

# 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 \_\_\_\_\_, (hereinafter referred to collectively as "User") duly authorized and the Thousand Hills Baptist Association, Inc. (hereinafter referred to as THBA), who agree to the following terms and conditions:

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 particularly 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 (hereinafter referred to collectively as "Trailer") shall be picked up by User at THBA Office, **THOUSAND HILLS BAPTIST ASSOCIATION, 1701 Jamison Street Kirksville, MO 63502**. Specific pick up times 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 times may be arranged if needed.

3. The Trailer shall be returned by User to the same location stated in paragraph number 2 above on the date of \_\_\_\_\_. The maximum time covered under this agreement is three (3) days. Any usage beyond that time will incur additional rental fees. Further, extended usage must be negotiated with one of the Directors of Missions and Ministries of the Thousand Hills Baptist Association. 3. User has had a reasonable opportunity to inspect the Trailer including its inventory contents and appurtenant structures and is satisfied that they are in a good working order and in a safe condition without exception. 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 representative executing this agreement further warrant that the representative is skilled in using, attaching and transporting the trailer, setting 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 representative 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 after the block party.

6. As part of the consideration for the lease herein, User shall hold THBA and its agents, employees or representatives harmless from any and all liability for any and all claims by any third party, User and/or its representatives, employees, agents and/or guests and defend THBA in any lawsuit or claim filed against THBA by such persons for activities arising out of the hauling or use of the trailer and/or its contents whether THBA its agents, employees or representatives are strictly liable or at fault in causing or contributing 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 time the application for scheduling the trailer is approved.

8. A deposit of \$50.00 is also due and payable at the same time the rental charge is due but shall be refunded to User upon the timely return of the block party highlights form and the trailer and its contents in the same condition 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 \_\_\_\_\_

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