

City of Homer Community Recreation Sports Gear Equipment Use Agreement

This agreement by and between City of Homer, whose address is 491 E. Pioneer Avenue, Homer, Alaska 99603 ("Equipment Owner"), and _____, whose address is _____

_____ ("User" and collectively "Parties"), will take effect on the (CHECK OUT DATE) _____ and will continue for a period of (RETURN DATE) _____.

WHEREAS, Equipment Owner owns certain personal property described as _____ ("Equipment"), and which is normally used for _____, and

WHEREAS, User desires to use the Equipment for the purpose of _____, and

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:

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.

1. 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.
2. User agrees to use the Equipment only for its intended purpose.
3. User shall maintain the equipment in good repair and operating condition, allowing for reasonable wear and tear.
4. If the User loses or damages the equipment beyond a reasonably repairable state, the User at the sole discretion of the Equipment Owner will be required to pay a replacement value of: \$ _____
5. User agrees to hold harmless, indemnify and defend equipment owner (including equipment owner's respective executors, administrators, successors, trustees, employees, agents, attorneys and assigns) 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 or injured by user while the equipment is in the care of user.

6. 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."

7. User further agrees that Equipment Owner will not be responsible for any failure of equipment for any reason.

8. User has carefully and thoroughly inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.

9. 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.

10. 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 _____, 20_____.

Equipment Owner

User

PRINT _____

PRINT _____

SIGN _____

SIGN _____