**AN AGREEMENT RELATING TO**

**THE USE OF EQUPMENT OWNED**

**BY WASHINGTON STATE UNIVERSITY**

THIS AGREEMENT (the “Agreement”) is made by and between WASHINGTON STATE WSU, an institution of higher education and an agency of the state of Washington (hereinafter referred to as "WSU"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Renter").

NOW, THEREFORE, the parties agree as follows:

1. Equipment/Term: WSU, in consideration of the satisfactory performance of the terms and conditions of this Agreement, hereby grants to Renter the right to use
 (hereinafter referred to as the “Equipment"), during the following dates/times:

 From a.m./p.m. on , 200 to am/pm on , 200 .

2. Rights and Responsibilities of Renter: Renter shall have the following rights, privileges and responsibilities:

 Use of the Equipment during the dates/times agreed upon above, including pick-up from and return to WSU; and

 Payment of the fees and expenses set forth in section 4 below.

3. Rights and Responsibilities of WSU: WSU shall have the following rights, privileges and responsibilities:

 Ensure the Equipment is available at the dates/times agreed upon above; and

 Provide trained WSU personnel to instruct Renter regarding proper use of the Equipment prior to Renter’s use.

4. Direct Expenses: Renter shall reimburse WSU for all WSU's direct expenses incidental to Renter’s use of the Equipment. Such direct expenses shall include:

 a. Equipment use = $ /day; and

 b. Repair of Equipment if damaged due to Renter’s misuse.

4. Care of Equipment: Renter shall take the necessary steps to assure that Renter, its employees, agents, representatives, guests and invitees shall not injure, mar, or in any way deface the Equipment, nor cause or permit anything to be done whereby said Equipment shall be in any manner injured, marred or defaced.

5. Indemnification/Hold Harmless: Renter shall indemnify and hold WSU harmless of and from any and all loss, damage or injury to any person or persons, or property, arising from or connected with the Equipment or Renter’s use thereof. Renter further agrees to waive all claims against WSU on account of any loss, damage, or injury from whatever cause which may occur to Renter or its employees, agents, representatives, guests and invitees in the use said Equipment, the giving of this waiver being part of the consideration upon which this Agreement is based. Renter further agrees to indemnify WSU for any damage done to the Equipment during Renter’s use of the same.

6. Insurance: Renter agrees to obtain and/or maintain at its own cost and expense public or commercial liability insurance in the sum of not less than $1,000,000 for each occurrence and not less than $2,000,000 combined limit; Renter shall further name WSU as an additional insured on such policy, and at the time of the execution of this Agreement, shall furnish WSU with a copy of said policy or a certificate that such insurance has been issued.

7. Signatures: The individuals signing below represent that they have been given authority to bind their respective parties, and by their signature below, agree that the parties will comply with the terms and conditions of this Agreement.

**WASHINGTON STATE UNIVERSITY**

 **“WSU” “RENTER”**

Recommended:

By:: By:

Name: Name:

Title: Title:

Date: Date:

Approved:

By:

Name: Richard A. Heath

Title: Senior Associate Vice President

 Business Affairs

Date: