



Wyoming Institute for Disabilities (WIND)  
 Wyoming Assistive Technology Resources (WATR)  
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## WYOMING ASSISTIVE TECHNOLOGY RESOURCES (WATR) DEVICE LOAN PROGRAM AGREEMENT

The purpose of the WATR Device Loan Program is to provide individuals with disabilities and/or family members or representatives, service providers, therapists and employers the opportunity to borrow devices on a short-term basis. Device loans help to identify the most appropriate assistive technology solutions. The WATR Device Loan Program can also assist by providing a temporary replacement device to an individual whose own device is being ordered or repaired.

**By my signature, I, \_\_\_\_\_, an individual, or on behalf of the organization for whom I am authorized to sign for (BORROWER)**

\_\_\_\_\_, agree to the following terms and conditions for devices, software, or adaptive aids that are borrowed from the University of Wyoming's WATR Device Loan Program.

**By signing this agreement, I will be allowed to borrow devices for short-term (six-week) loans within a two-year time frame, beginning \_\_\_\_\_, 20\_\_\_\_\_ (today's date) and ending \_\_\_\_\_, 20\_\_\_\_\_ (two- years from today),** as long as all rules and policies set forth in this agreement are observed. Failure to follow these applicable University of Wyoming rules and policies can terminate my borrowing privileges. I will review the terms for loan below.

**Please check or initial the following boxes to indicate that you have read and understand the statements.**

**Individuals with disabilities and/or family members or representatives, service providers, therapists, employers, or any Wyoming resident** are eligible to borrow devices from our Device Loan Program.

**The device loan period is for six-weeks, beginning the day the device(s) are shipped or picked up.** The due date can be located on the Checklist that is included with the device(s). WATR staff will consider a **four-week loan extension if requested before the due date. However, if someone else is waiting to borrow your loaned device, it will need to be returned to WATR on the due date.**

WATR will loan devices to individuals free of charge, however, when returning the devices the **borrower is responsible for paying shipping and any additional insurance costs on devices valued over \$100 to protect the devices against loss or damage during transit.** Borrower may also return the devices directly to the WATR lab in person or can arrange a pick up through WATR staff, as available.

**Any device borrowed may be subject to recall.** WATR will give the borrower at least a 48-hour notice, in the event that it is necessary to make a recall for any purpose. Borrower shall immediately turn over any recalled device to WATR.

**Borrower shall accept all responsibility for the device(s) borrowed,** in accordance with any directions or instructions provided with the device(s) and shall notify WATR of any problems as soon as possible. You may contact WATR during business hours **toll free: 1-888-989-9463**, or **directly: 307-766-6187**, or by email: [watr@uwyo.edu](mailto:watr@uwyo.edu).

**If device(s) are missing or damaged** (beyond the effects of normal wear and tear), the borrower shall, upon request, pay all costs associated with the replacement or repair of the borrowed device(s).

**Borrower agrees to follow copyright laws pertaining to any software.** In addition, Borrower agrees that he/she will not install any unauthorized software, drivers, or hardware on borrowed tablets or laptops without knowledge and approval of WATR staff.

**Borrower understands that when using the remote lending app program,** the app is installed on their personal device; WATR is using a remote device management software that will allow WATR to have control over their personal device remotely during the short-term loan period.

**Borrower understands that the University of Wyoming makes no claims or warranties of any kind with regard to the loaned device,** nor do they perform any assessment for safety or fitness of the device for its intended purpose prior to lending the device.

**Borrower agrees to defend, indemnify, and hold harmless** the State of Wyoming, the University of Wyoming, and its Board of Trustees, officers, employees, agents and volunteers from any and all claims arising from or related to the Agreement and the use of any device, software, or remote application loaned by WATR. Which means the borrower cannot hold the University of Wyoming or any of its related parties responsible for any and all claims arising out of borrowing or use of the loaned device.

**The University of Wyoming does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.** Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.

The University of Wyoming's policy is one of equal opportunity for all persons in all facets of the University's operations. Equal opportunity is offered to all officers, faculty, and staff members, and applicants for employment on the basis of their demonstrated ability and competence and without regard to such matter as race, color, national origin, sex, religion, sexual orientation, political belief, age, veteran status, or handicap.

**Borrower Signature, Shipping, and Contact Information (required):**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed name/Title or Credentials**

**Agency/Employer (if applicable):** \_\_\_\_\_

**A physical street address is necessary to receive shipments by UPS or FedEx.**

**\*\* IMPORTANT: a signature will be required to receive shipments valued over \$100.**

**Street Address:** \_\_\_\_\_

**P.O. Box if needed for postal mailing:** \_\_\_\_\_

**City and Zip Code:** \_\_\_\_\_

**Telephone or Cell Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**\*\*Wyoming AT4ALL sends reminders 5 days prior to the actual due date to the email address provided.**

**Note: If important, please check which contact method is the best way to communicate with you:**

\_\_\_\_\_ Email      \_\_\_\_\_ Cell Phone      \_\_\_\_\_ Home Phone      \_\_\_\_\_ Work Phone

\_\_\_\_\_ Written and mailed to physical address      Other (write-in): \_\_\_\_\_



Please check this box if you wish to receive the monthly **Wyoming Accessibility Center dispATch** newsletter that will be sent to the email address provided.

