FI Property Loan Agreement

pursuant to the provisions of § 2193 et seq. of Act No. 89/2012 Coll., the Civil Code

Borrower: .... učo: ……….. bytem: ....

and Masaryk University, Faculty of Informatics, Botanická 68a, 602 00 Brno, (hereinafter referred to as the "Faculty")

represented by *doc. RNDr. Petr Sojka, Head of the Laboratory of Electronic and Multimedia Applications* conclude the following agreement on the loan of the faculty inventory.

The Borrower certifies by his/her signature that the following items were loaned to him/her on ………………… by the authorized person listed below:

Inventory number	Name	Purchase price	Production number

1. Both parties confirm that they have carefully inspected the loan object before handing it over to the borrower for use and state that there are no defects in it that would prevent its proper use.

2. The borrower is entitled to use the borrowed items properly and in accordance with the purpose for which they are usually used, is obliged to protect them from damage, loss or destruction and may not transfer them to another for use.

3. The borrower is liable for the loss of the borrowed items and in case of their loss he/she undertakes to compensate the faculty for their value in full, unless he/she proves that the loss occurred in whole or in part without his/her fault (for this case the faculty recommends taking out liability insurance).

4. The Borrower undertakes to immediately report any loss, damage or other defects of the entrusted items to the e-mail address lemma-adm@fi.muni.cz.

5. The borrower is obliged to return the borrowed items by the deadline specified in the registration system, or at any time at the request of the faculty.

6. In exceptional cases, the Borrower is entitled to hand over the loan object directly to the next user, provided that the new user confirms in writing that the Borrower has received the loan object without any defects. This written confirmation must be handed over by the borrower on the next working day to the person responsible for the loan of the

laboratory equipment. In the event that the borrower allows a third party to use the item without written confirmation of the borrowed item or that the borrower has not been a user of the LEMMA laboratory, the borrower shall be obliged to compensate for any damage incurred.

7. If the item is not returned by the Borrower to the Lender in due and timely manner, the Borrower shall be obliged to pay the Lender a contractual penalty of 0.01% of the purchase price for each item not returned and for each day of delay in fulfilling this obligation. The application of the contractual penalty shall be without prejudice to the claim for damages.

....
      Borrower   authorised person   head of the
laboratory

Formulation for the case of transfer of borrowed laboratory equipment to another user:

The user hereby confirms receipt of the loan object, which is complete and without any apparent damage, from the borrower. By signing this agreement, the User becomes the Borrower and assumes all, in particular the above mentioned responsibilities for the subject of the loan, including liability for any damage.

In Brno on ....

..
  ..
          Borrower   *user (future borrower)*