

**TOM'S WEB DESIGN
LOANER AGREEMENT**

TERMS OF AGREEMENT: When used throughout this Agreement, "we" and "our" refer to the owner (Tom's Web Design); "you" and "your" mean the person(s) signing this Agreement as Consumer; "Equipment" means the items described in the disclosures; "Agreement" is this document otherwise known as the "Loaner Agreement"; and A "Loaner" is Equipment provided free of charge to customers who have purchased a computer from us or are in the process of having us service their computer.

PURPOSE OF AGREEMENT: This Agreement has the following purposes:

- It governs the use of our personal property by you primarily for personal; family; or household purposes;
- This Agreement is entered into for a period of in which we are in possession of your personal computer, and are providing you with a loaner computer. The purpose of this Agreement is to allow you to use our computer while we are servicing your computer.

LOANER DISCLOSURES

Owner: _____ **Consumer:** _____

DESCRIPTION OF PROPERTY:

Item #	Item Description	Serial #	Model #	Condition of Property
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

DAMAGE TO PROPERTY: The property has been inspected by both the consumer and lessor, and the following damage was noted: _____

RISK OF LOSS AND DAMAGES: You are responsible for the fair market value of the property if, and as of the time, it is lost, stolen, damaged or destroyed. The parties agree that the fair market value for the loaner is _____.

WARRANTY AND MAINTENANCE: We are responsible for maintaining or servicing the property while it is being loaned. We warrant that the loaner will be in good and operating condition upon its delivery to, or pickup by consumer. In the absence of notice to us within twenty four (24) hours of delivery, consumer acknowledges that the equipment is in good and operating condition. We make no warranties or representations regarding the equipment other than as expressly stated in this agreement. We do not warrant the merchantability of the equipment or its fitness for any particular purpose or use, whether or not such purpose or use is disclosed by consumers. We shall not be liable for any other costs or damages, foreseeable or otherwise, resulting from the failure of the equipment to operate, including without limitation, any injuries to persons or property, consequential damages, business interruption, or loss of data or profits. The consumer is responsible for backing up all data, and we are not responsible should a malfunction occur which results in the loss of a consumers data. We will not be responsible for the costs of the results of any unauthorized repairs or damage caused by improper use.

OUR RIGHTS TO TAKE POSSESSION: We reserve the right to take possession of the loaner at any time upon notice to you. You are required to return the loaner to us within twenty-four (24) hours after we notify you that we are requesting the return of our loaner. If you refuse to return the loaner upon request within twenty-four (24) hours, we will immediately report you to law enforcement for violation of Section 45-6-201 M.C.A. as it relates to the offense of "theft." Furthermore, a late return of a loaner will access a fee of \$ 25.00 for the first day and \$ 10.00 for each day thereafter.

PRIVACY: Data stored on loaners will be securely erased by us before the equipment is re-entered into the program for future loans. We are not responsible for any data it erases following return of the equipment. We will only access consumer's data for diagnostics. Consumer data will not be transferred, forwarded, posted online, or otherwise shared unless specifically requested or necessary for diagnostic purposes. Notwithstanding this privacy policy, we strictly forbid the use of loaners for any purposes which could be in violation of State or Federal Law, and we reserve the right to report any suspicious activity that appears to be in violation of the law, and in doing so, we will fully cooperate with law enforcement for investigative purposes.

FORBIDDEN ACTS: You cannot sell, mortgage, pawn, pledge, encumber, hock or dispose of this property. Except for property that is designed to be carried by the person, you cannot move the property from your current residence without our consent. Each of these acts is a breach of this Agreement.

COLLECTION COSTS: In the event that we are forced to resort to a collection agency and/or legal proceedings to collect any sum due under this Agreement as rent or damages due to abuse or destruction of the property, you agree to pay for reasonable collection agency fees and/or reasonable attorney fees and court costs incurred by us to recover said rent and/or damages.

YOU AGREE BY SIGNING THIS LEASE THAT: (1) YOU READ IT; (2) YOU UNDERSTAND IT; AND (3) YOU RECEIVED A SIGNED COPY OF IT.

Date _____ **Consumer** _____

Date _____ **Owner** _____

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