

**APPENDIX FM-5
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
PROPERTY LOAN AGREEMENT**

_____, a unit in the Maricopa County Community College District, hereinafter referred to as **MCCCD**, agrees to loan to:

Name: _____

Home Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

Hereinafter referred to as **LENDEE** for a period from _____ To _____ the property described below which is to be used for the
(Not to Exceed June 30 of Current Fiscal Year)

purpose(s) of _____

PROPERTY IDENTIFICATION (to be completed by Lending Department)

Tag Numbers	Description of Item	Date Added to CFS	Serial Number	Check-Out Condition of Property (Circle one)	Date Checked Out	Check-In Condition of Property (Circle one)	Date Returned	Check-In Signature
				New / Used Fair / Damaged		New / Used Fair / Damaged		
				New / Used Fair / Damaged		New / Used Fair / Damaged		
				New / Used Fair / Damaged		New / Used Fair / Damaged		
				New / Used Fair / Damaged		New / Used Fair / Damaged		
				New / Used Fair / Damaged		New / Used Fair / Damaged		
				New / Used Fair / Damaged		New / Used Fair / Damaged		
				New / Used Fair / Damaged		New / Used Fair / Damaged		

Lendee acknowledges receipt of property and agrees to the Terms and Conditions as listed on the other side of this form.

REQUEST: SIGNATURES FOR APPROVAL UPON RETURN OF ALL EQUIPMENT

Lendee: _____ Date: _____

Dean/Director (or Designee): _____ Date: _____

President/Vice Chancellor (Designee): **(if over 30 days)** _____ Date: _____

PROPERTY RETURNED: SIGNATURE

Dean / Director (or Designee): _____ Date: _____

(COMPLETE OTHER SIDE of FORM)

APPENDIX FM-5 - CONTINUED
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
PROPERTY LOAN AGREEMENT

TERMS AND CONDITIONS

I have read, understand, and accept the MCCCDC Administrative Regulation 1.11 policy regarding the use of MCCCDC property off premises. I acknowledge receipt of the property and agree that:

- A. I have inspected the property and consider it to be in good condition
- B. I understand the method of operation of the property and shall not try to avoid liability for damage on the grounds of not being familiar with operational procedures;
- C. I shall ensure that the loaned property is not used by a third party;
- D. I am responsible for the return of the loaned property borrowed in good condition on or before the due date but also agree that the property is returnable on demand;
- E. I shall advise the person immediately in charge of the department or section from whom I have borrowed the property if I become aware of any theft or loss of or damage to the property or any part of it and agree to file a report of loss with college safety and the local police department;
- F. The use of MCCCDC property off premises is a privilege and not a right. MCCCDC reserves the absolute right within its discretion to recall the property without notice;
- G. The purpose of the use of the property off premises is for the benefit of MCCCDC as employer;
- H. If I am an employee subject to the provisions of the fair labor standards act (generally all employees except faculty, CEC and MAT), I will not undertake to perform work on behalf of MCCCDC on this property at my home without prior written permission to do so by my management-level supervisor. Without such prior permission, I can in no way commit MCCCDC to liability for overtime pay or compensatory time.

INDEMNIFICATION: In consideration of the use of the property for off premises use and to the fullest extent permitted by law, I agree to indemnify, defend, and hold harmless MCCCDC, its officers, agents, officials, employees, and volunteers from and against all claims, losses, suits, damages, actions, or expenses (including but not limited to attorney fees), arising out of or resulting from the use of the property or property attributable to bodily injury or sickness, disease, or death, or injury to or destruction of tangible property, including loss of use resulting therefrom.

Lendee: _____ Date: _____