

# WAUKEGAN PARK DISTRICT

## Equipment Rental Agreement

This agreement is made and entered into by and between the Waukegan Park District (hereafter, the "Lender") and individual renting the equipment, identified in Section 1 below, (hereafter, the "Renter") for the use of the below identified equipment.

### Section 1: Details

Pick up date: \_\_\_/\_\_\_/\_\_\_ Date to be returned: \_\_\_/\_\_\_/\_\_\_ Quantity: \_\_\_\_\_

Name/Organization ("Renter"): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

	Deposit	Rental Fee	Value
Picnic Set	\$50.00	\$10.00	\$190.00

### Section 2: Terms and Conditions

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, it is hereby agreed and understood as follows:

1. Renter shall inspect any and all rented equipment each time it is obtained to be fully aware as to the condition of the equipment, and that the equipment is in good condition and repair.

**Any defects to equipment identified in Section 1 should be noted here:**

\_\_\_\_\_

2. Renter accepts the equipment in "AS IS CONDITION AND WITH ALL FAULTS". It is expressly understood and agreed that Lender has made no representations, express or implied, as to the condition of the equipment or its suitability for use by Renter, including its employees, agents, and authorized users. Renter is solely responsible for determining whether the equipment requested is suitable, safe, and appropriate for any intended use and understands that Lender makes no such representation.
3. Renter further understands and agrees that unless otherwise agreed to, in writing, Lender is **not** providing any supervision, instruction, training or direction in the use of said equipment . Renter is solely responsible for the proper handling, transportation, storage, training, instruction, use, and supervision associated with any rented equipment.
4. Renter shall pay Lender's costs to repair any damage to rented equipment, beyond ordinary wear or tear, as determined by Lender.
5. Renter shall pay Lender's cost to replace any rented equipment that cannot be repaired, as determined by Lender, or that is not returned. Dollar value of equipment stated in Section 1.
6. Renter shall use and operate the rented equipment in accordance with any and all applicable manufacturer's guidelines, federal, state and municipal laws, ordinances, rules and regulations,

and shall only permit properly trained and qualified persons to operate and/or use the rented equipment. All such persons shall be and shall conclusively be deemed to be the agents or employees of Renter only.

7. Unless approved by Lender, Renter shall not sublease or loan any rented equipment to any third party.
8. Equipment must be returned on return date noted in Section 1. Renter shall have 5 business days in which to return, without incurring late fees. After 5 business days, Renter will forfeit the full \$50 deposit noted in section 1. After 14 days Renter will be charged the replacement cost as stated in paragraph 5.
9. **INDEMNIFICATION:** To the fullest extent permitted by law, Renter shall protect, indemnify, save, defend and hold harmless Lender, including its officers, officials, agents, volunteers and employees (collectively "Lender"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney and paralegal fees, court costs and expert expenses), which Lender may become obligated by reason of any accident, injury or death of persons, or loss of or damage to property arising indirectly or directly in connection with or under, or as a result of this agreement, whether or not covered by insurance, regardless of whether or not it is caused in part by a party indemnified hereunder.
10. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
11. This Agreement may only be modified by written mutual consent.
12. This Agreement shall be interpreted, enforced, and construed in accordance with the laws of the State of Illinois. Venue for any litigation hereunder shall be in Lake County, Illinois; and should diversity jurisdiction apply, in the United States District Court for the Northern District of Illinois Eastern Division. By signing this agreement, Company expressly consents to personal jurisdiction in the State of Illinois. This paragraph will survive termination of this Agreement.
13. The picnic set includes one cooler, one football, one basketball, one volleyball, one kickball, one soccer ball, one gaga ball, one disc golf frisbee, one ring toss set, and four orange cones.
14. Equipment must be picked up and dropped off at the Park Maintenance Facility, 2211 Ernie Krueger Cr, Waukegan, IL 60087 anytime between 7:00 am – 3:30 pm. You may pick up your equipment on the date listed on Section 1. Equipment is rented on a weekend basis and must be returned by 3:30 pm on the returned date listed in Section 1.

The below parties accept the terms and conditions of this Agreement.

Behalf of Lender  
Waukegan Park District

Behalf of Renter

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_