



SBWIS Toddlers on the Move Loan Terms and Agreement

Spina Bifida Wisconsin, Ltd (SBWIS), for the purpose of this program, is the “Lender.” The individual signing below on behalf of his/her family is the “Borrower.” This agreement and the responsibilities as outlined are not transferrable without the written approval of Lender. In consideration for being allowed to borrow the equipment free of charge, the Borrower agrees to comply with the terms set forth below:

- A. **INSURANCE:** Borrower is responsible for the full cost of repair or replacement of any or all of the equipment that is damaged, lost, confiscated or stolen from the time the Borrower assumes custody of the equipment, until it is returned to the Lender. If the equipment is lost, stolen or damaged, Borrower agrees to promptly notify SBWIS by emailing sbwis@sbwis.org with details of the incident.
- B. **USE/DISCLAIMER:** Borrower is responsible for the proper use and deployment of the equipment. The Borrower shall be responsible for training anyone using the equipment on the proper use of the equipment in accordance with all equipment use procedures identified by equipment manufacturer.
Lender disclaims all representations and warranties associated with the equipment and use thereof, including any warranty for fitness for a particular purpose.
Borrower agrees to use the equipment for personal use only, and not for any commercial use or application.
Borrower will inspect the equipment prior to taking possession of it and shall notify Lender if the equipment appears to be broken, malfunctioning, or otherwise unsafe. Borrower shall not take possession of the equipment if borrower believes the equipment is unsafe. Borrower will not lend the equipment to any other individual and assumes full responsibility when/if borrower allows any other individual to use the equipment in any manner.
- C. **DELIVERY AND RETURN OF EQUIPMENT:** Ownership of the equipment shall remain with the Lender. The Borrower shall be responsible for all costs associated with the shipping and transfer of the equipment and shall insure the safe packing and shipping of the equipment at the end of the loan period. Equipment shall be returned to Lender via insured shipping method to Lender office, or per arrangements made with Lender staff/representatives.
- D. MAINTENANCE AND REPAIR:** Equipment shall be returned to Lender in good condition, except for reasonable wear and tear. During the loan period, prior to returning the equipment, the Borrower agrees to assume all responsibility for maintenance and repair according to manufacturer recommendations. **Borrower will notify Lender and obtain written/email consent before performing any modifications or repairs to the equipment.** There is no need to lubricate any of the wheels or casters. Check the bolts

monthly, tighten if necessary, and clean with mild soap and warm water. **Do NOT use WD40 on the wheels.**

- E. **INDEMNIFICATION:** The Borrower agrees to indemnify, defend and hold Lender harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with use of the equipment while under the care, custody and control of Borrower unless due to negligence of Lender. Lender is not warranting that the equipment is fit for use by any particular person. Borrower is solely responsible for determining the appropriateness of the equipment for their child.
- F. **AMENDMENT/MODIFICATION:** This agreement cannot be amended or modified except in writing/email agreed upon by both parties.
- G. **TERMINATION/CALCELLATION:** Lender may terminate this agreement immediately upon written notice to Borrower if Borrower defaults under any of the terms of this agreement. Unless otherwise terminated for cause, this agreement shall terminate at the date identified below for the expiration of the term of this agreement. Upon termination, Borrower, at Borrower's sole cost, shall return the equipment to Lender. Borrower shall also be individually responsible for any damages caused to Lender or the equipment while the equipment was in the possession of Borrower.
- H. **CREDIT/ACKNOWLEDGEMENT OF LENDER:** Borrower will always credit and acknowledge Lender as the owner and lender of the equipment in all oral and written communication, including electronic/social media. Lender requires that borrower do the following throughout the loan period:
- Provide Lender with at least 4 testimonial / quotes related to the positive impact the Toddlers on the Move program has for their child and family.
 - Provide at least 4 photos of child using the equipment for use on Lender website and Facebook page. Child will be referenced by first name and city of residence.
- I. **BORROWER'S ACKNOWLEDGEMENT:** Borrower hereby acknowledges that he/she is the parent or legal guardian of the child for whom this loan agreement benefits. Borrower acknowledges and represents that he/she has legal authority to enter into this agreement and does so personally on behalf of his/her family.

Borrower understands these warnings:

Continuous adult supervision is required. Be careful not to drop the chair or damage may occur to the inner metal frame and wheels. Never use near stairs, ramps or uneven surfaces because these may cause the chair to tip over. Use the zip zac only on flat level surfaces. Failure to follow these warnings can result in serious injury or death.

