



Wyoming Institute  
for Disabilities

Wyoming Assistive Technology Resources (WATR)  
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## **WYOMING ASSISTIVE TECHNOLOGY RESOURCES (WATR) DEVICE LOAN PROGRAM AGREEMENT**

**Program Purpose.** The WATR Device Loan Program allows any resident of Wyoming, (including people with disabilities, their families or assistants, service providers, therapists, educators, and employers) to borrow devices for six-weeks. This gives the Borrower a chance to try out different devices and find the one that works best for them. The program can also lend a temporary device to someone if their own device is being repaired or ordered.

**Term.** I am allowed to borrow devices for six-week loan periods at any time within the Agreement Term of two years documented below. Provided I follow all the rules in this Agreement I will be allowed to sign a new Agreement for an additional Term.

**Beginning (M/D/Y)** \_\_\_\_\_, \_\_\_\_\_ (today's date)

**Ending (M/D/Y)** \_\_\_\_\_, \_\_\_\_\_ (two years from today)

If I break the rules of this Agreement, the Agreement may be terminated, and I will not be allowed to borrow devices from the WATR Loan Program for the remainder of the Term and may not be allowed to sign additional Agreements for new Terms.

**By signing this agreement, I verify that I have read and understanding the Agreement and each of the following statements and have had an opportunity to ask any questions and received satisfactory answers.**

1. **Loan Requests.** Requests may be made through the AT4ALL website, by telephone, email, or in person. All device loan requests will be **reviewed**

and **approved** by WATR staff for availability. The number of devices that may be borrowed at one time may be limited to ensure adequate resources for Program demand. Program staff will notify Borrower as soon as possible by email or phone regarding the device request.

2. **Loan Processing.** The Borrower agrees to allow WATR staff a minimum of two business days to process the loan request including confirming the device is in properly working condition, updating any software updates as needed, ensuring all accessories/peripherals are available, charging and preparing the requested devices prior to pick up or shipment.

Each loan will be documented on a Checklist which will contain Borrowers name, physical address, telephone number, email, device return due date, estimated total cost of the loaned device(s) with all accessories and peripherals including chargers, device inventory number, and other required information. Upon shipment or pickup, Borrower will be provided a copy of the Checklist. A copy of each Checklist will be retained by WATR and will become part of this Agreement between WATR and Borrower.

3. **Loan Duration.** The device loan is for six-weeks, starting the day the device(s) are shipped or picked up. The due date for return of the device is found on the Checklist that is provided to Borrower with the device(s). Borrower may request a four-week extension in advance of the return due date. Approval of an extension is not guaranteed and may be denied at WATR's sole discretion. Extensions may be denied, for example, if someone else is on the waiting list for that device. If an extension request is denied, Borrower must return the device(s) by the original return due date.
4. **Device Return.** WATR loans devices to Borrower at no cost to Borrower. However, the Borrower is responsible for returning loaned device(s) by the return due date at Borrower's sole cost. Borrower may return device(s) in person or may ship the device(s) as follows:
  - a. **Shipping:** Borrower must pay all shipping costs and must pay for insurance for devices worth more than \$100 in order to protect them from loss or damage during shipping.

b. **In Person:** The Borrower may make an appointment during business hours to return the devices in person to the WATR lab in Laramie. Borrower may request to arrange a pick-up with WATR staff, if available. WATR staff do not guarantee availability to pick up device(s) from Borrower and Borrower agrees to return device(s) in person or by shipment to meet the required return date if pick up is not available when requested.

5. **Early Returned.** Borrower agrees WATR may request early return of loaned device(s). WATR will give the Borrower at least two business days notice if the device needs to be returned for any reason. Borrower must return the device to WATR immediately upon request by WATR.

6. **Use of Device(s).** Borrower is responsible for the device(s) they borrow and agrees to the following:

- a. Borrowers will not loan the device(s) to other individuals.
- b. Borrower will follow all instructions that come with a device.
- c. If there are any problems with a device, the Borrower must let WATR know as soon as possible. **Borrower may contact**

**WATR during business hours by calling toll-free 1-888-989-9463, the office at 307-766-6187, or by email at [watr@uwyo.edu](mailto:watr@uwyo.edu).**

- d. If Borrower is a provider using the device(s) with clients in Wyoming, Borrower agrees to use the device(s) only in ways that match Borrower's professional training and responsibilities.
- e. The Borrower agrees to follow copyright laws for any software. The Borrower also agrees not to install any unauthorized software, drivers, or hardware on borrowed tablets or laptops without asking WATR staff for approval first.

7. **Damages.** Borrower is responsible for damage to the device(s) other than normal wear from normal use. When Borrower returns the device(s), if any pieces are missing or there is damage to the device (beyond normal use), Borrower will need to pay for the replacement or repair of the device(s). WATR will notify Borrower of any required payment. Failure to pay for damages may result in termination of the loan agreement and inability of Borrower to borrow device(s) in the future.

8. **Warranty.** The Borrower understands that the University of Wyoming provides all devices “as is” and makes no claims or warranties of any kind about the loaned device, nor do they perform any evaluation for safety or fitness of the device for its intended purpose prior to lending out the device. This means that the University of Wyoming does not make any promises or guarantees about the loaned device. The University also does not check the device to make sure it is safe or works well for the purpose it is being borrowed for.
9. **Indemnification & Agreement to Hold Harmless.** The Borrower agrees to assume all risks associated with receipt and use of loaned devices or unavailability of devices when requested and 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 liability, actions, causes or action, debts, claims, or demands of any kind and nature whatsoever arising from or related to the Agreement and the use or unavailability of any device, software, or durable medical equipment loaned by WATR. This means the Borrower cannot hold the University of Wyoming or any of its related parties responsible for any and all claims or legal issues that come from borrowing or using the loaned devices. **This provision and the terms of the Agreement shall also serve as a release and assumption of risk for Borrower’s heirs, estate, executor, administrator, assignees and all members of Borrower’s family.**
10. **Governing Law & Sovereign Immunity.** The University of Wyoming does not waive (surrender) its sovereign immunity or its governmental immunity (protection) 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 (changed). This means by signing this Agreement, the University of Wyoming is not giving up its legal protections as a government institution. It keeps all of its rights and defenses under the law. Any legal claims or actions related to this Agreement must follow the rules in the Wyoming Governmental Claims Act, W.S. 1-39-101 and the related laws, as updated.

11. The University of Wyoming's policy is one of equal opportunity for all persons in all facets of the University's operations including this Agreement. 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. This means the University of Wyoming provides equal opportunity to all based on ability and qualifications, without discrimination based on race, sex, age, disability, or other protected factors.

**By my signature, I,** confirm I have read, understand, and agree to the above terms and conditions for devices, software, or adaptive aids that are borrowed from the University of Wyoming's WATR Device Loan Program. If I am signing on behalf of the party who will be using the device, by my signature below I agree I have the legal right to sign on behalf of the device user and to accept the terms on the user's behalf.

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

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**Borrower Signature**

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**Borrower Printed name/Title or Credentials (if applicable)**

**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): \_\_\_\_\_

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Please check this box if you wish to receive the monthly **Wyoming Assistive Technology Resources (WATR) dispATch** newsletter that will be sent to the email address provided.

