Club or Student Organization:	

UMSG, Inc. Equipment Rental Agreement, Indemnification

In consideration for receiving equipment or equipment funding approved by the University of Maine Student Government Senate or UMSG Inc. executive officers, hereinafter referred to collectively as "UMSG, Inc.",

	of	
Print Name	Address	

hereinafter referred to as "Recipient" hereby agrees to enter into a binding contract by and between Recipient and UMSG, Inc., and agrees to the following terms and conditions:

- 1) This contract shall commence at the moment of the receiving equipment or funds to purchase equipment by Recipient. Payment or equipment transfer shall be subject to approval by the governing bodies of UMSG, Inc. in accordance with the UMSG Inc. financial policies.
- 2) <u>Conduct Prohibited</u>: In addition to the other terms in this agreement, Recipient agrees to follow the following rules while using or possessing UMSG purchased equipment, a failure to follow these rules may be considered a material violation of this agreement, and may, at the sole discretion of UMSG, Inc., trigger the consequences outlined in Section 4 of this agreement.
 - A. UMSG purchased equipment must be used in the manner it was intended. Under no circumstances should this equipment be used in a dangerous, unsafe, or reckless manner.
 - B. UMSG equipment remains the property of UMSG, unless it is a mask, t-shirt, or other similar personal use item that is specifically given to the individual for personal use.
 - C. Equipment must be returned as indicated in part 7 below to UMSG or to club storage at the timeframe designated. Failure to promptly return equipment may be considered a breach of this agreement, and subject to a denial of future funding or legal action.
 - D. Any loss, theft, damage, or destruction of UMSG purchased equipment must be reported to the Financial Affairs office of UMSG as soon as practical. They can be contacted via 207-581-1775, or at Room 156 of the Memorial Union.
 - E. Unless the equipment is approved by UMSG and UMaine for use at events with the general public, use shall be limited to U-Maine undergraduate students for campus events, and to active club members for standard club use.
 - F. Any injury sustained while using equipment must be reported as soon as practical (after seeking medical attention) via the following e-mail address: tellumsg@gmail.com
- 3) <u>Compliance with Laws and Regulations</u>: In performing under this Agreement, the Recipient shall comply with all applicable Federal, State and local laws, regulations and ordinances and all University of Maine and UMSG policies. The Recipient shall secure University of Maine and UMSG permission for any event use of UMSG purchased equipment. <u>Any portion of the funds dispersed that were not able to be used in accordance with the application to UMSG Inc.</u>, shall be returned to UMSG, Inc.
- 4) <u>Breach of Contract or Non-Performance</u>: In the event Recipient fails to fulfill the material terms of this agreement, fails to use the funds for the purposes presented to and approved by

Please
initial
next to
each
letter.

UMSG, Inc. in the funding proposal made by Recipient or Recipient's student group, or does not abide by the rules and restrictions placed on student activities by the University of Maine, the Recipient shall be liable for all monies paid to student by UMSG, Inc., or the replacement value of the equipment used, in addition to payment of all costs incurred by UMSG, Inc. due to breach of contract by the Recipient, including court costs and reasonable attorney's fees in bringing an action under this agreement. If the Recipient used UMSG purchased equipment in an unsafe manner that caused injury to the Recipient or a third party, Recipient hereby agrees to indemnify and hold harmless UMSG, Inc., and all of their employees, officers, agents, and volunteers for losses associated with said use. UMSG, Inc. shall be entitled to all available legal remedies for such breach, including damages for loss of reputation, and punitive damages where permitted by law.

- 5) Relationship of Parties: It is mutually agreed and acknowledged by the parties that Recipient is fully independent of UMSG, Inc., not a partner, agent or joint venture of UMSG, Inc. and neither party shall hold itself out contrary to these terms, nor shall either party be bound by any representation, act or omission whatsoever of the other. This Contract and any herein referenced UMSG, Inc. governing documents constitute the entire understanding of the parties. Recipient understands that UMSG Inc. is a corporate entity distinct from the University of Maine.
- 6) <u>Severability/Governing Law/Waiver</u>: In the event that any provisions of this Contract are determined by a court of competent jurisdiction to be invalid, void, unenforceable or illegal, the remaining provisions of this Contract shall continue to be in full force and effect. This Contract shall be governed and interpreted according to the laws of the State of Maine. The parties agree that any legal proceeding regarding this Contract shall be brought in a District or Superior Court of Penobscot County, Maine. The failure of either party to exercise any of its rights under this Contract for a breach thereof shall not be deemed to be a waiver of such rights by that party.

7	Return	Instructions	Condition.
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Please return by: □ end o □ specific d	f event □ end of cu late:	rrent semester 🗆 e	nd of school year			
To the following location: □ regular club storage □ University of Maine facilities □ Other						
Noted defects at time of p	oickup:					
IN WITNESS WHEREOF their duly authorized repre	<u> </u>	_	eement by and through			
University of Maine Stude	nt Government, Inc.		Recipient			
VPFA or Designee	Date	Name		Date		