



PRODUCT EVALUATION (LOAN) AGREEMENT

MADISON AREA TECHNICAL COLLEGE
 PRODUCT EVALUATION (LOAN) AGREEMENT

_____ (hereinafter referred to as "Company") agrees to lend to MADISON AREA TECHNICAL COLLEGE (hereinafter referred to as "College") the product listed below pursuant to the following terms:

1. Company agrees to provide the product(s) to the College solely for the purpose of _____

2. The product(s) consist of the following:

Description	Model Number	Qty.	Unit Value	Extended Value
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

3. Company shall deliver the product(s) to the College and install it (if requested by the College) at the address indicated below.

Address: _____

All deliveries shall be made FOB Destination. _____ agrees to pay the freight charges to the destination; and _____ agrees to pay the shipping charges for the return.

4. Title to all product(s) will at all times remain solely in Company. During the term of this Agreement, the College agrees not to remove any plaques or labels affixed to the product(s) indicating that such unit is the property of Company.
5. If product(s) shall require repair service while in College's possession, Company shall at Company's sole cost and expense, during the term of the Agreement, provide all normal on-site repair service required to maintain the product(s) in good operating condition. College agrees that it will not permit the product(s) to be serviced by non-Company personal without the prior express written authorization of Company.

6. This Agreement shall terminate _____, and College, if it has not already done so, shall return product(s) to Company. Company shall have the right to terminate this Agreement at any time with or without cause upon giving the College a minimum of (5) five days notice, and to demand the return of product(s).
7. THIS AGREEMENT DOES NOT CONSTITUTE INTENT TO PURCHASE BY THE COLLEGE.
8. By entering into this agreement, the Company acknowledges that the aforementioned product will not be insured by the College, and the College will not be liable for any theft, loss or damage to the equipment whatsoever. The College's sole responsibilities will be limited to exercising reasonable care of, and providing reasonable security for the aforementioned product.
9. The Madison Area Technical College Board of Trustees agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Board further agrees to hold harmless the Company, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the Madison Area Technical College while acting within the scope of their employment.

The Company agrees to hold the College harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Company arising out of or in connection with this Agreement.

10. This Agreement sets forth the entire understanding, and hereby supersedes any and all prior Agreements, oral or written, heretofore made, between the parties with respect to the subject matter of this Agreement, and there are no representations, warranties, covenants, Agreements, or collateral understanding, oral or otherwise, express or implied, affecting this instrument that are not expressly set forth herein.

Agreed to and Accepted _____, 20__

By:

MADISON AREA TECHNICAL COLLEGE

COMPANY:

Signature

Signature