

1 GENERAL TERMS OF USE

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The terms and conditions described below are a legal agreement between you (the account requester/holder) and the various loan and exchange programs hosted by MonTECH. By clicking on the 'I DO AGREE to the conditions outlined in the borrower agreements' check box, you are acknowledging that you have read, understand and agree to be bound by the terms and conditions described below and the Equipment Loan Agreement for the program from which you are borrowing equipment, and to comply with all applicable laws and regulations. If you do not agree to these terms and conditions, do not use this website or the services provided by these programs.

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This website may contain technical inaccuracies or typographical errors. Information on this website may be changed without notice. MonTECH may change programs or services that are shown on this website at any time without notice. While MonTECH strives to provide accurate and complete information, MonTECH assumes no responsibility regarding the accuracy of the information provided on this website. Use of the information on this website is at the recipient's own risk. In no event will MonTECH, the University of Montana, the Montana Department of Public Health and Human Services, or any program or service available through this website be liable to any party for any direct, indirect, or other consequential damages for any use of this website.

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MonTECH and the programs or services that are shown on this website may revise the following terms and conditions at any time by updating this agreement without notice. Each time a user requests to borrow equipment through this website, he or she is given an opportunity to review these Borrower Agreements, including any revisions made since he or she created an account. By using this website, all users agree to be bound by these revisions.

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MONTANA ASSISTIVE TECHNOLOGY PROGRAM (MATP)
EQUIPMENT LOAN AGREEMENT (12/30/2020)

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* I understand and agree that equipment is loaned to me by MonTECH for short-term use only and I will return it on or before the date noted on the loan agreement provided to me unless special arrangements are made prior to such date. I accept responsibility for and agree to pay late fees assessed by MonTECH based on the value of the equipment I borrow, requests by other consumers, and number of days overdue if I do not return equipment on time.

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* I further agree to prevent abuse of this equipment, prevent illegal copying of software, and accept responsibility for the expenses of repair or replacement of this equipment if it is damaged, lost, or stolen while on loan to me.

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* I understand that while MonTECH has ensured that all CDC guidelines relating to cleaning and sanitization protocols regarding equipment have been followed in the course of MonTECH's receipt, storage and distribution of this equipment, there is a risk that transmission of a virus, including COVID-19, could occur on this equipment.

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* I will not hold the Department of Public Health and Human Services (DPHHS), the Montana Assistive Technology Program, MonTECH or The University of Montana liable for any direct, indirect, or other consequential injury, including transmission of any disease or virus, that occurs from the use of this equipment while it is on loan to me.

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* I understand that I am completely responsible for the proper and safe use of all equipment loaned to me by MonTECH. This includes the proper wearing and use of a helmet at all times when using tricycles and bicycles.

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* I understand that there is a limit to the number of devices that I can borrow from MonTECH at any one time. I am welcome to borrow additional devices but may be required to return items currently on loan to me before being granted another loan.

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* I understand that equipment available through this loan program was purchased with federal funds for the benefit of individuals with disabilities and is not intended to be used for private or commercial fiscal gain by any individual or entity.