



## Equipment User Agreement

### Maintenance, Damage and Theft

1. The Borrower will use, maintain and take care of the equipment in a careful and responsible manner.
2. The Borrower will be held liable for any damages he/she causes to the borrowed equipment. His/her liability will not exceed the potential residual value of the equipment, as defined in good faith or contractually.
3. In the event of the borrower not returning the equipment, he/she will be liable to pay the REMS Council the residual value of the item. In order to cover some of the repossession costs, an increase in the overall payment equal to 10% of the residual value of the equipment borrowed (excluding tax) is required, as well as late payment interest at the legal rate, taking effect 30 days after REMS has given formal notice.
4. In the event that the borrower returns the equipment in bad and/or poorly maintained condition (which cannot be described as the result normal use), requiring maintenance or special attention. The borrower will be liable to pay the cost of potential maintenance carried out by a professional . This service provider will be chosen by REMS.

### Liability of User

The borrower states that he/she has, and is presumed to have, all the information and skills necessary for careful and normal use of the equipment; it is his/her responsibility to supplement his/her knowledge if necessary.

Similarly, he/she states that he/she has the authorization, licenses and legal capacity to have or use the equipment.

The borrower is the sole custodian of the Item during the time of allowed use, he/she undertakes as such to exercise effective and exclusive control of the Item.

The borrower is therefore the sole person responsible, apart from REMS, for any damage that the equipment could cause to the borrower or a third party.

The borrower expressly recognizes that he/she is the custodian of the equipment requested for the full duration of the time of allowed use and, should the case arise, beyond this time, until the return of the equipment to REMS is accomplished.

Consequently, REMS assumes no liability during the time of allowed use of the equipment borrowed, in particular regarding its incorrect, imprudent or illegal use.

I have read and agree to abide by the terms and conditions of the Equipment Use Agreement.

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Signature

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Date

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Print Name

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Agency Name

### Attach Equipment Reservation Form