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UMaine Student Government: Equipment Rental Agreement, Indemnification

University of Maine Student Governement

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UMSG, Inc. Equipment Rental Agreement, Indemnification

In consideration for receiving equipment or equipment funding approved by the University of Maine Student Government Senate or UMSG Inc. executive officers, hereinafter referred to collectively as “UMSG, Inc.”,

_____ of _____
Print Name **Address**

hereinafter referred to as “Recipient” hereby agrees to enter into a binding contract by and between Recipient and UMSG, Inc., and agrees to the following terms and conditions:

1) This contract shall commence at the moment of the receiving equipment or funds to purchase equipment by Recipient. Payment or equipment transfer shall be subject to approval by the governing bodies of UMSG, Inc. in accordance with the UMSG Inc. financial policies.

2) Conduct Prohibited: In addition to the other terms in this agreement, Recipient agrees to follow the following rules while using or possessing UMSG purchased equipment, a failure to follow these rules may be considered a material violation of this agreement, and may, at the sole discretion of UMSG, Inc., trigger the consequences outlined in Section 4 of this agreement.

- A. UMSG purchased equipment must be used in the manner it was intended. Under no circumstances should this equipment be used in a dangerous, unsafe, or reckless manner.
- B. UMSG equipment remains the property of UMSG, unless it is a mask, t-shirt, or other similar personal use item that is specifically given to the individual for personal use.
- C. Equipment must be returned as indicated in part 7 below to UMSG or to club storage at the timeframe designated. Failure to promptly return equipment may be considered a breach of this agreement, and subject to a denial of future funding or legal action.
- D. Any loss, theft, damage, or destruction of UMSG purchased equipment must be reported to the Financial Affairs office of UMSG as soon as practical. They can be contacted via 207-581-1775, or at Room 156 of the Memorial Union.
- E. Unless the equipment is approved by UMSG and UMaine for use at events with the general public, use shall be limited to U-Maine undergraduate students for campus events, and to active club members for standard club use.
- F. Any injury sustained while using equipment must be reported as soon as practical (after seeking medical attention) via the following e-mail address: tellumsg@gmail.com

*Please
initial
next to
each
letter.*

3) Compliance with Laws and Regulations: In performing under this Agreement, the Recipient shall comply with all applicable Federal, State and local laws, regulations and ordinances and all University of Maine and UMSG policies. The Recipient shall secure University of Maine and UMSG permission for any event use of UMSG purchased equipment. **Any portion of the funds dispersed that were not able to be used in accordance with the application to UMSG Inc., shall be returned to UMSG, Inc.**

4) Breach of Contract or Non-Performance: In the event Recipient fails to fulfill the material terms of this agreement, fails to use the funds for the purposes presented to and approved by

