



GREAT BRIDGE CREW

EQUIPMENT USE/ RESPONSIBILITY AGREEMENT



This agreement is made by and between the Great Bridge Crew Club (hereinafter GBCC) and

_____ (hereinafter LENDER)

Name

Address

City

State

Zip

Phone

Email

I, _____ (club leader),

as well as _____ and _____ (deputies if applicable), hereby agree that we are responsible for the proper usage and delegation of responsibility of the equipment listed below.

The following equipment is covered by this contract:

<u>Item(s) Loaned (Give Clear Description)</u>	<u>Serial #</u>	<u>Model/Brand</u>

By signing this contract, we agree to the following terms and conditions:

- Equipment.** LENDER assigns to GBCC the use of the following equipment listed above. GBCC will handle the equipment with adequate responsibility and care.
- Period of Possession.** GBCC will be using this equipment over an extended period of time. This agreement begins on the date of signed and expires on _____. If the Lender requires the equipment be returned and this agreement be terminated it will notify GBCC as soon as possible of the date the equipment is returned and allow GBCC adequate time to make arrangement for the items return. If the Item is being used for a competition the Lender agrees to allow the use of the equipment until the end of the competitive season the equipment is being utilized for.
- Inspection By User.** GBCC has made his/her/its own inspection of the equipment and has determined it to be safe and satisfactory for all of GBCC's purposes. LENDER provides no warranty at all, either express or implied. GBCC accepts the equipment "as is."
- Altering or Defacing Equipment.** GBCC will not alter, disfigure, or cover up any Numbering, lettering, or insignia displayed on the Equipment. If the equipment is modified for use it will be returned to it's original configuration before it is returned, unless otherwise agreed to by Lender and GBCC in writing.
- Maintenance and Repair.** GBCC understands that responsibility for maintaining the equipment in working condition while said equipment is in their possession. GBCC agrees to make every reasonable effort to keep the equipment in good repair and operating condition. Expenses of repairs will include labor, material, parts, and similar items for normal, reasonable wear and tear.

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EQUIPMENT USE/ RESPONSIBILITY AGREEMENT**

6. **Use.** The Lender understands then equipment will be utilized by multiple people including minors. GBCC agrees that the Equipment will be used in accordance with its design and intended purpose. Lender acknowledges it's equipment will be subject to normal wear and tear from use and the lender will not hold GBCC liable for any decrease or loss in the equipment's value due use by GBCC
7. **Loss or Damage.** GBCC agrees and understands that if the equipment and/or other related items are stolen, vandalized, misplaced, damaged, or destroyed. GBCC's liability will be the reasonable market value of the Equipment as of the date of loss or the value provided to GBCC resulting from any insurance claim. If the equipment sustains accidental damage from its use GBCC will make all attempts to repair the equipment to the satisfaction of the Lender within the ability of GBCC. The Lender will not hold GBCC liable for the loss in market value of the equipment due to the damage or repair.
8. **Inspection by LENDER.** The LENDER will have the right inspect it's equipment and must notify GBCC of the inspection so arrangements can be made for access to the site where the equipment is stored.
9. **Title.** Title to the Equipment will at all times remain with LENDER unless transferred to GBCC by sale. GBCC will give LENDER immediate notice of any claim, levy, lien or legal process issued against the Equipment. The Equipment is and will remain for the term of this use agreement personal property, notwithstanding any attachment of it or part of it to real property or improvements on such real property
10. **Insurance.** GBCC will, at GBCC's own expense, maintain liability and fire insurance and such other insurance as necessary for GBCC's protection and protection of the Equipment. Failure to carry such insurance will not relieve GBCC of liability as provided for in this Use Agreement.
11. **Assignment or Subletting.** GBCC will not assign this Use Agreement or any Equipment under the Use Agreement, or any interest in the Use Agreement or Equipment, without LENDER's written consent. GBCC will not give or provide any part of the Equipment to unauthorized users under the Use Agreement without LENDER's written consent. Authorized users shall be determined by the GBCC President and or head Coach
12. **Surrender of Equipment at End of Use Agreement.** GBCC agrees on termination of this Use Agreement or at the request of the LENDER to deliver the Equipment in good condition allowing for reasonable wear and tear, and free and clear of encumbrances.
13. **Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Use Agreement or by other written agreement. If any provision of this Use Agreement is invalid it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.

Signature of Club Leader

Date

Signature of Lender

Date

Signature of Deputy

Date

Upon Return: All above mentioned equipment was returned intact and unharmed and the signing parties are hereby freed from any liability.

Signature of LENDER

Date of Return

(ORIGINAL DOCUMENT REMAINS WITH THE GBCC SECETRARY'S FILES; COPY TO LOANER)
