



**BOYS & GIRLS CLUBS  
OF THE CUMBERLAND PLATEAU**

**EQUIPMENT RENTAL AGREEMENT (LEASE)**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and

between \_\_\_\_\_

here after called Lessee, and Boys & Girls Club, hereafter called the Leaser, Lessee and Leaser, for the consideration hereafter named, agree as follows: Under the General Conditions of Lease attached to this sheet, Leaser hereby leases to Lessee all equipment named and identified in the following "List of Equipment," for use at such location and at such rental rate for approximately such time as therein stated. Leaser shall furnish such equipment in operative condition.

Description of Equipment	Equipment to be Used at or Near	Approximate Rental Period Dates	Security Deposit Required	Rental Rate Per Article (\$)
# _____ Chairs		3 day rental maximum	\$200	\$20 Fee per 20 Chairs
# _____ Tables		3 day rental maximum	\$300	\$50 Fee per 10 Tables

Leaser and Lessee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained, IN WITNESS WHEREOF, they have executed this Agreement the day and year first above written: Boys & Girls Club, Leaser

By: \_\_\_\_\_, Lessee By: \_\_\_\_\_

**GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT (LEASE)**

The conditions of lease, here below stated, together with the Agreement set forth in the following shall constitute a contract between the parties therein named which contract is hereafter referred to as "this Agreement".

- 1) RENTAL PERIOD.** The Rental period shall cover all time consumed in transporting the equipment, including the date of legal delivery or pick up to a public carrier for transit to Lessee and upon return of the equipment, the date of legal delivery by such carrier to Leaser, or if no public carrier is used, shall include the date upon which transit to Lessee begins and the date upon which transit from Lessee ends at Leaser's unloading point. **Rental shall be no more than 3 days.**
- 2) RENTAL CHARGES.** Lessee shall pay rental for the entire Rental Period on each article of equipment named in the List of Equipment, at the rate therein stipulated and in accordance with following:

- a. A rental charge of \$20 per 20 Chairs/\$50 per 10 Tables and a \$200/\$300 refundable deposit will be assessed at the time the equipment is rented. The deposit will be returned to the Lessee when equipment is returned in satisfactory condition and verified by an employee of the Boys & Girls Club.
- 3) **PAYMENT.** Rental Payment as well as the security deposit is due at the signing of this agreement. If equipment is returned in an unsatisfactory condition, then a charge will be levied at the following rate: Tables - \$325 per table/ Chairs - \$60 per chair. Lessee shall pay Leaser immediately at the time of returning the equipment or interest at twelve percent (12%) or the highest lawful rate, whichever is greater, or any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including actual attorneys' fees.
- 4) **SECURITY DEPOSIT.** A security deposit of \$200/\$300 will be paid by Lessee to Leaser to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of this Agreement. In addition to the security deposit, all lost, stolen, broken, or misused equipment shall be replaced at the replacement costs set forth in this Agreement.
- 5) **MAINTENANCE AND OPERATION.** Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually rough usage; and Lessee shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to Leaser, ordinary wear and tear resulting from proper use thereof alone expected. Tables and chairs are at no time to be used outside and left to the elements such as weathering, rain, snow, and any other uncontrollable climate conditions.
- 6) **DISCLAIMER OF WARRANTIES.** LEASER, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY SPECIAL METHODS. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO LEASER, LESSEE LEASES THE EQUIPMENT "AS IS". LEASER SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING IN DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.
- 7) **INDEMNITY.** Lessee shall indemnify Leaser against, and hold Leaser harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys fees, arising out of, connected with, or resulting from the equipment of the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify Leaser, and hold Leaser harmless from all loss and damage to the equipment during rental period. Lessee recognizes and agrees that included in this indemnity clause, but death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.
- 8) **RISK OF LOSS.** Leaser shall not be responsible for loss or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly

employed by Lessee while said material property, or equipment is in Leaser's care, custody, and control or under Leaser's physical control. Lessee is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Lessee and its insurers waive all rights of subrogation against Leaser for such losses.

- 9) **INSPECTION: CONCLUSIVE PRESUMPTIONS.** Lessee shall inspect the equipment within three (3) business days after receipt thereof. Unless Lessee within said period of time gives written notice to Leaser, specifying any defect in or other proper objection to the equipment. Lessee agrees that it shall be conclusively presumed, as between Leaser and Lessee, that Lessee has fully inspected and acknowledged that the equipment is in full compliance with the terms of this agreement, in good condition and repair, and that Lessee is satisfied with and has accepted the equipment in such good condition and repair.
- 10) **OWNERSHIP.** Leaser shall at all times retain ownership and title of the equipment.
- 11) **NO SUBLETTING ASSIGNMENT.** No equipment shall be sublet by Lessee, nor shall he assign or transfer any interest in this Agreement without written consent of Leaser. Leaser may assign this Agreement without notice. Subject to the foregoing, this Agreement insures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.
- 12) **EXPENSES.** Lessee shall pay Leaser all costs and expenses, including attorneys' fees, incurred by Leaser in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.
- 13) **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between Leaser and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

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Signature of Lessee

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Signature of BGC Representative

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Date

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To be signed by BGC Representative  
after all equipment is returned and  
checked for damages