

**THBA USAGE AGREEMENT FOR BLOCK PARTY TRAILER & EQUIPMENT**

The Block Party Trailer may not be reserved more than six (6) months in advance of use. Date: \_\_\_\_\_ This agreement is entered into on the above stated date between: (name of church) \_\_\_\_\_ Whose address is:

\_\_\_\_\_

Represented by \_\_\_\_\_, (hereinaer referred to collecCvely as "User") duly authorized and the Thousand Hills BapCst AssociaCon, Inc. (hereinaer referred to as THBA), who agree to the following terms and condiCons: 1. The property subject to this lease agreement is described as one Block Party Trailer which is equipped with a generator, extension cords, games, large inflatables, drink coolers, snow-cone machine, and other equipment and furnishings to be used for a block party as is more parCcularly described in the inventory of the Block Party Trailer subject to this agreement and furnished to User.

2. The Block Party Trailer and its inventory contents (hereinaer referred to collecCvely as "Trailer") shall be picked up by User at THBA Office, **THOUSAND HILLS BAPTIST ASSOCIATION, 1701 Jamison Street Kirksville, MO 63502**. Specific pick up Cmes should be arranged for pick up and drop off and they are generally expected to be between the hours of 9 a.m. and 4:00 p.m. on the date of \_\_\_\_\_ . Alternate pick up and drop off Cmes may be arranged if needed.

3. The Trailer shall be returned by User to the same locaCon stated in paragraph number 2 above on the date of \_\_\_\_\_ . The maximum Cme covered under this agreement is three (3) days. Any usage beyond that Cme will incur addiConal rental fees. Further, extended usage must be negoCated with one of the Directors of Missions and Ministries of the Thousand Hills BapCst AssociaCon. 3. User has had a reasonable opportunity to inspect the Trailer including its inventory contents and appurtenant structures and is saCsfied that they are in a good working order and in a safe condiCon without excepCon. User further has determined that all of the contents listed in the trailer inventory were present and are accepted by User.

4. User and its representaCve execuCng this agreement further warrant that the representaCve is skilled in using, aiaching and transporCng the trailer, sewing up and using its contents and that there are no impediments which would render the hauling and/or using of said trailer and its contents unsafe to any third persons, guests, the representaCve and User or its agents or employees.

5. User shall furnish proof to THBA of adequate liability and automobile insurance covering the use of the trailer on the roads and while at use before, during and a aer the block party.

6. As part of the consideraCon for the lease herein, User shall hold THBA and its agents, employees or representaCves harmless from any and all liability for any and all claims by any third party, User and/or its representaCves, employees, agents and/or guests and defend THBA in any lawsuit or claim filed against THBA by such persons for acCviCes arising out of the hauling or use of the trailer and/or its contents whether THBA its agents, employees or representaCves are strictly liable or at fault in causing or contribuCng to the damages claimed or not.

7. The price for the rental for the period agreed to above shall be \$50.00 due and payable at the Cme the applicaCon for scheduling the trailer is approved.

8. A deposit of \$50.00 is also due and payable at the same Cme the rental charge is due but shall be refunded to User upon the Cmely return of the block party highlights form and the trailer and its contents in the same condiCon and with no missing inventory items as User originally received from THBA. Any items of damage suffered by THBA and/or missing inventory items beyond the value of the deposit shall be reimbursed by User to THBA immediately. Thus done and signed on the date stated above in Kirksville, MO,

User \_\_\_\_\_ THBA DOM \_\_\_\_\_ (date) \_\_\_\_\_

(print name) \_\_\_\_\_ (phone number) \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_