



G.R.E.A.T
POSSIBILITIES

Louisiana Assistive Technology Access Network Device Loan Program

Borrower's Responsibility and Liability

****READ CAREFULLY: THE FOLLOWING DOCUMENT AFFECTS
YOUR LEGAL RIGHTS****

- 1) I understand and agree that I am responsible for proper handling and use of the device(s).
- 2) I understand that I am responsible for returning all components to Louisiana Assistive Technology Access Network Device Loan program in a timely manner, by the end of the last day for the period for which the device was loaned, and in accordance with shipping instructions. If I find that any components listed on the inventory sheet are missing or damaged when I open the shipping case, I must call the LATAN Device Loan program at 225.925.9500 or 1.800.270.6185 so I will not be held financially responsible for the missing/damaged components.
- 3) I understand that in the case of loss of a device or components, I will be held financially liable, e.g., responsible for the replacement value of the device that was borrowed. In the event of loss I will contact LATAN at 225.925.9500 or 1.800.270.6185 immediately.
- 4) I understand that the total replacement value of the item(s) I want to borrow is \$ _____ plus the cost of the shipping case, if applicable.**
- 5) I understand that in the case of theft, I will not be held responsible, as long as I immediately report the incident to the police and provide a copy of the police report to LATAN. I understand that failure to immediately report an incident of theft to the police will result in me being liable to LATAN for replacement value of the device that was borrowed.
- 6) I understand that if an equipment breakage or malfunction occurs, I must immediately notify LATAN at 225.925.9500 or 1.800.270.6185. I will not be held responsible for equipment breakage or malfunction that occurs during normal use as long as I report it promptly. I understand that failure to inform LATAN immediately of equipment breakage or malfunction will result in me being liable to LATAN for the replacement value of the device that was borrowed, even if the breakage or malfunction occurred during normal use.
- 7) I understand that in the event of damage to the device due to improperly following shipping instructions, negligence during packing procedures or improper/negligent use I will be held financially responsible. I will not be held responsible for damage incurred during shipping either during shipping in or shipping out that is deemed to be the result of the shipping company. In the event of damage during return shipping it is my responsibility to provide LATAN with an incident report from the shipping company

explaining the circumstances to negate my financial liability for the device. Provided the damage is deemed to be the fault of the shipping company and not improper packing/handling by the borrower, I will not be held financially responsible for the damages incurred during shipping provided a report from the shipping company is promptly provided to LATAN.

8) I understand that if there is a change in the shipping/drop off address or arrangements I will immediately notify LATAN.

9) I understand that it is illegal to copy or distribute software loaned through LATAN's Device Loan program. Upon completion of the loan period, if I have loaded borrowed software on my computer, I will remove it.

10) I understand and agree that I will not attempt to modify, alter or make significant changes to any device(s) loaned through LATAN's Device Loan program. I understand that modifying, altering or making significant changes to any device loaned could result in me being liable to LATAN for the replacement value of the device being borrowed.

I understand that failure to comply with all of the above responsibilities (i.e., 1-10) will result in loss of future access to LATAN programs including but not limited to the Device Loan program, in addition to financial liability. The LATAN Device Loan Program reserves the rights to assess late fees based on changes to the original loan agreement, without prior notification.

By signing below I indicate that I have read, understand and agree to all the terms and conditions of LATAN, the Device Loan program and all overriding policies of LATAN as an organization. I am signing under my own free will.

Signature of responsible party

Date

Print Name

Daytime Phone

Address

City, State, Zip

Email _____

RELEASE OF LIABILITY

I agree to indemnify and hold harmless the Louisiana Assistive Technology Access Network, the Louisiana Department of Health and Hospitals, and the State of Louisiana, and any and all employees, agents or representatives of same, from damages to property or injuries (including death) to myself, and/or any other person, and any other losses, damages, expenses, claims, demands, suits, and actions by any party against the Louisiana Assistive Technology Access Network, the Louisiana Department of Health and Hospitals, and the State of Louisiana, and any and all employees, agents or representatives of same, in connection with loan(s) from Louisiana Assistive Technology Access Network Device Loan Program.

Signature

Date

Print Name

Phone Number