to loan, give, or allow anyone else to use the equipment for any purpose.**

IN WITNESS WHEREOF: the parties hereto have caused their names to be affixed to this contract of loan.

BY _____
Lendee

BY _____
Southern West Virginia Community and Technical College

BY _____
Department Head