

SEWING MACHINE LOAN AGREEMENT

This Sewing Machine Loan Agreement (“Agreement”), dated _____, 2020, is made by and between _____ (“Student”) and Brookdale Community College with its main campus located at 765 Newman Springs Road, Lincroft, NJ 07738 (the “College”). In consideration of the covenants and agreements contained in this Agreement, the Parties agree as follows:

1. The College warrants that it is the legal owner of certain sewing machines, specifically Singer Heavy Duty 4452 and Brother LB-6800 Project Runway Edition, or similar models (hereinafter referred to as “the Sewing Machine(s)”).
2. The College also warrants that the Sewing Machines were procured through the Perkins Act, and the College has the right and authority to loan the Sewing Machines to students for educational purposes in accordance with email approval on March 17, 2020, from the New Jersey Department of Education, Perkins Coordinator.
3. The Student agrees to borrow one (1) Sewing Machine, beginning _____ through _____, and is responsible for the safe keeping and return of the Sewing Machine in good working order.
4. While in his/her care, the Student assumes liability for the Sewing Machine and is responsible for damage, theft, or destruction. The Student agrees to return the Sewing Machine to LAH 202 upon the earlier of either the return date specified in Section 3, if the Student withdraws from the College or FASH 131 or FASH 132 course, or if instructed to do so by the College.
5. Failure to return the Sewing Machine in good condition will subject the Student to a fine and/or the withholding of a final Grade. The value of a Singer Heavy Duty 4452 Sewing Machine is \$190.00 and Brother LB-6800 Project Runway Edition Sewing Machine is \$300.00. Should the Student fail to return the Sewing Machine or return it in a damaged manner, the College may also proceed with legal action to collect this debt.
6. Upon completion of a Written Request to Borrow a Sewing Machine (see below) and execution of this Loan Agreement, the College will deliver the Sewing Machine to the Student. Title to the Sewing Machine continues to belong to the College.
7. The Sewing Machine is for the Student’s use only and loaning the sewing machine to other individuals is strictly prohibited.
8. Any damage or theft to the Sewing Machine must immediately be reported to helpdesk@brookdalecc.edu and the Dean, Business and Science no later than 24 hours after the incident.

Amendment. No amendment, modification or waiver of any provision of this Agreement shall be effective unless by written agreement signed by both the College and the Student.

Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of New Jersey.

I have read the foregoing Agreement, understand its terms and conditions, realize this is a legal document and consent to be bound to the terms and conditions stated in this Agreement and College Regulation pertaining to Sewing Machine Acquisitions and Loans.

**ACCEPTED AND AGREED:
STUDENT**

BROOKDALE COMMUNITY COLLEGE

By: _____

By: _____

Date:

Date:

BROOKDALE COMMUNITY COLLEGE SEWING MACHINE REQUEST FORM

To be completed by Student

Student Name:

Brookdale ID:

Brookdale Email:

Address:

Date of Request:

To be completed by Brookdale Community College

- Student submitted a Request Form on _____
- Singer Heavy Duty 4452 Sewing Machine is available for loan (Inventory # _____)
- Brother LB 6800 Project Runway is available for loan (Inventory # _____)
- The Sewing Machine Loan Agreement has been executed by the Student YES/NO
- A copy of the executed Sewing Machine Loan Agreement has been given to the Student YES/NO
- I have inspected the Sewing Machine and determined it is in good condition upon delivery to Student YES/NO
- PICK UP DATE: _____ TIME: _____
- RETURN DATE: _____ TIME OF RETURN: _____
- I have inspected the returned Sewing Machine and it is in good condition YES/NO

Brookdale Community College Representative: _____ Date: _____