Seton Hall University
End User Loaner Agreement
Terms and Conditions

Throughout this agreement, I shall use the equipment borrowed in accordance with the Seton Hall University policies and appropriate use of resources. I do not own this equipment; I have a "license" to use it only. I shall not permit any other person to possess or use this equipment, unless otherwise indicated. Commercial use, duplication and production of copyrighted materials are strictly prohibited.

By accepting possession of the equipment and its accessories, I agree to the following terms and conditions:

1. I agree to return the equipment to The Teaching and Learning Technology Center on or before the specified agreed time, and I will return the equipment in the same operable condition, less any reasonable wear and tear, in accordance with current University policy.

2. I understand that the **equipment must be returned immediately** if there is any change in my status at the university.

3. **I am responsible for loss, theft, or damage to the equipment.** I understand that I will be assessed the charges for the repair or replacement of any lost, stolen or damaged equipment.

4. I understand that any incidents of **loss, theft or damage must be reported to the TLTC immediately**. All repairs must be made through authorized Seton Hall Programs.

5. I understand that TLT Center reserves the right to recall the equipment prior to the scheduled return date, if and when necessary.

6. **If I fail to return the equipment by the due date**, I understand that I am subject to criminal prosecution or civil liability, and that I may be assessed the full replacement cost of the equipment.

7. I certify that I am currently enrolled and/or employed at Seton Hall University. A valid SHU Identification card is REQUIRED and must be presented at time of pick up. The Photo must match the person picking up the equipment and it must scan valid.

The University hereby disclaims all express and implied warranties, including, without limitation, the implied warranties relating to the equipment merchantability and fitness for particular use. I agree to accept the equipment "as is." In no event shall the University be liable for any incidental, special, indirect, or consequential damage of whatever nature arising out of any claim alleging the University's failure to perform its obligations under which this agreement or its alleged breach of any duty.

I have read and understand all the terms and conditions of this Loaner Agreement. I agree to abide by them.

(User) Print Full Name Signature Date

(TLTC Representative) Print Full Name Signature Date