

EQUIPMENT LOANER AGREEMENT

This Loaner Agreement (“Agreement”) is entered into between Radio Systems Corporation (RSC) (“Lender”) at 10427 Electric Avenue, Knoxville, TN 37932 and

_____ (“User”)
Print Name

with residence at

Street Address

City, State/Province, Postal Code

with reference to the fact that the User wishes to use and Lender wishes to loan equipment on the following terms and conditions:

- 1. Lender will loan to the User, and User will accept the _____ (“Equipment”) which is incorporated herein.
2. User acknowledges that the Equipment is for User’s own use and not for any other purpose. User expressly acknowledges that this agreement is not a sale or rental of the Equipment. User agrees not to transfer the care or custody of the Equipment to anyone without Lenders approval.
3. RSC will make the Equipment available to the User (date) _____, and will contact user to return Equipment once User’s product repair is complete.
4. User agrees to indemnify and hold Lender, its affiliates and subsidiaries harmless from and against any and all lawsuits, damages, claims, awards, settlements, liabilities, and expenses incident thereto, including reasonable attorney’s fees, litigation, and court costs arising from any injury or alleged injury or damage or alleged damage to the person, property, business, or anyone arising from or in connection with User’s use of the Equipment loaned pursuant to this Agreement.
5. User agrees to return the Equipment immediately upon request by Lender. User represents it will insure throughout the term of this agreement to cover the loss of the Equipment. Failure to return the Equipment in good working order shall result in termination of this agreement and fair retail value of the Equipment shall be immediately due and payable to Lender.
6. This agreement shall not be modified without the written consent of RSC.

APPROVED AND AGREED TO EFFECTIVE ON THE _____ DAY OF _____ 20__

USER
By: _____

LENDER
By: _____

Phone: _____

Title: _____

Equipment Serial: _____