Washington University in St. Louis (“University”) offers its Institute for School Partnership Program (“Institute”) to connect local schools with a world-class research university. The Institute connects the resources of Washington University to K-12 teachers, students, and families. Our mission is to improve learning in math and science through hands-on, investigative teaching methods. Many of our programs are national models for teacher professional development. As part of the Institute’s programs, classroom and/or educational materials and equipment (“Materials” and “Equipment”) will be loaned or donated by the University to Institute participants for classroom use. This Agreement is entered into and effective as of the date below, by and between The Washington University (“University”) and the participant named below (“Participant”).

Participant School Name: ___________________________________________________
Participant School Address: _________________________________________________
Participant School Phone Number: __________________________________________
Participant Representative Name: _____________________________________________
Participant Representative Email: ____________________________________________

In consideration for participation in the Institute and use of the equipment and/or materials identified on the attached schedule, the University and Participant do hereby agree to the following:

1. **Description of Materials/Equipment Available for Use.** Participant may use those Materials and/or Equipment during the times and per the conditions set forth in this Agreement and on the attached Materials and Equipment Schedule (“Schedule”), which is incorporated by reference hereto.

2. **Loan Period.** The Materials and Equipment on the attached Schedule (other than those designated by the University in writing as donated Materials) shall be loaned for the period of time set forth on the attached Schedule (“Loan Period”). The Materials and Equipment shall be returned to the MySci Resource Center located at 6601 Vernon Avenue, University City, promptly by 5:00 pm on the due date specified in the Schedule.

3. **Term and Termination.** This Agreement shall apply to any and all programs offered by the Institute that participants are involved in now or at a later date and to all loaned or donated Materials or Equipment now or hereafter provided to me in connection with the Institute. Either party shall have the right to terminate this Agreement on thirty (30) days’ written notice to the other party. The University shall have the right to immediately terminate this Agreement and suspend Participant’s use of Materials or Equipment in the event (i) Participant has failed to pay any late fees or amounts due and owing to the University as a result of damage or loss; or (ii) Participant fails to comply with any of the terms of this Agreement or the conditions or rules regarding use of the Materials or Equipment. Such determination shall be in the University’s sole discretion.
4. **Compliance with Rules, Regulations, and Safety Measures.** Participant agrees to comply with all applicable federal, state and local statutes, rules and regulations governing the use, operation or maintenance of the Materials or Equipment.

   a. Participant agrees to attend any required classroom instruction offered by University faculty and staff and will comply with any instructions provided by the University on the proper care and use of loaned or donated Materials or Equipment.
   b. Participant will further ensure that any person who uses the Materials or Equipment will review the relevant safety materials, rules and regulations prior to using the Materials or Equipment and will follow all rules and directions from University personnel regarding use of such Materials or Equipment.

5. **Use, Care and Maintenance of Materials and Equipment.** Participant shall use the Materials or Equipment in a careful and lawful manner, and shall not make any alterations, additions or improvement to the Materials or Equipment without the prior written consent of the University.

   a. Participant will immediately report any problems with or damage to the Materials or Equipment and direct any questions regarding their care or use to an authorized representative of the Institute at 314-935-9856.
   b. Participant will not allow any Materials or Equipment to be used for potentially harmful experiments.
   c. Participant takes full responsibility for care and use of Materials or Equipment and will not delegate responsibility for their care or use to anyone else without the permission of an authorized representative of the Institute. Participant will ensure that all Materials and Equipment remain in Participant’s possession and understand that Materials and Equipment may not be taken home by members of Participant’s class or others.

6. **Loss and Damage.** Participant agrees that in the event any Materials or Equipment are damaged, stolen, or destroyed during the Loan Period, Participant will bear the sole financial responsibility for such damage or loss. Participant acknowledges his or her responsibility for damage or loss, regardless of whether such damage or loss was caused by persons other than the Participant, using or possessing the Equipment or Materials with or without permission, during the Loan Period.

7. **Late Fees.** Participant understands and agrees that any Materials or Equipment returned after the due date will result in a late fee being assessed in the amount of set forth on the attached Schedule.

8. **Authorization to Charge Credit Card.** I authorize the University to charge the credit card provided if I do not return the Materials or Equipment identified herein by the due date set forth in the Schedule or if the Materials or Equipment are damaged, lost or stolen. The amount of such charge shall be the late fee(s) identified in the attached Schedule in addition to the repair or replacement value of the applicable item(s) as set forth in the attached Schedule. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

9. **Limitation on Warranties and Limitation of Liability.** PARTICIPANT ACCEPTS THE MATERIALS AND EQUIPMENT “AS-IS” AND UNIVERSITY HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES CONCERNING UNIVERSITY MATERIALS OR EQUIPMENT, THE CONDITION OF SAID MATERIALS OR EQUIPMENT OR THEIR SUITABILITY FOR PARTICIPANT’S PURPOSES. UNIVERSITY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO PARTICIPANT OR ANY OTHER PARTY FOR ANY DAMAGE OR LOSSES CAUSED BY SUCH MATERIALS OR EQUIPMENT, INCLUDING ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND.
10. **Indemnification, Hold Harmless and Release.** Participant hereby releases and agrees to indemnify, defend and hold harmless the University and its trustees, officers, employees, students and agents from and against any and all losses, liabilities, claims or demands (including reasonable attorneys fees and the expenses of such attorneys) now or hereafter arising for damage or injury to person or property or death in any way arising out of or related to Participant’s participation in the Institute or the care, handling and/or use of donated or loaned Materials or Equipment. This clause shall survive the termination of this Agreement.

11. **Insurance.** At all times during the term of this Agreement, Participant shall obtain and keep in force commercial general liability insurance, including coverage for death, bodily or personal injury, property damage, contractual liability and products liability with limits of not less than $1,000,000 per occurrence. Participant further represents that it maintains automobile liability insurance and worker’s compensation insurance to the extent required by law.

12. **Assignment.** Participant may not assign or transfer this Agreement in whole or part without the University’s express prior written consent, which consent may be withheld in the University’s sole and absolute discretion.

13. **Severability.** In the event any portion of this Agreement shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

14. **Choice of Law, Venue and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of Missouri. Any dispute arising out of or incident to this Agreement shall be brought in the Circuit Court of St. Louis County, Missouri. This clause shall survive the termination of this Agreement.

**THIS AGREEMENT CONTAINS A RELEASE OF LEGAL RIGHTS. PLEASE READ AND BE CERTAIN YOU UNDERSTAND BEFORE SIGNING.**

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representative.

**PARTICIPANT** (school name):

____________________________________

By (Participant Representative) 

____________________________________

Print Name

___________

Date

**THE WASHINGTON UNIVERSITY:**

____________________________________

By:

____________________________________

Print Name

___________

Date
CREDIT OR PURCHASE ORDER GUARANTEE FORM

CHECK ONE: ☐ PURCHASE ORDER (Attach a copy to this document) ☐ CREDIT CARD (Provide the information below)

Cardholder Name: ___________________________________________
Billing Address: _____________________________________________
___________________________________________
___________________________________________
Credit Card Type: _____ Visa _____ MasterCard _____ Discover _____ AmEx
Credit Card Number: ___________________________________________
Expiration Date: ___________________________________________
Amount to Charge, not to exceed: $ ______________ (USD)

I authorize the University to charge the credit card provided if I do not return the Materials or Equipment identified herein by the due date set forth above or if the Materials or Equipment are damaged, lost or stolen. The amount of such charge shall be the late fee(s) identified above in addition to the repair or replacement value of the applicable item(s) as set forth above. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Cardholder – Print Name, Sign and Date Below:
Signed: ___________________________________________
Dated: ___________________________________________
Name: ___________________________________________
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MATERIALS AND EQUIPMENT SCHEDULE

Note: Institute staff will complete this section.

1. Loan Period.
   a. Date Out: __________________________
   b. Date Due: __________________________

2. List of Materials/Equipment to be Loaned
   a. ____________________________ Value: _____________
   b. ____________________________ Value: _____________
   c. ____________________________ Value: _____________
   d. ____________________________ Value: _____________
   e. ____________________________ Value: _____________

3. Late Fees to be assessed: __________________________