

COMMENT/CAUTION

Lending equipment is not generally advisable because the Agency cannot be fully protected from losses arising from its use by others. The borrower's representative or individual cannot release the legal rights of person(s) injured using borrowed (Agency's) equipment.

## Equipment Use Agreement

Wheaton Park District

This agreement is made and entered into November 13, 2020 by and between the Wheaton Park District (hereafter, the "Lender") and Woodridge Park District (hereafter, the "Borrower") for the use of the below identified equipment.

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

1. Date(s) of use: 11/13/2020 thru 04/01/2021  
Date to be returned: 04/01/2021
2. Type of Equipment: Portable Recreation Volleyball Standards      Quantity: 2 Standards
3. Fee (if applicable): \$N/A
4. Location(s) equipment will be used (if applicable): Athletic Recreation Center (ARC), 8201 Janes Ave., Woodridge, IL 60517
5. Borrower shall inspect any and all borrowed 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.
6. Borrower 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 Borrower, including its employees, agents, and authorized users. Borrower 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.
7. Borrower 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. Borrower is solely responsible for the proper handling, transportation, storage, training, instruction, use, and supervision associated with any borrowed equipment.
8. Borrower shall pay Lender's reasonable costs to repair any damage to borrowed equipment, beyond ordinary wear or tear.
9. Borrower shall use and operate the borrowed 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 borrowed equipment. All such persons shall be and shall conclusively be deemed to be the agents or employees of Borrower only.

**If lending a motor vehicle, substitute the below language for Provision 9**

**USE OF MOTOR VEHICLES:** Borrower shall use and operate the vehicle(s) in accordance with all applicable federal, state and municipal laws, ordinances, rules and regulations. Borrower party shall only permit properly licensed and trained drivers to operate and drive any borrowed vehicle, and all such drivers shall be and shall conclusively be deemed to be the agents or employees of Borrower's only. Borrower shall not sublease, let for hire or loan any vehicle to any third party under any circumstances.

**MAINTENANCE OF MOTOR VEHICLES:** Lender shall check all fluids and add as needed. Lender shall maintain the vehicle in accordance with the manufacturer's specifications.

**VEHICLE TITLE AND REGISTRATION:** Title and ownership in and to any vehicle shall at all times remain vested in the Lender, and Borrower shall not do or perform any act prejudicial thereto. Borrower shall not pledge, sell, assign, rehire, sublease, abandon, give up possession, damage or destroy any vehicle.

All vehicles shall be registered in the name of Lender under the applicable laws pertaining to motor vehicles in the jurisdiction in which the vehicle is regularly operated. Notwithstanding such registration, it is agreed that Lender shall not be liable or responsible for; (a) any infraction of or noncompliance with any federal, state or municipal statutes, laws, ordinances, rules or regulations whatsoever relating to the operation, use or possession of any vehicle borrowed during the term of this Agreement; or (b) loss or damage to persons or property caused or contributed to the operation and use of any borrowed vehicle; and in addition to the below indemnification obligations, Borrower shall indemnify and save harmless Lender from any loss, claims, expenses or damages whatsoever which Lender may sustain as a result of any of the foregoing acts.

10. Unless approved by Lender, Borrower shall not sublease or loan any borrowed equipment to any third party.

11. **INSURANCE:** Borrower shall at its own expense maintain during the term of this Agreement the following insurance:

- (a) General liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Lender shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect

to any other insurance or self-insurance afforded to Lender. Any insurance or self-insurance maintained by Lender shall be excess of Borrower's insurance and shall not contribute with it.

- (b) Property insurance for full replacement cost of the borrowed equipment with Lender named as Loss Payee.
- (c) Workers' Compensation and Employers Liability: Workers' compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.

If Lender has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Borrower waives all rights against Lender and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Borrower's use of the equipment.

- (d) If applicable, Business Automobile Liability insurance insuring any non-owned borrowed vehicle against third party liability and against loss or damage to the vehicle by reason of fire, theft, collision or other casualty, in an amount not less than \$3,000,000 per bodily injury or property damage to others, and in an amount of actual cash value to the vehicle with respect to total loss or damage to the vehicle. Lender shall be named as the loss payee with respect to the proceeds of insurance policies relating to loss or damage to the borrowed vehicle themselves.
- (e) The above general liability and business auto liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Lender. Any insurance or self-insurance maintained by Lender shall be excess of Borrower's insurance and shall not contribute with it.
- (f) Borrower shall furnish certificates of the insurance and/or coverage in place as required herein and including a 90 day notice of cancellation or reduction in limits.

- 12. **INDEMNIFICATION:** To the fullest extent permitted by law, Borrower 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.
- 13. 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.
- 14. This Agreement may only be modified by written mutual consent.

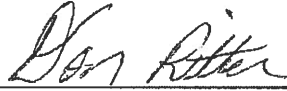
The below parties accept the terms and conditions of this Agreement.

Signed

A stylized, handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Michael Benard, Executive Director  
Duly Authorized to Sign  
on Behalf of Lender,  
Wheaton Park District

Signed

A handwritten signature in black ink that reads "Don Ritter" in a cursive style.

Don Ritter, Deputy Director  
Duly Authorized to Sign  
on Behalf of Borrower,  
Woodridge Park District