

Shared User Agreement

The shared user agreement below is a guide to the type of agreement which would be recommended between two parties who wish to share an item or service. In all cases the agreement should be edited to reflect correct information and agreements made between the two parties.

When amended and completed with your own particulars and signed by both parties it will form an agreement between the parties. This agreement is a **suggestion** by Federated Conservationists of Westchester County, Inc. (FCWC); should this agreement be used, FCWC is not a party to the agreement nor is it an insurer of other aspects of performance for the shared item. Transfer of the item or service must be between the two parties, FCWC is not obligated store or deliver the items during the loan.

The PARTIES

This agreement is made by and between _____
Equipment Owner's name *Equipment Owner's Organization*
("Equipment Owner"), and _____ ("User"), will take
User's name *User's Organization*
effect on the ____ of _____ and will continue for a period of _____.
Day *Month* *Year* *Time period*

WHEREAS, Equipment Owner owns certain personal property described as

_____ ("Equipment"), and which is normally used for
Description of Equipment
_____, and WHEREAS Equipment Owner has agreed to allow User to use
Purpose of use
the Equipment provided that the following terms and conditions are met.

The AGREEMENT

- 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
Describe times and days of usage *Date*
\$ _____ a day as a late fee, unless waived by Equipment Owner. _____ is
Amount *Equipment Owner contact person*
the contact person for Equipment Owner and _____ is the contact person for
Name of User's contact person
User to coordinate the details of usage.

- 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 shall maintain the equipment in good repair and operating condition, allowing for reasonable wear and tear.
- 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) Equipment Owner, 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 laws, rules, specifications, or contracts which provide for specific apparatus or special methods. User accepts the equipment "AS IS."
- 7) User agrees that if the equipment fails to perform after acceptance by User it will be the responsibility of User to repair and correct the problem. User further agrees that Equipment Owner will not be responsible for any failure of equipment for any reason.
- 8) 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.
- 9) User has inspected the Equipment and acknowledges that the Equipment is in good and acceptable condition.
- 10) 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.
- 11) 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.

- 12) This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Signed,

Equipment OWNER

_____ (Name Printed) _____ (Date)
_____ (Signature)

Contact Information

Phone Number: _____
Email Address: _____
Full Address: _____

Equipment USER

_____ (Name Printed) _____ (Date)
_____ (Signature)

Contact Information

Phone Number: _____
Email Address: _____
Full Address: _____