



LENDING AGREEMENT

between

Technical University of Munich – acting here: InformationTechnology Weihenstephan (ITW)
Maximus-von-Imhof-Forum 3, 85354 Freising – Weihenstephan
- hereinafter referred to as "Lender" -

and

Name	Vorname Nachname	Enrollment no.	Matrikelnr
Address	Adresse	Date of Birth	
Phone	123456789	Email	beispiel@tum.de
TUM user name	ab12cde	Reason	Bachelor-/Masterarbeit

– hereinafter referred to as "Borrower" –

Loan Item

The Lender lends the Borrower for the period

from Klicken oder tippen Sie, um ein Datum einzugeben. **to** Klicken oder tippen Sie, um ein Datum einzugeben.

(hereinafter referred to as "Loan Period") the following items (hereinafter referred to as "Loan Item", even if more than one item):

Lenovo L490

Serial no.: Klicken oder tippen Sie hier, um Text einzugeben. , Laptop no.: **1**

The Lending Agreement covers the a.m. laptop including original accessories (battery, power supply) and a laptop case/bag/pouch.

Value of the Loan Item: 1000€ (in words: one thousand Euro).

By signing this document, the Borrower accepts all terms and conditions of use set out below.

The deposit of 200,00€ (in words: two hundred Euro) has been paid.

x

Date, Lender's signature, ITW

Date, Borrower's signature

Terms and Conditions of Use

§ 1 Subject-matter of the Agreement

- (1) Lender will lend Borrower the above-mentioned Item for the Loan Period specified above.
- (2) Borrowers shall return the Loan Item in its entirety to the Lender no later than by the end of the Loan Period at their own initiative.

§ 2 Borrower's Duties

- (3) Borrower may not use the Loan Item for purposes other than studies, research, and teaching. Any other use is not permitted.
- (4) Without prior written permission of Lender, Borrower is not entitled to lend the Loan Item to third parties.
- (5) Any damage or change to the Loan Item occurred during the Loan Period and/or any loss of the Loan Item must be communicated to Lender without delay.
- (6) Any necessary repairs will be made exclusively by Lender.
- (7) Any loss of value and repairs resulting from damage caused by Borrower will be charged to the deposit set out in § 5 and may exceed the deposit.
- (8) If the Loan Item is dirty when it is returned, the Lender retains 40€ of the deposit paid.
- (9) Borrower undertakes to protect the Loan Item from any confiscation, attachment, or interference by third parties and to inform Lender without delay if any measures to this effect are expected. If necessary, Borrower has to get back the Loan Item at his or her own cost.

§ 3 Termination

Lender may terminate this agreement without notice if

- Lender needs the Loan Item due to unforeseen circumstances; or
- Borrower does not use the Loan Item in compliance with this agreement, in particular if Borrower lends it to a third party without permission; or
- Borrower causes harm to the Loan Item through lack of maintenance or improper use; or
- trust in Lender's reliability is compromised by a similar incident.

§ 4 Liability

- (10) Lender's liability shall be limited to intent and gross negligence. This limitation shall not apply in the event of injury to life, body, or health, or claims under the German product liability act.
- (11) If the Borrower exceeds the agreed rental period, the Lender retains a part (10%) of the deposit per week.
- (12) Borrower undertakes to use the Loan Item in compliance with any applicable laws and statutory regulations.

§ 5 Deposit

- (13) Borrower undertakes to pay a deposit.
- (14) When exceeding the Loan Period for 2 weeks 10 %, for 4 weeks 30 % and for 8 weeks 100 % will be retained.
- (15) The deposit may be refunded only Monday through Friday before noon (please check opening hours). Outside of these hours refunds require prior agreement.

§ 6 Miscellaneous

- (16) Any changes, amendments, or supplements must be in writing. The written form requirement may only be waived in writing.
- (17) The provisions of the German Civil Code, in particular sections 598 et seq. (§§ 598 ff BGB) apply to this Agreement.
- (18) Place of performance shall be Freising, Germany.

Checkout Protocol

By signing the checkout protocol, Lender and Borrower confirm the condition of the Loan Item at the time of checkout and return.

Please notify ITW Helpdesk without delay of any damage, defects, and other disorders occurred during the Loan Period; any costs related thereto may have to be borne by Borrower. Any improper handling, for example outside of buildings or in field experiments, is not permitted. In case of loss or irreparable damage Borrower will be charged for the replacement value; see Terms and Conditions of Use. * Please note: If the ITW Helpdesk incurs the cleaning of the laptop, the effort will be compensated by withholding part of the deposit.

Date	Checkout	Return
Functional check	<input checked="" type="radio"/> ok	<input type="radio"/> ok <input type="radio"/> faulty
Battery	<input checked="" type="radio"/> ok	<input type="radio"/> ok <input type="radio"/> faulty
<i>Type of malfunction</i>		

Visual Check			
Dirt	<input type="radio"/> yes	<input checked="" type="radio"/> nein	<input type="radio"/> yes <input type="radio"/> nein
<i>Cleaning by ITW</i>			<input type="radio"/> yes* <input type="radio"/> nein
Case/Cover	<input type="radio"/> ok	<input type="radio"/> faulty	<input type="radio"/> ok <input type="radio"/> faulty
<i>Type of malfunction</i>			
Panel/Screen	<input type="radio"/> ok	<input type="radio"/> faulty	<input type="radio"/> ok <input type="radio"/> faulty
<i>Type of malfunction</i>			
Ports (USB, power, etc.)	<input type="radio"/> ok	<input type="radio"/> faulty	<input type="radio"/> ok <input type="radio"/> faulty
<i>Type of malfunction</i>			
Hinges	<input type="radio"/> ok	<input type="radio"/> faulty	<input type="radio"/> ok <input type="radio"/> faulty
<i>Type of malfunction</i>			

Accessories			
Power supply	<input checked="" type="radio"/> ok		<input type="radio"/> ok <input type="radio"/> faulty
Case/Pouch/Bag	<input checked="" type="radio"/> ok		<input type="radio"/> ok <input type="radio"/> faulty

Lender's Signature (ITW)	<i>Date, Signature ITW</i>	<i>Date, Signature ITW</i>
Borrower's Signature	<i>Date, Signature</i>	<i>Date, Signature</i>

CHECKLISTE

AUSGABE

<input type="checkbox"/> Übergabeprotokoll	<input type="checkbox"/> Personalausweis/Reisepass <i>Sichtprüfung!</i>	<input type="checkbox"/> StudentCard <i>Sichtprüfung!</i>
<input type="checkbox"/> Benutzeraccount geändert	<input type="checkbox"/> Kautions hinterlegt; 200,00€	<input type="checkbox"/> Int. VertragsID aus Access mit Kugelschreiber auf dem ausgedruckten Vertrag notiert
<input type="checkbox"/> Daten in Access übertragen	<input type="checkbox"/> Grund geprüft	

RÜCKGABE

<input type="checkbox"/> Übergabeprotokoll	<input type="checkbox"/> Funktionstest	<input type="checkbox"/> Kautions ausbezahlt; 200,00€
<input type="checkbox"/> Rückgabeformular ausgefüllt	<input type="checkbox"/> Daten in Access übertragen	<input type="checkbox"/> Imagen