

# Confluent Space - Official Equipment Loan Agreement

This Agreement to Loan Equipment ("Loan Agreement") is entered into by and between Confluent. ("Borrower") and \_\_\_\_\_ ("Lender") effective on the day both the Borrower and the Lender have signed this document.

Whereas, Lender desires to loan to Borrower, and Borrower desires to borrow from Lender, certain tangible personal property. Now, therefore, in consideration of the mutual and covenants and promises hereinafter set forth, the parties hereto agree as follows:

## 1. Loan.

Lender hereby loans to Borrower and Borrower hereby borrows from Lender the equipment ("Equipment") described in attached "Addendum A."

## 2. Term.

The term of this loan shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ (month) in the year \_\_\_\_\_ and shall either:

- a. expire on the \_\_\_\_\_ day of \_\_\_\_\_ (month) in the year \_\_\_\_\_
- b. or, if no dates are give above, shall continue until such time as the Lender or Borrower wish to end this Loan Agreement provided the terminating party provides thirty (30) days notice except as indicated in Section 7.

## 3. Use.

Borrower and its members shall use the Equipment in a careful and proper manner and shall comply and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

## 4. Right to Loan.

Lender warrants that Lender has the right to loan this Equipment, as provided in this Loan Agreement.

## 5. Surrender.

Upon the expiration or earlier termination of this Loan, Borrower shall cease use of the Equipment and make best efforts to return the Equipment to Lender in good repair, condition and working order, ordinary wear and tear resulting from the proper use thereof alone expected. Best effort includes multiple contact attempts to the information provided in Section 8b during the forty-five (45) business days immediately following the cessation of the Loan Agreement.

**6. Indemnity.**

Borrower shall indemnify Lender against, and hold harmless from, any claims, actions, suits, proceedings, costs, expenses, damages and liabilities, arriving out of, connected with, or resulting from Borrower's use of Equipment. Lender shall hold Borrower harmless from any costs, expenses, or damages to the Equipment resulting from Borrower's use of Equipment.

**7. Bankruptcy.**

Neither this Loan nor any interest therein is assignable or transferrable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced against the Borrower, or if the Borrower is adjudged insolvent, or if Borrower makes any assignment for the benefit of its creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Borrower is a party with authority to take possession or control of the Equipment, Lender shall have and may exercise the option to terminate the Loan immediately and without notice and this Loan shall not be treated as an asset of the Borrower after the exercise of said option.

**8. Ownership.**

The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lender; and the Borrower shall have no right, title or interest therein or thereto except as expressly set forth in this Loan.

a. Lender shall label the Equipment, at minimum, with their name for identification of ownership purposes.

**b. Lender Contact Information**

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**9. Enter Agreement.**

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by further signed writing by the parties hereto.

**10. Governing Law.**

This Loan shall be construed and enforced according to the laws of the State of Washington.

**Lender**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

**Borrower** (acting on behalf of Confluent)

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

*Lender and Borrower shall each be provided with a completed copy of this Loan Agreement, excepting Addendum B and C.*

# Addendum A

This addendum describes the Equipment as provided when this Loan Agreement was entered.

Make: \_\_\_\_\_

Model: \_\_\_\_\_

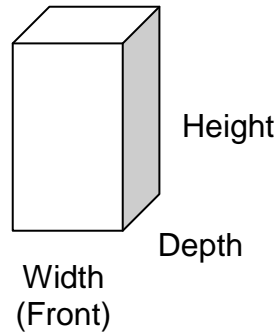
Serial #: \_\_\_\_\_

Dimensions (in proper orientation for use):

Width: \_\_\_\_\_

Height: \_\_\_\_\_

Depth: \_\_\_\_\_



Max Amps (under load): \_\_\_\_\_

- Training required to use (Confluent may still require training even if not noted here)
- Requires ventilation to the outdoors and/or dust collection
- Requires 3-phase power
- Requires 240V
- Special power requirements: \_\_\_\_\_
- Usable outdoors (Default is to assume indoor only)

Existing damage, defects, further description of the Equipment, or other advisory notes:

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## Addendum B

**For Confluent use only.** To be filled out upon entering the Loan Agreement.

- The Equipment has been inspected and its current state documented below
- Photos of the Equipment have been taken and properly stored

Notes:

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# Addendum C

To be filled out upon cessation of the Loan.

Final inspection performed to verify the Equipment is being returned in a state congruent to the terms set out in Section 5

Notes:

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## Lender

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

## Borrower (acting on behalf of Confluent)

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

*Lender and Borrower shall each be provided with a completed copy of this Loan Agreement after completion of this Addendum.*