



Wyoming Institute for Disabilities  
Wyoming Assistive Technology Resources (WATR)  
Department 4298, 1000 University Avenue  
Laramie, WY 82071  
Phone: (307) 766-6187 Fax: (307) 766-2763  
<http://www.uwyo.edu/wind/watr> [watr@uwyo.edu](mailto:watr@uwyo.edu)

## WYOMING ASSISTIVE TECHNOLOGY RESOURCES PROGRAM (WATR) EQUIPMENT LOAN AGREEMENT

The purpose of the WATR Device Loan Center is to provide individuals with disabilities and/or their family representatives, service providers, and employers the opportunity to borrow equipment on a short-term basis. Equipment loans aid in the process of identifying and acquiring the most appropriate assistive technology solutions. The WATR Loan Center can also assist by providing temporary replacement devices to a consumer whose own equipment is being ordered or repaired.

By my signature, I, \_\_\_\_\_ or the entity \_\_\_\_\_ (BORROWER) for whom I am authorized to sign, agree to the following terms and conditions for equipment, software, or adaptive aids that are borrowed from the University of Wyoming's WATR Program:

General borrowing privileges will be for the term of two years, starting \_\_\_\_\_ (today's date) and ending \_\_\_\_\_ (two years from today), as long as all rules and policies set forth herein are adhered to. Borrowing privileges may be revoked for failure to follow applicable University of Wyoming's rules and policies. Our basic policy points are presented below. **Please checkmark to indicate you have read and understand.**

An individual with a disability and/or family member or representative, service providers, therapists, and employers throughout Wyoming are eligible to borrow equipment from our resource center.

The equipment loan period is **six weeks (three weeks for iPads and accompanied equipment)** and is established the day the equipment is shipped or picked up from WATR. The specific dates of your loan period will be included with the equipment. A **four week extension** request can be granted with the **approval from WATR staff within five working days of the due date**. If another individual is waiting for the use of this device, an extension may not be granted.

WATR will loan equipment to consumers at no charge, however, the borrower will be responsible for insuring and shipping expenses, to return the device(s) to WATR. The equipment may be picked up by the consumer personally, delivered by a WATR representative, or shipped to the borrower.

Any equipment 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 equipment to WATR.

Borrower shall assume all responsibility for the equipment borrowed, in accordance with any directions or instructions provided with the equipment and shall notify WATR of any problems as soon as possible. You may contact WATR toll free at 1-888-989-9463, or if you are in Laramie you may also contact the WATR Project Coordinator directly at (307) 766-6187.

Borrower shall, upon request, remit to WATR the estimated depreciated value of the borrowed item(s) or the cost to repair or replace the equipment (beyond the effects of normal wear and tear).

Borrower agrees to follow copyright laws pertaining to any software that is provided with the equipment. If authorized by the software license, a backup copy may be permitted. Borrower assures that he/she will not install any unauthorized software, drivers, or hardware on borrowed equipment without knowledge and approval of WATR staff.

Borrower acknowledges that the University of Wyoming makes no claims or warranties of any kind nor do they perform any assessment for safety or fitness of the equipment for its intended purpose prior to lending the equipment.

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 equipment loaned by WATR.

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.

Indemnification. Each party to this contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

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/Title

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

**Contact Information (Required):**

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

Physical Address (UPS/FedEx): \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Please check here if you wish to receive the Wyoming Accessibility Center monthly DispATch E-newsletter.

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

