



Equipment Use Agreement (“Agreement”)

This Agreement is between Forgotten Harvest (“Owner”), 15000 W Eight Mile, Oak Park, MI 48237 and (Agency)_____ at (add address)_____ (“User”).

This Agreement will take effect on or about _____ (add date) and be returned to the Owner no later than (“Return Date”) _____

The Equipment (pictures attached to this document) is described as follows: _____ (“Equipment”)

Prior to transferring the Equipment to the User, the Owner will ascertain that the Equipment is in good working condition and is able to perform the tasks as follows: _____ (“Purpose”)

1). No Warranty of Fitness: Once the Equipment is in the possession of the User, the User agrees that Owner makes no warranty or statement of any kind as to the ongoing condition, fitness, suitability, soundness, safety, usefulness, compliance with any federal, state, or local law, rule or regulation, or any other statement about the Equipment or its use.

By signing this Agreement, the User accepts the Equipment, in its present condition, without qualification.

2). Return of Equipment: If the User ceases to do business with the Owner, the equipment must be returned within seven days of that decision.

The User agrees that Owner may request the return of the Equipment at any time, for any reason, with seven days’ notice. The User will return the Equipment within seven days of that request.

The Owner and User will determine the best way to return equipment on or after the return date, if a request for return of the equipment has been made by the Owner, or if the Owner and User terminate doing business together.

If the Equipment is not returned after seven days, the User agrees that they will reimburse Owner for any expense that Owner may incur in securing substitute equipment, whether by rental or purchase.

Upon acceptance of the return of the Equipment to Owner, the terms of this agreement will terminate.

Extension of Agreement: Owner reserves the right to extend the terms of the Agreement with Owner at its discretion. Owner will notify the User in writing of the revised Return Date.

If User foresees that it will need an extension of the Agreement, it must notify the User for an extension in writing 14 days prior to the Return Date. If Owner agrees to a new Return Date, the User will be notified in writing of the revised Return Date.

3). Condition of the Equipment. User agrees that they shall maintain the Equipment in good repair and operating condition, allowing for reasonable wear and tear.

Once the equipment is in the possession of the User, all technical support relating to the basic use of the equipment is the responsibility of the User.



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 the Owner will not be responsible for any failure of equipment for any reason.

4). Equipment Use: User agrees to only use the Equipment for the Purpose as defined above in this Agreement.

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.

5). Annual Inspection: The Equipment will be inspected annually during our Annual Monitoring meeting

6). Entire Agreement. This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties.

7). Liability. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, volunteers and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, emotional injury, property damage, cyber impropriety, 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 Owner (including Owner's agents, employees, volunteers and representatives).

8). Assignment. The User may not assign this Agreement (or lend or lease or give the Equipment) to any other party.

The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of themselves and their organization and that this Agreement is binding upon each party in accordance with its terms.

User

Owner

Signed By _____

Signed By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____