

**Marlton Assembly of God
Equipment Use Agreement
Terms & Conditions**

Please read through the Terms and Conditions on these pages. Please sign and date.

Equipment use Agreement (hereinafter Agreement) made by and between Marlton Assembly of God (MAG) and _____ (hereinafter borrower) for use of MAG equipment, specifically _____ (hereinafter equipment; attach list if needed), upon the terms and conditions hereinafter set out. The equipment will be borrowed starting _____ and will be returned on _____.

1. Borrower shall hold harmless and indemnify MAG for any claims, no matter what the nature of the claims, made against MAG resulting from the use of the equipment by Borrower, guests, attendances, invitees and/or resulting from the use of the equipment by Borrower's employees and/or agents and/or anyone acting on its behalf.
2. Borrower agrees to be fully and solely responsible for any damage to or destruction of the equipment and any affiliated organizations and their officers, directors, members, employees, agents, and representatives from any liability, claims, damage, loss, or expense (including attorney's fees, court costs, and consequential damages) relating in any way to the use of the equipment. caused by the Borrower or any of its agents, guests, or invitees including the Contracting Party's agents such as musicians, and others who are working for or with the Borrower. The Borrower is responsible for maintaining the equipment in good, clean condition as that in which it was immediately prior to the Borrower's use. The Borrower further agrees to pay any and all costs of replacement or repair of damage to the equipment caused by itself or its agents, guests, or invitees, or occurring during its or its agents, guests, or invitees use of the equipment pursuant to this contract, except for damage caused by MAG or its Employees.
3. MAG and any affiliated organizations and their officers, directors, members, employees, agents, and representatives shall not be liable for any losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, acts or omissions, fires, weather conditions, power failures, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority and all city, state, federal and affiliates enforcements, orders and regulations, laws that would make it impossible or illegal to provide the equipment to you.
4. Borrowed equipment cannot be utilized for financial gain. Equipment may solely be used for private and personal activities.

Sincerely,
Marlton Assembly of God

I acknowledge that I have read the policies. I understand and accept the conditions stated. A copy of this agreement must be given to Human Resources for the borrower's file (or if congregant, for the approver's employee file)

Borrower

X Signature: _____ Print Name: _____

MAG Departmental Approval

X Signature: _____ Print Name: _____

Date: _____