



CITY OF VAN METER EQUIPMENT CHECKOUT AGREEMENT

Borrower: _____ Phone Number: _____

Address: _____

City: _____ Zip Code: _____ Email: _____

Check Out Date: _____ Expected Return Date: _____

Item(s) to be checked out: _____

Equipment Transported by: ___ Borrower ___ City of VM **To:** _____
(Location equipment transported to)

Equipment Returned by: ___ Borrower ___ City of VM **To:** _____
(Location equipment returned to)

By signing below, Borrower hereby agrees to use equipment in a safe and careful manner. Borrower agrees to pay the cost of repairing the equipment if damage to the equipment and/or its parts occurs due to an external cause or due to any negligence or any factor under the control of the Borrower. Borrower agrees to replace any equipment not returned to the City of Van Meter (the "City"). Borrower acknowledges and agrees that the City is providing the equipment only.

Borrower is responsible for operating and cleaning the equipment to return it to the condition it was before Borrower took custody of the equipment. Borrower will transport the equipment by use of an appropriately sized vehicle. It is the responsibility of the Borrower to transport the equipment and to return the equipment to the location designated by the City unless other arrangements are made in this agreement. Borrower agrees to return the equipment in clean and usable condition.

Borrower releases the City from any and all liability arising from the use and/or transportation of the equipment. The City shall not be liable for any personal injury or property damage occurring as a result of the use or transport of the equipment or any other loss or damage including but not limited to those resulting from (1) loss caused by theft, (2) accidental damage to persons or property from the operation or use of the equipment, (3) or any other damage or injury resulting from the conduct of the Borrower whether negligent or otherwise.

In the event injury or damage is not insured against, Borrower shall pay for injury or damages at the sole expense of the Borrower. Further, Borrower agrees to indemnify and hold harmless the City from and all claims arising by virtue of the use of the equipment pursuant to this agreement. In the event the City incurs any legal fees or other costs enforcing the terms of this agreement, Borrower shall be responsible for all such fees and costs.

Borrower (Print Name)

City Staff (Print Name)

Signature

Date

Signature

Date