

# Florida International University

## EQUIPMENT EVALUATION AGREEMENT

This Equipment Evaluation Agreement ("Agreement") is made on \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_  
 (Date) (Vendor Name)  
 Florida International University having a place of business at \_\_\_\_\_. The Equipment will be  
 (Department Name/Bldg/Rm #)  
 at such location for \_\_\_\_\_ upon which \_\_\_\_\_ agrees to either pick up equipment or have equipment  
 (Length of Evaluation) (Vendor Name)  
 shipped to \_\_\_\_\_. At no-cost to Florida International University.  
 (Vendor Name)

**LOAN OF EQUIPMENT.** During the term of this Agreement, \_\_\_\_\_ shall loan the Equipment(s)  
 (Vendor Name)  
 listed below to FIU on a no-charge basis. The loaned equipment(s) are for the use of the evaluation of a  
 \_\_\_\_\_ product of purchase. If needed \_\_\_\_\_ will provide at no-charge all disposable  
 (Vendor Name) (Vendor Name)  
 supplies used in conjunction with this evaluation.

**TRAINING.** \_\_\_\_\_ will provide in-service training at no-charge for the equipment during evaluation.  
 (Vendor Name)

**TITLE.** \_\_\_\_\_ will retain title to this equipment(s) and assume responsibility for any and all damages  
 (Vendor Name)  
 that may occur while the equipment(s) are at FIU. FIU will treat the equipment(s) with the same care and security as  
 other equipment owned by FIU.

**TRANSPORTATION.** \_\_\_\_\_ will pay for shipping costs to and from FIU. FIU agrees to return  
 (Vendor Name)  
 evaluation equipment to an authorized representative of \_\_\_\_\_ at the conclusion of FIU's evaluation.  
 (Vendor Name)

**INSURANCE.** FIU is self insured and upon request will provide a copy of its Certificate of Insurance.

**FORCE MAJEURE.** Neither party shall be deemed to be in default to its obligations under this agreement if and so  
 long as it is prevented from performing such obligations by an act of war, hostile foreign action, labor strike, nuclear  
 explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**GENERAL.** This agreement shall be construed and performance thereof shall be determined according to the laws of  
 the State of Florida.

**EQUIPMENT:**

MODEL #	VALUE \$
_____	_____
_____	_____
_____	_____

Initiating Department  
 Type Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signed \_\_\_\_\_

Florida International University  
 Purchasing Department

Vendor Name  
 Type Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signed \_\_\_\_\_

Type Name Kelly Loll  
 Title Director of Purchasing  
 Date \_\_\_\_\_  
 Signed \_\_\_\_\_