

## ILLINOIS HOME PERFORMANCE EQUIPMENT LOAN PROGRAM BORROWER'S PARTICIPATION CONTRACT

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This Illinois Home Performance Equipment Loan Program ("IHPELP") Borrower's Participation Contract ("Contract") is entered into by and between [INSERT BORROWER NAME AND BPI ID#] ("Borrower"), and [INSERT PARTICIPATING COMMUNITY COLLEGE] on [INSERT DATE].

1. Equipment Loan: Borrower hereby borrows the following identified equipment for the term of [INSERT START DATE] to [INSERT END DATE], based upon the terms and conditions of this Contract and IHPELP rules: [INSERT IDENTIFIED EQUIPMENT] ("equipment"). Borrower acknowledges that he/she had an opportunity to inspect such equipment, determines it to be safe and satisfactory for his/her purposes and accepts the equipment "as is" with no warranties either express or implied. Notwithstanding any contrary provision in this Agreement, the equipment shall at all times remain the owned property of SWIC, as fiscal agent of IGEN.

2. Reservation Procedures. Equipment shall be reserved using the IHPELP online reservation system. Additional use beyond the dates reserved may be permitted by the [PARTICIPATING COMMUNITY COLLEGE] if it does not interfere with another reservation. [PARTICIPATING COMMUNITY COLLEGE] will make every effort to honor reservations, but cannot guarantee that the equipment will be available on the reserved dates. To assure equipment availability, Borrower should call prior to pick-up. At pick-up, Borrower shall execute a check-out form listing what equipment they have received. A copy of the checkout form will be provided to the Borrower.

3. Conditions. Borrower acknowledges and agrees as follows:

- a. Borrower is entirely responsible for the equipment while in his/her possession, including but not limited to the proper and safe use/operation of the equipment;
- b. Borrower is the only individual authorized to use the equipment and will not loan the equipment to any other person or check it out on behalf of a third party;
- c. Borrower will timely return the equipment to the location from which it was obtained;
- d. Borrower will immediately report any malfunctions, theft, loss or damage of the equipment or its accessories to [INSERT PARTICIPATING COMMUNITY COLLEGE];
- e. Borrower shall pay for any theft, loss or breakage of the equipment, and pay for any repairs, not to exceed replacement cost, as necessary;
- f. Borrower shall not tamper with the equipment, nor alter or remove its components, parts or identification;

- g. Prior to using the equipment, Borrower shall review the specifications of the equipment and become aware of the intended uses and limitations of the equipment;
- h. Borrower shall not make any representations to homeowners as to the accuracy of information obtained using this equipment, nor to his/her expertise in using it;
- i. Borrower shall not make recommendations to homeowners for energy efficiency work based on information obtained using this equipment;
- j. Borrower shall notify [INSERT PARTICIPATING COMMUNITY COLLEGE] if he/she no longer needs to borrow reserved equipment;
- k. Borrower's failure to comply with the provisions of this Contract and all terms and conditions of the IHPELP shall result in dismissal from participation in the IHPELP.

4. Insurance. In addition to the other conditions set forth in this Contract, Borrower shall maintain in full force and effect sufficient insurance coverage while on premises and in transit with an insurance carrier rated A-XII or better by A.M. best rating to replace or repair the equipment based on the replacement schedule in the event of theft, vandalism or damage/destruction and to protect from and against any and all claims, liability, losses or damages related whatsoever to the use of the equipment by Borrower. Coverage shall be written on a primary and non-contributory basis, include a waiver of subrogation and have a per-location/per-project aggregate. The liability limit of insurance shall be no less than \$1,000,000. [INSERT PARTICIPATING COMMUNITY COLLEGE] and Southwestern Illinois College, Community College District No. 522 shall be named as additional insureds on all such liability insurance policies and loss payee on all such property insurance policies.

5. Indemnification. Borrower, shall defend, indemnify and hold harmless [INSERT PARTICIPATING COMMUNITY COLLEGE] and Southwestern Illinois College, Community College District No. 522 from and against any and all claims, liability, losses or damages related whatsoever to the use of the equipment by Borrower.

6. Notices. Any notice or other communication given under this Contract must be in writing and mailed, if to Borrower, to [INSERT BORROWER NAME AND ADDRESS], and, if to [INSERT PARTICIPATING COMMUNITY COLLEGE], [INSERT NAME AND ADDRESS], or to such other address as such party will have designated by notice in writing. Such notice or communication is deemed delivered when sent prepaid, certified mail, return receipt requested.

7. Governing Law. This Contract shall be governed by Illinois law.

8. Assignment. This Contract shall not be assigned by either party.

9. Entire Agreement/Amendment. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof. No provision of this Contract shall be deemed waived, amended or modified by either party unless the waiver, amendment or

modification is in writing and signed by the party against whom it is sought to enforce the waiver, amendment or modification.

In witness whereof, the parties hereto have signed the foregoing Contract on the date first written above.

**BORROWER**

**[PARTICIPATING COMM. COLLEGE]**

By:\_\_\_\_\_

By:\_\_\_\_\_