

## VENDOR LOAN/TEST AGREEMENT

1. Acceptance of goods for test, loan, or evaluation for potential use by the Maricopa Community College District (here after called the District) does not constitute a promise to pay; or to recognize the novelty or uniqueness; or to be contractually obligated to pay for any use of information to which it would otherwise be entitled. The vendor will be compensated for any article or disclosure in which the vendor has set up proprietary rights.
2. The District will use care in the handling and testing of submissions. The District will not take responsibility of liability to submitters or others for:
  - a. Damage to, destruction of, or loss of submissions resulting from testing or otherwise.
  - b. Damage or injuries due to negligence or otherwise, which are incurred or suffered by submitters, submitter's employees, or invitees during any testing of such article or disclosure which is under control of the submitter, submitter's agents or employees.
3. The submitter agrees to indemnify and hold harmless the District, its agents, and employees from any and all claims of action whatsoever as may be incident to or come from the District's acceptance of any part in the test and evaluation of any article covered by the agreement.
4. The manufacture, transportation, and maintenance of articles submitted to the District for demonstration or testing will be done at no cost to the District.
5. The submitter of any articles for evaluation will give instructions to the District for disposal of such articles prior to completion of the test or evaluation. The disposal shall be at the cost of the submitter.
6. The testing or evaluation of such articles will in no way cause the District to acquire the articles submitted.
7. The articles submitted will be handled according to District rules for safeguarding such articles from unauthorized disclosure. The submitter agrees that any liability of unauthorized disclosure by the District will not go past the actual loss of the submitter caused by acts of the District.
8. If required, reports on the results of demonstrations of tests will be furnished to submitters upon request. Such reports are not an endorsement of articles by the District nor shall they be used for advertising purposes or sales promotion.
9. The acceptance of articles for demonstration, testing, or evaluation is not to be construed in any way as an acceptance or offer to accept such articles for District use or as any promise implied that any contract to buy is to follow from the demonstration, test, or evaluation.

(Continued)

10. The terms of this Agreement shall be for the articles listed below, and also for all articles submitted hereafter until this agreement expires or is terminated in writing:

---

---

11. Time of this agreement shall be \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated by either party. The submitter may remove this equipment any time after giving prior notice to the Purchasing Supervisor so coordinated action can be taken for timely removal. In case of changed operating conditions, the District may ask the submitter to remove the equipment prior to expiration of this Agreement.