OLD DOMINION UNIVERSITY PROPERTY ON LOAN

_____ (Borrower) accepts the loan and _care, custody and control_ of the below listed item(s) from Old Dominion University (Lender) for the period of _____

to _____. The Borrower accepts this loan with the understanding that the Lender has full authority to make the loan and complies with all copyright, liens, safety and regulatory standards, and the l like. The Borrower will provide the same level of security and discretion to it as the Borrower does for its own property. The pick-up and return of the items to the Lender ☐ will be ☐ will not be   the responsibility of the Borrower. The Borrower will not clean, restore, or otherwise alter the item(s) without the consent of the Lender. Attached are other applicable conditions and agreements. Except for normal wear and tear, the property will be returned in the same condition as when borrowed.

The Borrower agrees to maintain General Liability insurance (minimum $2,000,000 per incident) for the Lender's property in the event of loss, damage or bodily injury. Recovery shall be limited to the property's replacement value or restorative cost. The Borrower will **indemnify and hold harmless** the Commonwealth of Virginia, its employees and/or agents from any legal claim or liability for any bodily injury and personal property damage while the Borrower is utilizing subject property.

This agreement shall be construed, governed an interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising from this Agreement shall be brought before a proper state and/or federal court in the Commonwealth of Virginia. Nothing herein shall be deemed as a waiver of the sovereign immunity of the Commonwealth of Virginia. This Agreement constitutes the entire understanding of the parties and supersedes all prior oral or written agreements. This Agreement can be modified or amended only by a written document signed by all parties.

Attachments: ☐ Yes   ☐ No

(Attach additional sheet if more space is needed for value and description of item(s) on loan)

ITEM:	Est. Value:

ITEM: [   ] Est. Value: [   ]

ITEM: [   ] Est. Value: [   ]

ITEM: [   ] Est. Value: [   ]

Signed: _____ **Date:** _____ _____

ODU Representative (Dept. Head)

Signed: _____ **Date:** _____

Borrower

Copy to: _____**Borrower** _____**ODU Rep.** _____**ORM** _____**Other**