

EQUIPMENT USE AGREEMENT and WAIVER OF LIABILITY

This Equipment Use Agreement (hereinafter referred to as “Agreement”) is made and effective this ____ day of _____, 200_, by and between Kissimmee Utility Authority (hereinafter referred to as “KUA”) and User:

Name of Organization: _____

Now, therefore in consideration of mutual covenants and promises set forth, the parties hereto agree as follows:

1. KUA has a 2002 trailer-mounted stainless steel commercial cooker (EU-210) (hereinafter referred to as “Cooker”) and agrees to allow the undersigned party the free use of said equipment after the party has been instructed by KUA on the proper method of using said Cooker.
2. The User agrees for the free use of said Cooker, to indemnify and to hold harmless KUA, its Officers, Agents, Employees, and Servants from all responsibility, liability, and costs including attorney’s fees for any injury, damage, expense or loss to any person or property caused by or arising from the use of this Cooker.
3. Prior to any use of the Cooker, User agrees to procure premises liability insurance sufficient to cover any and all damages that may arise from use of said cooker; or, in the alternative, certifies by its signature below that it already has insurance sufficient to cover such damage.
4. In the event a claim would be made by any third party, the undersigned individually, and/or as agent of any organization as herein named, agrees to fully cooperate with KUA, its insurance carriers of any other person or organization designed by KUA to investigate such claims, and to provide such information as shall reasonably be necessary and/or required.

Witnessed therefore by the signature of User and signature of Agent for KUA.

For Kissimmee Utility Authority

Name of Organization

Date

Date