

# EPA REGION 3 REVOCABLE AIR SENSOR LICENSE AGREEMENT

The Environmental Protection Agency of the United States of America (Region 3) (licensor) and the Licensee

agree as follows:

1. Licensor will make available to licensee, by revocable license, the property owned by licensor (*quantity and sensor brand*):

2. The property is to be used for the purpose of (*project name*)

3. Licensor reserves the right to terminate the license at any time.

4. Licensee agrees:

(a) To use the property for the above stated purpose:

(b) To maintain the property in good operating condition during the period of use, and return it upon termination of this license or when it is no longer needed for the above stated purpose, in as good condition as received, fair wear and tear expected.

(c) To bear the expense of transportation incurred in shipment to and from licensee;

(d) If the property is lost or stolen, promptly notify the licensor;

(e) If the property is damaged (other than through fair wear and tear), promptly notify the licensor;

(f) To refrain from transferring any rights in the property to any third party, and to refrain from allowing any third party to acquire any rights in the property;

(g) To hold licensor harmless from, and indemnify licensor for, any and all claims, judgments, or settlements for personal injury, death, or property damage to third parties caused by the property or arising out of licensee's possession or use of the property;

(h) To give suitable notice to licensor prior to returning the property;

(i) To allow licensor or its designated representative access to the property;

(j) The licensee shall provide receipt for the property to the licensor when the property identified in the agreement has been received.

5. The period of this license (unless earlier terminated pursuant to this agreement) shall be (period of loan) from the date licensee executes the agreement. If the licensee desires to extend

the period of the license, licensor shall be given notice and reasons for extension of such fact not less than thirty(30)days prior to the termination of the license period.