



SARGENT CENTRAL PUBLIC SCHOOL

EQUIPMENT USAGE AGREEMENT

Equipment ("Equipment") Borrowed: _____

Quantity of Equipment Borrowed: _____ Borrowing Term: _____ to _____

- I. **INSPECTIONS:** Borrower acknowledges a duty to inspect the Equipment prior to use and notify Superintendent of any defects. Borrower has inspected the Equipment and finds it suitable and in good condition and understands its proper use.
- II. **REPLACEMENT EQUIPMENT:** If the Equipment should malfunction, Borrower shall discontinue use and notify Superintendent immediately of malfunction. School shall not be responsible for any incidental or consequential damages or lost profits suffered by Borrower as a result of malfunctioned Equipment.
- III. **DISCLAIMER OF WARRANTIES:** School, not being the manufacturer of the Equipment, nor the manufacturers' agent, makes no warranty, either express or implied. Borrower acknowledges that the Equipment is being borrowed from the School on an "AS IS" and "WITH ALL THE FAULTS" basis and that all such risks, as between Dealer and Customer are to be borne by Borrower at its sole risk and expense. Borrower acknowledges that (1) School has made NO EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (2) School HAS NOT MADE ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE regarding the Equipment, and (3) School has made no warranties that the Equipment is suited for Borrower's intended use or that the Equipment is free from defects, nor has School made any other implied or express warranties. Customer accordingly agrees not to assert any claim whatsoever against School based thereon. There are no warranties which extend beyond the face hereof.
- IV. **INDEMNIFICATION/HOLD HARMLESS:** Borrower shall assume the risk of all property damage or damages for personal injuries caused by the Equipment or arising out of Borrower's use of the Equipment and shall hold School harmless from property damage or damages for personal injuries caused by or arising out of Borrower's use of the Equipment.
- V. **PROHIBITED USES:** Use of the Equipment in any one of the following circumstances is prohibited: (a) illegal purpose or in an illegal manner; (b) when the Equipment is in bad repair or in an unsafe condition; (c) improper unintended use or misuse; (d) by anyone other than Borrower; (e) at any location other than the address provided by Borrower to School.
- VI. **NON-ASSIGNMENT/SUBLETTING/LENDING:** Borrower may not sublease, lend, or loan the Equipment to another party without Superintendent's written permission.
- VII. **RETURN OF EQUIPMENT:** Borrower's right to possession of the Equipment terminates upon the expiration of the borrowing term. Should Borrower retain possession of the Equipment beyond the term of the borrowing period, Borrower shall be responsible for all the charges set forth in this Agreement until the Equipment is returned to School. Any extension to the borrowing term must be agreed to between Borrower and Superintendent in writing. If the Equipment is not returned to School during regular school hours, Borrower shall pay for any damages or losses to the Equipment occurring between the time the Equipment is surrendered and the time the Superintendent determines the Equipment to be returned. Borrowing charges set forth in the Agreement for the Equipment shall be determined for each day the Equipment is kept beyond the borrowing term through the date the Equipment is returned.
- VIII. **RETURN OF EQUIPMENT CONDITION:** Borrower shall pay a cleaning fee if the Equipment is returned in a condition Superintendent deems unacceptable.



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- IX. **DAMAGED OR LOST EQUIPMENT:** Borrower shall pay for any damage to or loss of the Equipment, outside of reasonable wear and tear, as an insurer, regardless of the cause of the damage to the Equipment, in addition to any unpaid fees. Equipment damaged beyond repair shall be paid by the Borrower at its replacement cost as determined by the Superintendent.
- X. **ATTORNEY FEES/COLLECTION FEES:** Borrower shall pay all collection costs, attorney fees, costs and other expenses incurred by School to enforce School's rights under this Agreement to collect all sums required to be paid by Borrower to School under this Agreement.
- XI. **OWNERSHIP:** Title to the Equipment and ownership of the Equipment shall at all times remain with the School.
- XII. **USE OF EQUIPMENT:** Borrower agrees that (a) the Equipment shall only be used by persons competent to operate the Equipment; (b) Borrower is solely responsible for providing competent operators of the Equipment; (c) the Equipment shall not be operated or used in a careless or negligent manner; (d) the Equipment shall not be used in any manner that violates the terms of this Agreement.
- XIII. **ASSUMPTION OF RISK:** Borrower acknowledges and accepts the risk inherent with and attendant to the use of the Equipment. Borrower voluntarily assumes the risk of injury, loss, damage, personal injury, or damage to persons and property which may arise from the use of the Equipment.
- XIV. **SCHOOL NOT RESPONSIBLE FOR DAMAGES TO TRANSPORT EQUIPMENT:** School is not liable for damages to Borrower's vehicle arising out of Borrower's transportation of the Equipment.
- XV. **NOTIFICATION OF ACCIDENT OR DAMAGE:** Borrower will immediately notify Superintendent in the event of any accident involving the Equipment or any damage to the Equipment.
- XVI. **SCHOOL INSPECTION:** Superintendent shall have the right to enter upon the premise of Borrower, or elsewhere, for the purpose of confirming the existence, condition, and proper care of the Equipment. School shall be entitled, without notice to Borrower, to remove Equipment if, in the opinion of the Superintendent is being used contrary to any term of this Agreement.
- XVII. **APPLICABLE LAW AND CONSENT:** Borrower consents to the jurisdiction of the State of North Dakota and agrees to be bound by the laws of the State of North Dakota and the Federal law of the United States of America.

Superintendent ("Superintendent") of Sargent
Central Public School ("School") Signature & Date

"Borrower" Signature & Date

Superintendent ("Superintendent") of Sargent
Central Public School ("School") Printed Name

"Borrower" Printed Name