



LOANED EQUIPMENT AGREEMENT

Date

Name
School Name
Street Address
City, AZ, Zip

Dear _____,

We are pleased to join you in implementing the Arizona Trout Unlimited (TU) Trout in the Classroom (TIC) program.

LOANED EQUIPMENT AGREEMENT

As a participant in the Trout in the Classroom program (TIC) this Agreement is entered into this day of _____ by and between _____ (School) (henceforth known as "school") and the Arizona Council of Trout Unlimited (henceforth known as "TU").

This Agreement establishes the provisions for the transfer and loan of equipment from TU to the school for the purposes of participating in TIC, a program designed to provide a science-based, hands-on learning opportunity with exposure to trout, their life cycle, their effects on the ecosystem and to advance TU's cold-water conservation objectives.

TU is pleased to provide equipment for use by the school with the following conditions:

1. The necessary equipment provided for participation in TIC is for the use by the school for the sole purpose of participating in TIC. Use of the equipment for any other purposes is prohibited.
2. The school acknowledges receipt of equipment for which TU shall retain title and full ownership.
3. By accepting and using this equipment for the stated purposes, the school assumes all liabilities and responsibility for its use and agrees to indemnify and hold harmless AZTU from any claims of any nature whatsoever arising from the use and/or misuse of the equipment, including attorney's fees and costs.

4. As long as the school fully participates in TIC, the equipment will be for the sole use of the school and the school agrees to promptly notify TU if any repairs or replacements are necessary. Upon receipt of written notice, TU will be responsible for making repairs and/or providing replacements in a timely manner.
5. In the event that participation in TIC is terminated or diminished, the school shall notify and shall return the equipment to TU with no more than reasonable wear and tear being expected.
6. In the event that the contact person (hereinafter designated) changes for either the school or TU it is the responsibility of the outgoing contact to notify in writing the other contact of said change.
7. TU reserves the sole right in its discretion to terminate the TIC program, and upon such termination, all equipment shall immediately be returned to TU.

The undersigned, as authorized representatives of the indicated entities, agree to the terms and conditions herein specified:

Participating Organization

Arizona Council of Trout Unlimited

Name

Arizona Council of Trout Unlimited
Council Name

Participating Teacher (or Principal)

TIC Representative

Phone Number

Phone Number

Address

40 South Twelve Oaks Blvd
Address

City, State, Zip

Chandler, AZ, 85266
City, State, Zip

e-mail

e-mail

Signature

Signature

Date

Date