



Safety Manual - Forms

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Equipment User Agreement

General Information

Project Name:	Date:
Address:	Project Number:
Project Location:	Superintendent:
Company/Borrower:	Project Manager:

Agreement

Borrower is desirous of using certain equipment of McGough's, and WHEREAS, McGough is willing to accommodate Borrower provided Borrower assumes all liability arising from its use as described herein, NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

McGough agrees to provide Borrower with the use of the following equipment ("Equipment"):

Line Item	Equipment Number	Description

Borrower agrees to the following:

- That all Equipment provided to Borrower is in working order.
- That it has had the opportunity to inspect the Equipment and has made its own independent evaluation that the Equipment is in suitable condition for Borrower's intended use;
- That it is familiar with the Equipment and how to use it safely and in accordance with all applicable safety practices, codes, rules, regulations, statutes, and laws;
- That prior to the return of Equipment, all Equipment shall be cleaned by Borrower.
- To pay for any damage to the Equipment occurring while in Borrower's care, custody, and control;
- To waive all claims for the loss or damage to Borrower's property, and/or the Project Owner's property, if applicable, (including loss of use) arising out of the use of the Equipment
- To assume the entire responsibility and liability for all damages or injury to all persons and property arising from or connected with Borrower's use of specified equipment, including any use by Borrower's separate contractors, agents, employees or delegates. Borrower shall not be responsible for the acts and/or omissions of any other party that is not a contractor, agent, employee, or delegate of Borrower and the results thereof. Borrower's liability is governed by Minnesota Statutes Chapter 466 and other applicable law.
- To the fullest extent allowable by law, to defend, indemnify, and hold McGough harmless from all such demands, losses, claims (including any third-party claims), damages (including loss of use), and causes of action, including any legal fees and costs to the extent arising out of Borrower's use of the Equipment.

Signature

I, the undersigned, acknowledge the risk and dangers involved in using the following McGough equipment:

Borrower:	Signature :	Title: Fire Chief	Date:
Borrower:	Signature :	Title: Director, Office of Financial Services	Date:

Approved as to Form:

Borrower:

Signature:

Title: Assistant City Attorney

Date: