**AGREEMENT TO BORROW EQUIPMENT**

**RELEASE OF LIABILITY**

1. BORROWER

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Address)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (City, State, Zip)

is borrowing the following equipment (the “Equipment”) from Suwannee Missionary Baptist Association, Inc.

 Ministry Trailer

2. The rental period for the Equipment is:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. Borrower understands that there is no charge for the rental of the Equipment. Borrower recognizes and agrees that said equipment is being provided solely for Borrower’s use and Borrower shall not permit any other individual, partnership, corporation, or other entity to use said equipment.

4. Borrower understands that it his/her/its responsibility to pick up the Equipment, and to return it to the same location at the end of the rental period unless otherwise agreed by both parties. Borrower agrees to return the Equipment to Suwannee Missionary Baptist Association, Inc. in the same condition that it was in on the day it was rented, normal wear and tear excepted. In the event that the Equipment is lost, damaged or destroyed during the rental period, Borrower agrees to replace the Equipment at his/her/its own expense. In addition, if the Equipment is damaged during the rental period, Borrower agrees to have the Equipment repaired or replaced. If Borrower does not repair or replace the Equipment within 30 days after the rental period, Suwannee Missionary Baptist Association, Inc. is authorized to repair or purchase replacement equipment and Borrower shall reimburse Suwannee Missionary Baptist Association, Inc. the reasonable cost of the same.

5. Borrower understands that Suwannee Missionary Baptist Association, Inc. makes no warranty that the Equipment is merchantable or fit for use for any particular purpose or persons, and that Borrower is solely responsible for the selection of the Equipment.

**6. BORROWER HEREBY RELEASES FROM LIABILITY AND AGREES TO INDEMNIFY AND HOLD HARMLESS SUWANNEE MISSIONARY BAPTIST ASSOCIATION, INC. AND ANY OF ITS DIRECTORS, EMPLOYEES, AGENTS OR VOLUNTEERS REPRESENTING OR RELATED TO SUWANNEE MISSIONARY BAPTIST ASSOCIATION, INC. FOR ANY LIABILITY IN CONNECTION WITH THE USE OR POSSESSION OF THE EQUIPMENT. THIS RELEASE INCLUDES BUT IS NOT LIMITED TO ANY AND ALL LIABILITY FOR PERSONAL INJURIES (INCLUDING DEATH) AND PROPERTY LOSSES OR DAMAGE OCCASIONED BY, OR IN CONNECTION WITH THE POSSESSION OR USE OF THE EQUIPMENT.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date