

EQUIPMENT LOAN AND USE AGREEMENT

This Equipment Loan and Use Agreement (“Agreement”) is made this ____day of _____, 2022, by and between the City of Tarpon Springs, Florida (the “City”), and _____ (“Borrower”). The City and Borrower may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

1. **Equipment.** Subject to the terms and conditions of this Agreement, the City will loan the following (the “Equipment”) to Borrower:

2. **Term.** This Agreement begins on _____ and ends on _____ (the “Term”), unless the Agreement is either sooner terminated or extended by mutual agreement of both parties in writing.

3. **Permitted Use.** The Equipment shall be used for the sole purpose of _____. Borrower shall not, without City’s prior written consent, permit anyone other than its employees to use the Equipment. At the end of the Term, Borrower shall return the Equipment in its original condition, ordinary wear and tear excepted.

4. **Personal Property.** During the loan period described above, title to the Equipment remains with City, and the Equipment will retain its status as personal property regardless of how it is used.

5. **Responsibility for Loss or Damage.** Borrower is responsible for any loss or damage to the Equipment from the time Borrower takes possession of it until it is returned to the possession of the City.

6. **Maintenance.** Borrower shall furnish, without expense to the City, all reasonable repair and maintenance required to keep the Equipment in satisfactory operating order while in Borrower’s possession.

7. **Assignment.** Borrower agrees not to sell, assign, loan, pledge or otherwise encumber or suffer a lien upon or against any interest in this Agreement or the Equipment.

8. **Insurance.** Borrower agrees to have all-risk insurance coverage against loss or damage of the Equipment up to its fair market value of \$ _____ at all times during its possession of the Equipment.

9. **Indemnification.** Borrower accepts all risk to itself and agrees to indemnify and hold harmless the City, its officers, agents, and employees, against any and all claims for damages or injuries to any third parties that may result or arise out of the possession or use

of the Equipment. **Nothing contained in this Agreement will be considered a waiver of the City's or Borrower's rights under Florida Statute § 768.28 and sovereign immunity.**

10. **No Warranty.** Borrower accepts the Equipment in its present condition. City makes no warranty of any kind including that the Equipment is suitable for the use for which it is designed.

11. **Termination.** Either Party may terminate this Agreement by giving ____ days' written notice to the other Party. City may terminate this Agreement immediately in the event Borrower fails to comply with any of the terms and conditions of this Agreement.

12. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions, or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.

13. **No Waiver.** The waiver by the City of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of the City to insist upon Borrower's performance in strict accordance with the terms of this Agreement.

14. **Severability.** In the event any portion of this Agreement shall be determined to be invalid or unenforceable, such provisions shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

15. **Notices.** Any notices or other communications required to be given or which may be given under this Agreement must be in writing hand delivered, by first-class mail, overnight mail service, or facsimile addressed to the parties as follows:

For City

For Borrower:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

BORROWER

BY: _____
ITS: _____

WITNESSES:

Print Name: _____

Print Name: _____

CITY OF TARPON SPRINGS
a municipal corporation

BY: _____
ITS: _____