

# Sample Equipment Use Agreement

This sample agreement should be reviewed and approved by your attorney prior to use.

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 certain 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. User will provide a  
*Name of User's contact person*  
 deposit of \$ \_\_\_\_\_ , which will be refunded upon return of the Equipment.  
*Amount*

2.  **Fee Agreement.** User agrees to pay Equipment Owner \$ \_\_\_\_\_ for the use of the Equipment.  
*Amount*

**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 with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Equipment Owner at least seven days prior to the date upon which the User begins to use the above described Equipment. The certificate of insurance will indicate that User has made Equipment Owner an “additional insured” on User’s policy with respect to the use of the Equipment.

**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.

*This is a sample document only. Your organization is responsible for compliance with all applicable laws. Accordingly, this form should not be used or adopted by your organization without first being reviewed and approved by an attorney. Brotherhood Mutual Insurance Company assumes no liability in the preparation and distribution of this sample form.*

