FLORIDA STATE UNIVERSITY LOAN AGREEMENT

FOR

SHORT TERM EVALUATION AGREEMENT OF PRODUCTS AND SERVICES

Using this written agreement and no other, departments may, enter into short term loan agreements with suppliers, in order to evaluate new products or services. Products and services include, but are not limited to equipment, computer hardware and software, including web-based or "cloud" products.

This equipment evaluation agreement dated between (hereinafter referred to as the Supplier) and a representative acting on behalf of the FSU Board of Trustees, a Public Body Corporate of Florida. This agreement establishes the terms and conditions by which the Supplier will loan equipment for testing, demonstration and/or evaluation purposes only.

# Terms and Conditions

 (Company Name) agrees to loan this equipment to the University, without obligation or cost, for testing, demonstration and/or evaluation purposes only, and with the full understanding that there is no commitment or certainty to purchase the loaned equipment, or if purchased, there is no certainty that the university will buy from the company loaning the equipment. University Operating Procedures on seeking competitive price quotes will be followed. The University Procurement Services, not the ordering department, is responsible for selection of the supplier. During this trial period, the University will evaluate/test/demo the equipment for (*State purpose/intent*):

If Florida State University, in its sole discretion, decides to purchase the loaned equipment, we will do so by issuing a Purchase Order to the company awarded a contract, pursuant to our operating procedures, which may include securing price quotes or a formal competitive solicitation of bids. At that time, new terms and conditions will be set forth and new equipment shall replace the loan equipment or a discount for said equipment shall be negotiated as used. The University does not cover any changes made (verbally); all changes must goes through the official process and result in the supporting PO/Change order documentation.

# Equipment Description

Item Description (Including Mfg's. Name) Item Model # Serial # Value $

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# Delivery and Location

All deliveries shall be made FOB Destination. Supplier agrees to pay the freight charges to the destination: and agrees to pay the shipping charges for the return (this includes moving, handling, transportation or any applicable installation requirement). Any installation, deinstallation or crating of shipment will be the responsibility of the supplier. The equipment will be located within the department(s) of room # of the building. This equipment is being provided to Florida State University for an agreed upon period of

 , to begin on and end on allowing reasonable time for the supplier to demonstrate, and the end user to evaluate.

Florida State University is under no obligation to purchase, lease or rent item(s) beyond the expiration date of the specified loan evaluation period. Either party will reserve the right to terminate this agreement with or without cause with a minimum of (10) ten days written notice. Any termination by the University, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the University against the Supplier.

NOTE: Suppliers may not provide goods or services without a purchase order with any expectation of getting paid!

Note: This agreement is construed under Florida law with venue in Leon County. In the event of litigation the parties agree to go to mediation before filing any legal action and further agree to be liable and responsible for their own legal fees and expenses including their own attorney fees and costs.

# Authorization

By signing this agreement, the Supplier acknowledges that the aforementioned equipment/software will not be insured. The University does not insure equipment/software that is on campus for evaluation/testing/demonstration purposes for which the University does not hold title. The University will exercise reasonable care of and provide reasonable security for the equipment and will not be responsible for theft, loss or damage to the equipment whatsoever.

Supplier Name

Florida State University

Authorized Signature (*to-bind company*) Authorized Signature (*Department*)

Name (print or type) Name (print or type)

Title Title

Date Date

Requisition #

Procurement Signature

**Print and submit this complete Form by: Fax: (850) 644-8921 or Campus Mail: 2370 or Email: <Procurement@fsu.edu>**

**Print Form**

Date