



Consumer Name: _____ Date Of Birth: _____ Date: _____

Address: _____

Phone Number: _____

START DATE: _____

END DATE: _____

Equipment Loaned:

Inventory Number:

Equipment Loaned:

Inventory Number:

Equipment Loaned:

Inventory Number:

TOTAL ESTIMATED VALUE: _____

The Borrower understands and agrees that Manatee County, a political subdivision of the State of Florida, doing business through its Public Safety Department (the "County") sponsors a Durable Medical Equipment Temporary Loan Program as a community service in order to enable community members to borrow such medical equipment ("Equipment") as needed.

Borrower accepts responsibility for the use of the Equipment subject to this Agreement and understands the appropriate method of use for the equipment.

Borrower understands that the Equipment remains the property of the County and that all Equipment must be returned by the scheduled return date in as good a condition as when received by the Borrower, except for reasonable wear and tear. The Borrower shall be responsible for the full cost of repair or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time Borrower assumes custody of the Equipment until it is returned to the County.

Equipment extension beyond 90 days may be available upon request by contacting the County.

The County disclaims all representations and warranties associated with the Equipment and any use thereof, including any representation or warranty regarding the safety, operating conditions, or fitness of any Equipment to serve any purpose or perform any intended use.

In consideration for the Equipment loan, the Borrower agrees to indemnify, defend and hold harmless the County, its agents, officials, employees and assigns, from and against any and all claims, liabilities, damages, losses, and expenses, including costs and attorney's fees incurred by the County in connection with the use of the Equipment.

In the event of any claim or judgment rendered against the County in any action arising out of the performance of this Agreement, Borrower shall, at its own expense, satisfy and discharge the same. The indemnity provision shall survive the termination or expiration of this Agreement until such time as any and all claims arising under this Agreement have been finally resolved regardless of when such claims are made.

In witness whereof, the parties hereto have caused this Agreement to be duly executed by the undersigned officials, as duly authorized.

Borrower Signature: _____ **Date:** _____

The County's Public Safety Director (or his or her designee):
 _____ **Date:** _____