

## **EQUIPMENT BORROWER'S AGREEMENT**

The Art Institute of California - San Francisco (AICASF) loans equipment to its students for the purpose of practicing their chosen profession and furthering their education. AICASF will, from time to time, loan to the Borrower, personal property, subject to all terms and conditions of this agreement. By initialing and signing this agreement, the borrower, acknowledges and agrees to the following terms:

### **INSPECTION**

The borrower acknowledges that he/she will, prior to use, personally inspect the equipment to be borrowed, confirm that it is suitable for his/her needs, and that it is in good condition, and confirm that he/she understands its proper use. After the equipment has been checked out, the borrower is responsible for the equipment and any damages that may occur. If an employee of the Equipment Library has not been notified of any damages prior to borrowing a piece of equipment, and, upon inspection, the employee or another potential borrower finds the equipment has been damaged or is found to be missing items, the full burden of the cost of repair or replacement will be on the original borrower.

### **HOLD HARMLESS AGREEMENT**

The borrower agrees to assume full responsibility for, property damage and personal injuries caused by the equipment and/or arising out of The Borrowers negligence. The Borrower shall indemnify and hold AICASF harmless from any claims made by third parties for loss, injury, and damage to their persons and properties arising out of The Borrower's possession, use, maintenance, or return of equipment, including legal cost incurred in defense of such claims.

### **PROHIBITED USES**

Equipment is loaned to students at The Art Institute of California San Francisco for the purpose of practicing for their chosen profession and furthering their education. Use of equipment for employment, profit, or personal gain is strictly prohibited.

### **RETURN OF EQUIPMENT**

The borrower shall return all of the equipment to AICASF during regular business hours, and during the appropriate time period, according to the policies of the AICASF Equipment Library, as published in the student handbook, and as included in this packet, in the same condition when it was delivered to the borrower, subject only to reasonable wear and tear. The borrower shall be held responsible for all damages to, or loss of the equipment occurring because it was not returned within Equipment Library's regular business hours. Equipment returned during business hours, but later than the acceptable return time, as included in this packet, will be subject to a fine which must be paid before the borrower graduates or withdrawals from school. A hold will be placed on the student's account, and the fine will be handled through the accounting department. In extreme cases, as in malicious destruction of property, extreme negligence, or multiple occurrences of smaller problems and/or multiple late fines being charged, the student will lose ALL their checkout privileges until the fines are paid.

### **THEFT**

AICASF of its own discretion may report any of its personal property as stolen if it is not returned according to published policies of the AICASF Equipment Library (EL) or if conditions and circumstances indicate theft before that time. The borrower agrees to pay for equipment (at the replacement cost when borrowed) for all types of theft or mysterious disappearance.

### **IDENTITY**

No student may check out equipment or labs for another student or with another student's ID card. Attempts to do so will be looked upon with strong suspicion. ID cards should never be shared; Only the borrower or anyone accompanied by the borrower can return their respective checked out equipment. In the case of labs, a student must check-in themselves.

### **CHANGES TO THESE POLICIES**

Changes to our policy MAY occur without prior notification. However, all policy changes will be posted at the Equipment Library at all times. It is the responsibility of the borrower to keep current with these changes.

**NAME:****ID#:****SIGNATURE:****DATE:**

## FINES/FEES

All equipment is available for checkout to students on a first- come, first- serve basis by walk in, and/or by reservation for specified equipment. Late fees are enforced to ensure that there is enough equipment for students who need equipment for their class assignments.

### LATE FEE COSTS

- A daily fine of \$30 per ORDER will be assessed, up to the current value of the checked out equipment.
- Any access card (ppl,studio) taken home and not returned at the end of the business day to the cage or security will result in a \$25 a day fine.
- Late fees are accruable at the beginning of each business day past the time due.
- Lost equipment or equipment not returned within 14 days of the due date will be charged, at the current value, to the student  
***STUDENTS WILL NOT BE CHARGED FOR MORE THAN THE COST OF THE EQUIPMENT***

### DAMAGED GEAR

- Students should notify the Cage immediately if an item is damaged, and be prepared to return it the same day. Students can obtain a quote to repair items, but must obtain written approval from the Cage Manager before having the equipment repaired. If an item is returned damaged, the Tech department will determine if the item can be repaired, or if it should be replaced.
- If gear is returned damaged, student is charged the cost of the repair and related costs. If gear cannot be reasonably repaired, student is charged full value of the replacement.

### SUSPENSION FROM CHECKOUT PRIVILEGES

- Students who have any late fees or fines will lose their checkout privileges from both the cage and library. These fines/fees must be paid in full before graduation or withdrawal from school. Checkout privileges will remain suspended until fines/fees are paid.

### CLEARING FINES/FEES

- Financial arrangements for late fees can be made with the Student Accounting on the 2<sup>nd</sup> floor in the Main building.
- Fines charged for late equipment cannot be added to the student's tuition account, and cannot be paid with financial aid loan funds. Student Accounting will track the accumulation of fines.

### REPEAT OFFENSES & SERIOUS INFRACTIONS

- Students who accrue serious infraction of damaged gear within a thirty (30) day period will be referred to the Dean of Student Affairs for violating AiCASF's Code of Conduct, and a conduct hearing will be scheduled. Serious infractions include, but are not limited to: improperly stored gear, improperly cleaned gear, or severely damaged gear.
- Please refer to the Student Conduct Policy (<http://www.artinstitutes.edu/san-francisco/pdf/student-handbook.pdf>) for disciplinary procedures and possible sanctions/outcomes (including, but not limited to, the suspension of gear privileges). Gear suspension may include, but not be limited to: suspension for a set time period; suspension for the remainder of the academic quarter; suspension of specific gear; or suspension of all borrowing privileges for the duration of a student's enrollment.

### APPEALS PROCESS

- Should you decide to contest a fee, fine, or disciplinary sanction you must submit a written appeal to President Byron Chung within seven calendar days after receiving this letter. Your letter must detail all bases for your appeal. Your letter must clearly state the extenuating circumstances or the grounds for believing the decision that was made was arbitrary or biased or that it was without adherence to The Art Institute of California San Francisco's policies and procedures, and provide any supporting documentation.

### SIGNATURE

Lack of a signature on the Borrower's Agreement does not prevent late charges from being assessed. Acceptance of the equipment at the time of checkout is acceptance of all checkout policies including possible late fees that may be incurred. **PLEASE PRINT LEGIBLY!**

NAME:

ID#:

SIGNATURE:

DATE: