



## Equipment Loan Agreement

*(For Use When City of Foley is Loaning Equipment to an Approved Entity)*

The City of Foley is currently authorized to loan equipment to a State, County, Municipal or Tribal Government and a County or Municipal Public School System.

Date:	
Entity Receiving Equipment ("Borrower"):	
Contact Person:	
Address:	
Phone Number:	
E-Mail:	

The purpose of this agreement is to formalize our understandings regarding our intention to loan certain equipment to the Borrower, and to set forth our mutual understanding regarding the care, custody and disposition of such equipment.

The City of Foley certifies and warrants that it has free and clear title to such equipment, and that it intends to transfer custody only, and to retain ownership and title to equipment during the loan period. The equipment that is covered by this agreement ("Loaned Equipment") is identified as follows:

Year:	
Make/Model:	
Serial or VIN Number:	
Equipment Value:	

### TERMS AND CONDITIONS OF LOAN:

- A. The City of Foley will loan the equipment to the Borrower on the terms and conditions of this agreement.
- B. The equipment loan period shall be from:

Start Date:	
End Date:	

- C. The loan period may be extended or terminated by written mutual consent of both parties.
- D. The Borrower being loaned the equipment will accept full responsibility for loss or damage that occurs to the equipment during the loan period.

- E. The Borrower will present the City of Foley with a Certificate of Insurance (COI) listing the City of Foley as an additional insured. The address listed should be 407 E. Laurel Avenue, Foley, AL 36535.
- F. No variation or amendment of this agreement will be effective unless it is made in writing and signed by both parties.

**PLANNED USE OF LOANED EQUIPMENT:**

Intended Use of Equipment:	
Location of Use (if applicable):	
City of Foley Contact:	
Phone Number:	
E-Mail:	

Upon signing this agreement, the Borrower accepts responsibility for the care of this equipment and understands that they will be held liable for its replacement or repair if reasonable care is not taken.

I certify that I have read and accept the terms of this agreement.

**BORROWER**

**CITY OF FOLEY**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

**Instructions:**

- 1) Complete the "Equipment Loan Agreement – City Owned Equipment" form and obtain signatures.
- 2) Send a copy of the completed form to Rachel Keith or Logan Eberly.
- 3) The entity borrowing the equipment should provide a copy of this agreement to their insurance carrier and request that we be sent a Certificate of Insurance listing the City as an additional insured. The address on the certificate should be as follows: City of Foley, 407 E. Laurel Avenue, Foley, AL 36535.  
NOTE: The equipment should NOT be loaned to the entity until this is received.
- 4) Photos must be taken of the equipment before it is loaned to the entity to document its current condition and retained by the City contact or department loaning the equipment until it is inspected upon return and found to be free of damage.
- 5) Upon return of the equipment, the equipment should be inspected and if any damage is found that will need to be repaired, it should be reported to the entity who borrowed the equipment so they can take care of the repairs or file a claim with their insurance carrier.