



Equipment Rental Contract

1. The primary use of technical equipment owned by the Macintosh Appreciation Group of Island County (MAGIC) is to support the activities of MAGIC; therefore, MAGIC reserves the right to decline requests for rental of equipment when it is be needed for use by MAGIC.

2. This equipment rental contract is between:

Name _____

Address _____

Email address _____ Phone # _____

and MAGIC

3. For the rental of the following items:

i. _____

ii. _____

iii. _____

iv. _____

4. Special instructions are supplied at the time of delivery. Renter agrees to follow them explicitly.

5. Rental will begin on _____ and the equipment will be returned on or before _____.

6. The cost of the rental of equipment will total \$_____.

7. Full payment is required before or at equipment pick up. Payments may be made with cash, check, or through the MAGIC donation webpage at <http://www.whidbey.com/magicmug/data/donate.html>

8. All equipment shall be returned in the same condition as when obtained from MAGIC, ordinary wear and tear excepted.

9. All persons who operate the equipment must be at least 21 years old and be properly qualified to operate the equipment. Use of the equipment by a non-authorized operator will be at renter's sole risk.

10. The renter is responsible for loss, damage, theft or destruction of equipment, including but not limited to acts of God, whether or not due to the fault of the renter, losses while in transit, while loading and unloading, while at any and all locations, while in storage and while in possession of the renter. The renter is responsible for the loss of use and shall fully compensate MAGIC for the loss of use of the equipment during the time that it is being repaired or replaced, as applicable.
11. The renter also agrees to use and maintain the equipment in accordance with the operator's manual accompanying the equipment (in the event such manual is provided) and any and all instructions communicated by MAGIC to the renter. The renter shall not make any modification, alternation or addition to the equipment without prior written consent by MAGIC. The renter will keep the equipment in good operating condition, repair and appearance, and return the equipment to MAGIC in as good a condition as when received. The renter is solely responsible for all repairs to the equipment, other than ordinary wear and tear. The renter will furnish all labor, parts, mechanisms and devices required to repair the equipment, at its sole expense, unless otherwise agreed in writing by the parties. All repair parts will be original equipment manufacturer. Unless otherwise agreed in writing, the renter is responsible to MAGIC for the replacement cost value or repair cost of the equipment (if the equipment can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, the renter shall file a police report. Loss of use shall be calculated at the rental rate provided for in this agreement.
12. Renter agrees that equipment will be used by the renter only at the address designated on this Rental Contract for the stated period of time solely for the purpose for which equipment was manufactured and intended. Rented property is not to be removed from the State of Washington without the written consent of MAGIC.
13. Renter agrees to immediately discontinue the use of equipment should it at any time become unsafe or in a state of disrepair, and will immediately notify MAGIC.
14. In the event that the renter desires to extend this Rental Contract beyond the due date originally agreed upon and as written on this Rental Contract, the renter agrees to notify MAGIC at magicmug@whidbey.net before the date set for return to obtain MAGIC's approval and terms of extension.
15. Renter agrees to indemnify and hold MAGIC harmless from any liability whatsoever resulting from the use, maintenance and/or delivery of equipment

during the duration of this Rental Contract. Renter and MAGIC expressly understand that such indemnification shall extend to all claims, personal, commercial or otherwise by any person or persons, and that the same shall be operative without the necessity of MAGIC first defending any such claim. MAGIC does not warrant that the equipment is suited for the renter's intended use. MAGIC has no control over where the equipment is used, and hereby disclaims any OSHA requirements.

I do hereby acknowledge receipt from MAGIC the equipment and/or articles identified on this Rental Contract. It is understood and agreed that the equipment listed on this Rental Contract is leased to me, the Lessee, by MAGIC. It is further understood that said property was personally inspected and examined by me and found to be in good working condition and repair and that I fully understand its proper use.

Renter signature

MAGIC officer signature

Address of renter/use location: _____

City: _____

State and zip: _____

Phone: _____

e-mail: _____

Date: _____