

Sample Equipment Use Agreement

This sample agreement should be reviewed and approved by your attorney prior to use.

This agreement by and between _____
Equipment Owner's name _____ *Equipment Owner's complete address*
 (“Equipment Owner”), and _____ (“User”),
User's Name _____ *User's Complete Address*
 will take effect on the ____ day of _____ and will continue for a period of ____ .
Day *Month* *Year* *Time period*
 WHEREAS, Equipment Owner owns certain personal property described as _____
Description of Equipment
 _____ (“Equipment”), and which is normally used for _____ , and
Type of use
 WHEREAS, User desires to use the Equipment for the purpose of _____ , and
Purpose of use
 WHEREAS, Equipment Owner has agreed to allow User to use the Equipment provided that the following terms and conditions are met.

It is Therefore Agreed By and Between the Parties:

1. Equipment Owner agrees to let User use the above described Equipment only for the above described purpose on _____ . If Equipment is not returned by _____ , User shall pay \$ _____ a day as a late fee,
Describe times and days of usage *Date* *Amount*
 unless waived by Equipment Owner. _____ is the contact person for Equipment Owner and _____
Equipment Owner contact person
 _____ is the contact person for User to coordinate the details of usage. User will provide a
Name of User's contact person
 deposit of \$ _____ , which will be refunded upon return of the Equipment.
Amount

2. **Fee Agreement.** User agrees to pay Equipment Owner \$ _____ for the use of the Equipment.
Amount

Non-Fee Agreement. In consideration for the benefit of using the Equipment, User agrees to abide by all the terms and conditions of use described in this agreement. User further agrees that the lending of the Equipment is for the User's sole benefit.

3. User agrees not to use the Equipment for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the Equipment. User also agrees to use the Equipment in a careful and proper manner.

4. User agrees not to use the Equipment for any purpose that is contrary to the mission, purpose, or belief of the Equipment Owner, which is a biblically-based religious institution.

5. User shall maintain the equipment in good repair and operating condition, allowing for reasonable wear and tear.

6. Insurance Requirements. User will maintain the insurance coverages shown below.

Liability Insurance. User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Equipment Owner at least seven days prior to the date upon which the User begins to use the above described Equipment. The certificate of insurance will indicate that User has made Equipment Owner an “additional insured” on User's policy with respect to the use of the Equipment.

Property Insurance. User promises and warrants that User will keep the equipment insured against all risks of loss or damage from every cause whatsoever for full replacement value of the Equipment and name Equipment Owner as a loss payee.

This is a sample document only. Your organization is responsible for compliance with all applicable laws. Accordingly, this form should not be used or adopted by your organization without first being reviewed and approved by an attorney. Brotherhood Mutual Insurance Company assumes no liability in the preparation and distribution of this sample form.

7. User agrees to hold harmless, indemnify and defend equipment owner (including equipment owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, property damage, or financial damage, which may result from any person using the equipment while the equipment is in the care of user, regardless of whether such injury or damage results from the negligence of the equipment owner (including equipment owner's agents, employees and representatives) or otherwise.
8. Equipment Owner, being neither the manufacturer, nor a supplier, nor a dealer in the equipment, makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. User accepts the equipment "AS IS."
9. User agrees that if the equipment fails to perform after acceptance by User it will be the responsibility of User to repair and correct the problem. User further agrees that Equipment Owner will not be responsible for any failure of equipment for any reason.
10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party. In the event that Equipment Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Equipment Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the Equipment, even if Equipment Owner has been advised of the possibility of such damages.
11. User has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.
12. User agrees not to assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Equipment Owner.
13. Equipment Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Equipment Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
14. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this _____ day of _____
Day Month Year

Equipment Owner

Signer's Name _____

Position with Equipment Owner (title) _____

User

Signer's Name _____

Position with User (title) _____

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