

WYOMING RELAY EQUIPMENT LOAN AGREEMENT

The purpose of loaning the equipment is to provide individuals with communication impairments, and/or their family representative, service providers, and employers the opportunity to borrow equipment on a **short-term** basis.

By my signature below, I, _____, (BORROWER), or the entity that I am authorized to sign for, agrees to the following terms and conditions. Borrowing privileges may be revoked at any time for Borrower's failure to follow the terms and conditions of this Agreement.

- The equipment loan period is **two weeks** and is established the day equipment is shipped or picked up by the Borrower from the Wyoming Relay Office. The specific dates of your loan period will be included with the equipment. Depending on the demand and availability of equipment, loan extensions may be possible; Borrower must request this at least five days in advance of the loan expiration date.
- Wyoming Relay will loan equipment to consumers free of charge. Wyoming Relay will pay for the cost of shipping to the Borrower.
- The Borrower shall pay return shipping costs if needed, with insurance, in the amount not to exceed \$ _____ (determined by the value of loaned equipment).
- Any borrowed equipment shall be subject to recall by Wyoming Relay at any time. Wyoming Relay will give BORROWER at least a 24-hour notice, when practical, in the event it is necessary to make a recall for any purpose. BORROWER shall immediately return any recalled borrowed equipment to Wyoming Relay.
- BORROWER shall assume all responsibility for the equipment borrowed. Borrower shall use the equipment in accordance with any directions or instructions provided with the equipment, and shall notify Wyoming Relay at 1-800-452-1408 (V/TTY) of any problems as soon as possible.
- BORROWER shall immediately, upon request, remit to Wyoming Relay the amount of money that Wyoming Relay, in its sole discretion, determines is due to cover the cost of any borrowed equipment lost by the Borrower.

- BORROWER shall immediately, upon request, remit to Wyoming Relay the amount of money that Wyoming Relay, in its sole discretion, determines is due to cover any damages to the equipment that is beyond normal wear and tear.
- BORROWER acknowledges that Wyoming Relay makes no claims or warranties of any kind nor do they perform any assessment for safety or fitness of the equipment for its intended purposes prior to lending the equipment.
- BORROWER agrees to defend, indemnify and hold harmless the State of Wyoming, Division of Vocational Rehabilitation, Wyoming Relay, its Advisory Committee, officers, employees, and agents, from any and all claims arising from or related to this Agreement and the use of any equipment loaned by Wyoming Relay.

The Division of Vocational Rehabilitation and Wyoming Relay do not waive their governmental immunity by setting forth these policies and fully retain all immunities and defenses provided by law with regard to any action based on Wyoming Relay equipment loans and policies.

DATE ISSUED: _____

ORGANIZATION: _____

PRINTED NAME: _____

SIGNATURE: _____

ADDRESS: _____

TELEPHONE: _____

EQUIPMENT: _____

SERIAL #: _____

DUE DATE: _____

WY RELAY REP: Dominique Maestas or Lori Cielinski

REP SIGNATURE: _____