

# WET MOUNTAIN VALLEY ROTARY CLUB TENT/TABLE USE AGREEMENT

This agreement, dated \_\_\_\_\_, 2010, by and between the Wet Mountain Valley Rotary Club, ("Rotary") and,

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Responsible Party if an Organization)

\_\_\_\_\_ (Address)

\_\_\_\_\_

\_\_\_\_\_ (Telephone Number),

hereinafter referred to ("Borrower"), shall set out the terms and conditions whereby Rotary loans Tents and/or Tables owned by Rotary to Borrower.

I. Borrower shall borrow the following items:

\_\_\_\_\_ Tents (number borrowed)

\_\_\_\_\_ Tables (number borrowed)

Commencing on \_\_\_\_\_, 2010 and returned on \_\_\_\_\_, 2010

II. Rotary and Borrower agree as follows:

1. Rotary and Borrower agree that valid consideration has been exchanged between the parties. Rotary shall not charge a lending (rental) fee, however, may charge a setup fee agreed between the parties, if applicable.
2. Borrower shall take possession of the Tents and/or Tables from the trailer owned by Rotary. Unless prior agreements to the contrary are made, Rotary shall not deliver or setup the Tents and/or Tables for Borrower.
3. Borrower shall inspect each Tent and/or Table prior to use and shall note any damage to any item. Rotary shall not guarantee any item loaned to Borrower as to fitness of purpose.
4. Borrower shall return the borrowed items to the same space in the Rotary Trailer as acquired, and shall lock the trailer and gate upon vacating the Rotary lot.
5. All items loaned by Borrower shall be returned in clean reusable condition. A fee of one hundred dollars (\$100.00) will be assessed to Borrower if the returned

items need to be cleaned upon return. Borrower agrees to pay such fee within five days of receipt of invoice for cleaning.

6. Borrower shall be responsible for any and all damage or loss to any item loaned from Rotary while in the possession of Borrower. Borrower shall pay for the total cost of repairs or the full new replacement value (at Rotary's sole discretion) of any item damaged or lost while in Borrower's possession.
7. Borrower shall assume any and all personal liability of any kind or nature while the Tents and/or Tables are in the possession of Borrower. Such liability shall include, but not be limited to, injury or death to Borrower or Borrower's employees, volunteers, guests, customers or invitees or damage caused to a third party. Rotary shall assume no responsibility of any kind or nature for any injuries or deaths, regardless of the nature of the injury or death, and regardless of the cause of the injury or death, while the Tents and/or Tables are in the possession of Borrower. Borrower agrees to indemnify and hold Rotary harmless for any injury, death, loss or damage caused by any property owned by Rotary while in possession of Borrower.
8. Borrower shall not maintain possession of the Tents and/or Tables beyond the due date without express permission from Rotary, since other arrangements for the use of the Tents and/or Tables may have been made.
9. Person signing for Borrower affirms that that person has authority to bind the Borrower to this agreement.

III. Rotary is a philanthropic, non-profit organization that provides numerous services to the Wet Mountain community. As such, donations in exchange for use of the Rotary Tents and or Tables are greatly appreciated.

Agreed to:

Wet Mountain Valley Rotary:

Borrower:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name