



ADAPTIVE EQUIPMENT LOAN AGREEMENT

This agreement will define the terms and conditions for the loan of ROWING CANADA AVIRON-owned adaptive equipment to its member clubs.

1) PARTIES: This agreement is made between Rowing Canada Aviron – adaptive committee (hereafter referred to as RCA) and _____ (hereafter referred to as “the Club”) and is executed by their duly appointed representatives.

2) REPLACEMENT VALUE: The replacement value of the equipment has been valued at:

Adaptive Seat/strappings	\$350.00
Adaptive kit to fix seat to boat	\$100.00
Pontoons	\$300.00

3) TERM: This agreement comes into effect _____ and remains in effect until _____ when the equipment is to be returned to a RCA Adaptive Committee representative.

4) STATE OF EQUIPMENT: In signing this agreement, the Club acknowledges that it has inspected the above equipment on receipt and found the equipment to be in a good state of repair, reasonable wear excepted.

5) USE: This equipment may be used by the Club under the following conditions:

- The Club **must** properly store and care for the equipment
- The Club **must** make the equipment available for adaptive rowing activities, as and when requested by RCA
- The Club **must** obtain prior written consent from RCAs for the Club to allow a third party (i.e. persons other than the club members) to use the equipment.

6) TRANSPORT AND DELIVERY. The Club will be responsible for all transport, pickup, and delivery of the loaned equipment at its own cost. At the completion of the term of this agreement, return to a designated club is the responsibility of the Club.

RCA will be responsible for pickup and delivery of the equipment for its adaptive rowing activities and subsequent return to the Club

7) NOTIFICATION OF DAMAGE: The Club must notify RCA immediately by telephone, fax or email if equipment has been damaged due to an accident. This must be followed by a written damage report within 5 business days of the accident.

8) MAINTENANCE: The Club will be responsible for maintaining the equipment in good working order. All costs incurred for normal maintenance and replacement of parts shall be the responsibility of and paid by the Club. The Club must maintain a log for each piece of equipment detailing the maintenance activities performed during the period of the loan.

9) REPAIR: The Club will be responsible for repairing and paying for any damage caused to the equipment while in its possession. The repair must be carried out by qualified persons or corporations. Transportation to and from this location will be the responsibility and cost of the Club.

10) INSURANCE: **RCA will not insure the equipment.**

11) INSPECTION: The Club will make the equipment available for inspection at any time by RCA.

12) REPORTING: The Club shall submit a written report on the state of the equipment to the Domestic Development Officer by March 31st each year. (An interim, informal report may be required prior to this

date). This report will also indicate how the equipment was used and what costs were incurred during the period of use.

13) PROMOTION: Any Club participating in this program will in turn participate to a reasonable degree in adaptive rowing activities, within a reasonable distance of their club, in Canada.

14) LOGOS: The Club will not remove or obscure any logos affixed to the equipment by RCA.

15) TERMINATION: The Club's failure to abide by the covenants and conditions of this agreement may result in the immediate termination of this agreement and removal of the equipment defined above by RCA.

16) INDEMNIFICATION: The Club agrees to indemnify RCA and save it harmless from any claims, causes of action, suits or damage howsoever arising from the use of the equipment.

17) ACKNOWLEDGEMENT OF RECEIPT: The Club and RCA will acknowledge having received duly signed and dated copies of this agreement.

18) DILIGENCE: The Club and RCA will provide all assurances necessary to fulfill this agreement.

19) GOVERNANCE: The laws of the Federal Government govern this agreement.

20) TIME: Time is of the essence of this agreement

21) ACKNOWLEDGEMENT: The Club acknowledges that it has an adequate rowing shell and quantity of oars to operate the above equipment on a continuous basis during the term of this agreement.

Duly Authorized Signature of
RCA Representative

Duly Authorized Signature of
Club Representative

DATE

DATE

Acknowledgement of receipt of duly signed copy:

RCA

THE CLUB