|  |
| --- |
| **Borrower’s Information** |
| Date:   | Time:  |  |  |
| Facility/Agency Name:  |
| Street Address:  | City:  | State:  | Zip:  |
| Representative:  | Title:  |
| Phone Number:  | E-Mail:  |

|  |
| --- |
| **Lender’s Information** |
| Name:  |  |  |  |
| Street Address:  | City:  | State:  | Zip:  |
| Representative:  | Title:  |
| Phone Number:  | E-Mail:  |

|  |
| --- |
| **Resource Requested** |
| Type:  | Manufacturer:  | Model Number:  |
| Amount Requested: Amount Received: (to be completed byBorrower) | Reimbursement (invoice to be provided by lender)  | Return (borrower will return the resource to the lender or send an identical replacement – date identified on page 2).   |

1. **Promise to Replace Supplies**

For the supplies received from the Lender, the Borrower promises to replace and/or return to the Lender the identical supplies listed.

1. **Time for Replacement**

Borrower agrees to replace and/or return said supplies on or before \_\_\_\_as able\_\_ (Date).

1. **Transportation**

The borrower and lender shall agree to the following means of transporting the resources:

1. **Agreement**
2. The undersigned parties agree, whether as borrower or lender, to remain fully bound by this agreement until return, replacement, or reimbursement of the above listed supplies.
3. Any modification or change in terms of this agreement must be requested in writing by the borrower and shall be valid and binding only after the lender has responded in writing to the borrower, notwithstanding the refusal of the modification or change in terms by the lender.
4. It will be the responsibility of the borrower to have any appropriate training, policies and procedures in place for the requested items at their facilities.
5. The borrower will hold harmless the West Central and Central Minnesota Healthcare Coalitions and CentraCare for any discrepancies, injuries, product failures, including, but not limited to, all liabilities associated with storage, distribution, or usage of the supplies received by borrower, including any products received that are expired or past the manufacturers recommended parameters.
6. Pursuant to page 4, paragraphs C and D of the “Resources Request and Allocation Process” document, as of 3/12/20, all supplies after this date should be presumed to be expired or past the manufacturers recommended parameters. The borrower is hereby on-notice of these circumstances and chooses to request and accept these supplies.
7. **Effective Date**

This agreement shall take effect as a binding instrument only when signed by all parties and shall be construed, governed, and enforced in accordance with the laws of the State of Minnesota.

1. **Signatures**

**Borrower**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Lender**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_