



FLORIDA STATE UNIVERSITY
LOAN AGREEMENT
FOR

SHORT TERM EVALUATION AGREEMENT OF PRODUCTS AND SERVICES

Using this written agreement and no other, departments may, if absolutely necessary, enter into short term loan agreements with vendors, in order to evaluate new products or services. Products and services include, but are not limited to equipment, computer hardware and software, including web-based or "cloud" products.

This equipment evaluation agreement dated _____ between _____ (hereinafter referred to as the Vendor) and _____ a representative acting on behalf of the FSU Board of Trustees, a Public Body Corporate of Florida. This agreement establishes the terms and conditions by which the Vendor will loan equipment for testing, demonstration and/or evaluation purposes only.

I. Terms and Conditions

_____ (Company Name) agrees to loan this equipment to the University, without obligation or cost, for testing, demonstration and/or evaluation purposes only, and with the full understanding that there is no commitment or certainty to purchase the equipment will be purchased, or if purchased, there is no certainty that the university will buy from the company loaning the equipment. University Operating Procedures on seeking competitive price quotes will be followed. The University Purchasing Services, not the ordering department, is responsible for selection of the vendor. During this trial period, the University will evaluate/test/demo the equipment for *(State purpose/intent)*:

If Florida State University, in its sole discretion, decides to purchase the equipment we will do so by issuing a Purchase Order to the company awarded a contract, pursuant to our operating procedures, which may include securing price quotes or a formal competitive solicitation of bids. At that time new terms and conditions will be set forth and new equipment shall replace the loan equipment or a discount for said equipment shall be negotiated as used. The University does not cover any changes made (verbally); all changes must go through the official process and result in the supporting PO/Change order documentation.

II. Equipment Description

Item Description (Including Mfg's. Name)	Item Model #	Serial #	Value \$
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



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III. Delivery and Location

All deliveries shall be made FOB Destination. Vendor agrees to pay the freight charges to the destination: and agrees to pay the shipping charges for the return (this includes moving, handling, transportation or any applicable installation requirement). Any installation, deinstallation or crating of shipment will be the responsibility of the vendor. The equipment will be located within the department(s) of _____ room # _____ of the _____ building. This equipment is being provided to Florida State University for an agreed upon period of _____, to begin on _____ and end on _____ allowing reasonable time for the vendor to demonstrate, and the end user to evaluate.

Florida State University is under no obligation to purchase, lease or rent item(s) beyond the expiration date of the specified loan evaluation period. Either party will reserve the right to terminate this agreement with or without cause with a minimum of (10) ten days written notice. Any termination by the University, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the University against the Vendor.

NOTE: Vendors may not supply goods or services without a purchase order with any expectation of getting paid!

Note: This agreement is construed under Florida law with venue in Leon County. In the event of litigation the parties agree to go to mediation before filing any legal action and further agree to be liable and responsible for their own legal fees and expenses including their own attorney fees and costs.

IV. Authorization

By signing this agreement the Vendor acknowledges that the aforementioned equipment/software will not be insured. The University does not insure equipment/software that is on campus for evaluation/testing/demonstration purposes for which the University does not hold title. The University will exercise reasonable care of and provide reasonable security for the equipment and will not be responsible for theft, loss or damage to the equipment whatsoever.

_____	Florida State University
Vendor Name	_____
_____	_____
Authorized Signature (<i>to-bind company</i>)	Authorized Signature (<i>Department</i>)
_____	_____
Name (print or type)	Name (print or type)
_____	_____
Title	Title
_____	_____
Date	Date
	Requisition # _____

Purchasing Specialist Signature _____

Print and submit this complete Form by:
Fax: (850) 644-8921 or
Campus Mail: 2370

_____ Date