



Equipment Use Agreement

This agreement by and between

Equipment Owner;

Equipment Owner's name _____

Equipment Owner's complete address _____

And Equipment User

User's Name _____

User's Complete Address _____

will take effect on the day of date _____ and will continue for a period of

Length of Use _____

Physical Location of Equipment _____

WHEREAS, Equipment Owner owns certain personal property described as

Description of Equipment-Base King LLC's ES-2-Go Adhesive Application Machine

and which is normally used for *Purpose of use* _____

and

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 so long as a minimum of **\$4,000.00** of adhesive, for use with equipment, is purchased. If the User has an existing account with the Equipment owner the User must purchase at minimum of **\$2,000.00** of adhesive, to be used with Equipment, and expected to pay another **\$2,000.00** within their defined payment terms. (Outright purchase of Equipment can be arranged with Equipment owner.)

There are no limitations for termination of agreement by either party.

In the event of termination, by either party, the Equipment must be returned to the Owner within 14 days (shipping will be paid for by Owner of Equipment and must be shipped in provided shipping crate).

2. User agrees to continue purchasing adhesive from the owner of the Equipment, for use with above described Equipment. Minimum adhesive purchases are at the Equipment Owners discretion.

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 shall maintain the equipment in good repair and operating condition, allowing for reasonable wear and tear.





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5. User agrees to hold harmless, indemnify and defend equipment owner (including equipment owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, property damage, or financial damage, which may result from any person using the equipment while the equipment is in the care of user, regardless of whether such injury or damage results from the negligence of the equipment owner (including equipment owner's agents, employees and representatives) or otherwise.
6. User agrees to neither modify nor remove operating parts on Equipment without consulting the owner of the Equipment.
7. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party. In the event that Equipment Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Equipment Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the Equipment, even if Equipment Owner has been advised of the possibility of such damages.
8. User has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.
9. User agrees not to assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Equipment Owner.
10. Equipment Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Equipment Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
11. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this day of *date* _____

Equipment Owner

Signer's Name _____

User

Signer's Name _____