

EQUIPMENT AGREEMENT

This agreement is made and entered into this ____ day of _____ 20__, by and between _____ (“Company”) and _____ (“Licensee”).

Whereas, Company is renting certain equipment known as a _____ (“Equipment”) from _____.

Whereas, Licensee wishes to use the Equipment in order to perform work at WUMC Campus Renewal Project (“Project”).

Now, therefore, in consideration of mutual covenants and agreements contained herein, the parties agree as follows:

1. Use of Equipment. Licensee may use the Equipment for the following purpose:
[IDENTIFY PURPOSE]: _____
2. Acknowledgment of Equipment’s condition. Licensee hereby acknowledges that a qualified representative of Licensee has inspected said Equipment, accepts said Equipment “as is” with no representations from the Company and relies solely on its own inspection for determining defects (latent or otherwise), safety and ability to utilize said Equipment.
3. Inspection and Repair. Prior to each use of the Equipment, a representative of Licensee shall make a complete inspection of the Equipment. If said inspection reveals any defects or dangerous conditions, said information shall be communicated to management of the Company, and Licensee shall refrain from using said Equipment until said defects or dangerous conditions have been repaired or otherwise corrected. Licensee shall have the right to repair the Equipment, at its own expense and shall be liable any and for all repairs made, when Equipment is being used by Licensee’s employees. Licensee shall provide the management of the Company with notice of any repairs made on the Equipment. If Licensee cannot safely repair the Equipment or if said repairs cannot be made by a qualified workman in a proper manner, Licensee shall immediately cease to use the Equipment and shall immediately notify the management of the Company of the condition of the Equipment. In such event, Licensee’s obligations to pay compensation as set forth in Paragraph 6 below shall be appropriately reduced.
4. Use of Equipment. Licensee shall not allow any persons other than Company’s own qualified employees to operate the Equipment and accepts all liability for said operation by Company’s employees during Licensee’s use. Licensee shall direct the operation of the Equipment. Licensee shall immediately notify the Company in writing if this provision is violated.
5. Disclaimer of Liability. Company shall not be liable for any damages or injuries sustained by Licensee, its employees or any third parties which are incurred during the use and/or possession of said Equipment. Licensee shall be solely liable for any damages or injuries arising out of this agreement, the possession and/or use of the Equipment and/or the direction of the operation of the Equipment.
6. Indemnification. Licensee hereby agrees to indemnify, defend and hold Company harmless from any and all claims of any nature made by Licensee’s employees or any third parties arising out of this agreement, the possession and/or use of the Equipment and/or the direction of the operation of the Equipment. Licensee agrees to

pay any sums expended by Company or its agents to investigate, prosecute, defend, settle or any judgments rendered pertaining to any such claims.

7. Compensation. In consideration of the use of the Equipment, Licensee shall provide the following compensation to the Company: **INDICATE AGREED ON AMOUNT. IF NO MONEY IS TO CHANGE HANDS YOU MUST INSERT \$1.00 AS THERE MUST BE CONSIDERATION**]: \$ _____
8. Enforcement. In the event a suit is brought to enforce this agreement, the prevailing party shall be entitled to recover attorney's fees and costs incurred in bringing or defending such suit.
9. Governing Law. This agreement shall be interpreted in accordance with the laws of the state of Missouri.
10. Insurance. Licensee shall obtain coverage from an insurance company and in an amount both satisfactory to Company endorsing Company as a named insured against all reasonable risks of liability and damage arising from Licensee's possession and/or use of said Equipment and shall furnish Company with proof of said insurance in the form of a certificate of insurance pursuant to the project insurance requirements.
11. In no event shall Company be liable for consequential damages.

LICENSEE

_____ (COMPANY)

By: _____

Name:

Title:

By: _____

Name:

Title: