

**CITY OF BANGOR PUBLIC WORKS DEPARTMENT
EQUIPMENT USE AGREEMENT
CONTACT INFORMATION**

First Name: _____ Last Name: _____

Address: _____, Bangor, ME 04401

Telephone: _____ E-mail: _____

The Public Works Tool Loan program is only available to residents of Bangor, ME who are 18 years old, or older. User must provide a recent tax bill or current vehicle registration as proof of residency.

Responsibility of pole pruner ("Equipment") use lies with the individual identified above (User) for the intended purposes outlined in the tool use instructions. User agrees not to allow the use of Equipment for illegal purposes or for operating User's own or another's personal or commercial business. User agrees that the Equipment will not be subjected to unnecessarily rough usage, that it will be used in accordance with its design, and that its use will conform to all applicable laws, ordinance, policies, and regulations.

LOSS OR DAMAGE

In the event the Equipment is not returned, or returned inoperable due to unnecessarily rough usage of Equipment, User shall pay the City of Bangor (the "City") the full current replacement cost of the Equipment. The User, by signing this Agreement, consents that if loaned Equipment is not returned to the City, or if the Equipment is returned inoperable due to gross misuse of Equipment, the User will be charged the cost of replacing the Equipment.

RESPONSIBILITIES OF USER

User making application for use of City of Bangor Equipment acknowledges that while using City Equipment, User will take proper care of all Equipment that they are entrusted with. User further understands that User must timely return all Equipment and that the Equipment must be returned in proper working order. User also acknowledges that if Equipment is to become inoperable either mechanically or if the Equipment poses a safety hazard, the User will return the Equipment back to the City for repair. The User may not repair, tamper, or replace components of the Equipment without written consent by the City.

PERIOD OF USE

EQUIPMENT IS LOANED FROM THE PUBLIC WORKS DEPARTMENT FOR A PERIOD OF ONE (1) WEEK. IF EQUIPMENT IS NOT RETURNED BY THE END OF THE LOAN PERIOD, THE USER WILL BE CHARGED ONE DOLLAR PER DAY UNTIL THE EQUIPMENT IS RETURNED. IF THE EQUIPMENT REMAINS UNRETURNED FOR THIRTY (30) DAYS, THE EQUIPMENT WILL BE CONSIDERED STOLEN AND THE USER WILL BE CHARGED THE COST TO REPLACE THE STOLEN EQUIPMENT. FAILURE TO RETURN BORROWED EQUIPMENT WITHIN THE ESTABLISHED TIME FRAME IS CONSIDERED A CLASS D CRIME OF THEFT.

INDEMNIFICATION

User will see that the Equipment is not misused or abused, that there is proper adult supervision at all times, and that all other terms of this use agreement are adhered to and followed. User acknowledges that User has been warned and cautioned that the Equipment may be unsafe. It is further understood that in consideration of the Equipment being made available to User, User agrees to, for themselves, their successors, heirs and assigns, fully and completely release and hold harmless the City, its officers, servants, agents and employees from any and all claims, suits, demands, orders, judgements as shall arise out of or by reason of action taken or not taken by the City under this agreement, including, but not limited to, damages and costs, for which the City may be found liable as well as reasonable attorney's fees and costs necessary to defend the interests of the City. User understands and acknowledges that Equipment use is at User's sole risk and exposure, and User voluntarily assumes any and all risks of loss, damage, or injury, including personal injury, known or unknown, potentially arising out of any use of the Equipment. It is further agreed that this indemnification and hold harmless agreement will apply even if injuries or other damages are caused in whole or in part by acts of negligence by agents, officers or employees of the City of Bangor.

Furthermore, User hereby agrees to indemnify, defend and hold harmless the City from and against all claims and actions, and all expenses incidental to such claims or actions, based upon or arising out of damage to property or injuries to User or other persons or other tortious acts which User causes or to which User contributes in the course of use the Equipment described herein. The indemnification provided herein shall extend to and include any and all costs incurred by the City to answer, investigate, defend and settle all such claims, including but not limited to the City's costs for attorney's fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered against the City in regard to claims made or asserted in relation to the User's use of Equipment.

Signed: _____

Printed Name: _____