

Equipment Use Agreement

This agreement is made between _____ representing _____, (referred to as "USER") and Jefferson County Horse and Pony Project (referred to as "JCHP"), concerning the use of the following JCHP equipment on the following dates: _____.

Description of Equipment:

_____ See attached spreadsheet of equipment _____

In consideration for permission to use this equipment, the "USER" agrees to comply with the following terms and conditions:

1. The USER will reimburse JCHP for any and all damages caused to the equipment and/or missing equipment and will submit a damage deposit in the amount of \$ **100.00**, which will be applied toward the costs of any damages that may result from the use of the equipment by the USER. The damage deposit will be returned to the USER within 30 days if there are no damages to the equipment.

IF you would like your deposit to be considered a donation to the JCHP and NOT be returned, check here.

2. The USER agrees to reimburse JCHP for the entire cost (minus deposit) to repair or replace the damaged or missing equipment and agrees that the decision whether to repair or replace equipment is solely up to the JCHP. In the event that the cost to repair/replace damaged or missing equipment exceeds the damage deposit, the USER agrees to pay any outstanding fees within 30 days of being notified of additional cost.
3. The parties agree that the USER, its agents, employees and/or volunteers are not agents, employees or volunteers of the Jefferson County Horse and Pony Project. The USER will be solely responsible and will assume full responsibility for the actions and omissions of its agents, employees or volunteers when using JCHP equipment.
4. The USER assumes all responsibility and liability for the requested use and agrees to defend, indemnify and hold JCHP harmless from any and all loss, damage or injury to any person or property arising from use of the equipment.
5. The USER will be solely responsible for its activities while using JCHP equipment and agrees to use the equipment at its own risk. JCHP makes no warranties or guaranties regarding the suitability for a particular purpose or the accuracy of the equipment to be used under this agreement. JCHP shall have no liability for any damages resulting from the use of the equipment by the USER.

USER Signature Date

JCHP Chair Date

AGREEMENT INVALID UNLESS SIGNED BY ALL PARTIES LISTED ABOVE