

TO BE COMPLETED FOR EACH PIECE OF CAPU OWNED/LEASED TOOL/EQUIPMENT LOANED

Company Name:

Representative Name:

Equipment Information (include Make, Model, Serial Number, if available):

Date:

CapU Liaison:

TERMS

1. The equipment will be operated in a manner consistent with applicable industry, WorkSafeBC and/or OHS regulations or standards.
2. The borrower will at all times during the lending period maintain insurance in full force and satisfactory to CapU covering all equipment at full replacement cost.
3. The equipment has been inspected the Borrower and found to be in acceptable working condition, without operational or safety defects. Borrower is accepting equipment 'as is'.
4. The Borrower shall indemnify and hold harmless CapU from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities suffered by any person by any reason howsoever caused by the direct or indirect operation, handling, or use of the equipment during the lending period.
5. In return for the Borrower being permitted to used OC's equipment, the Borrower further agrees to defend, indemnify and hold harmless OC, its directors, officers, employees, agents and representatives from liability for injury, damage, loss or liability whatsoever caused by the Borrower's negligence, gross negligence, or intentional acts or omissions in connection with the Borrower's use of the equipment..
6. Borrower hereby assumes all responsibility for any and all damages or loss of equipment and agrees to pay the full cost of all repairs or full value of replacement.
7. CapU's equipment shall be returned in the pre-loan condition.
8. CapU can terminate the Borrower's use of the equipment at any time for any reason.

Authorized Borrower Representative:
Authorized Lender Representative

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: