

DIA Equipment Use Agreement

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 the 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.
Name of User's contact person

2. 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. The User will provide a certificate of insurance to the Equipment Owner upon request.

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.

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. 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.

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. 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.

List Equipment: _____

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) _____