

MEADOWGLEN TOWNHOMES EQUIPMENT USE AGREEMENT

MeadowGlen Homeowners Association owns certain equipment that it has agreed to make available for the use by the Owners of Unit at MeadowGlen on the follow agreed terms and conditions.

1. **EQUIPMENT.** The Owner agrees to use the following Equipment in accordance with the terms and conditions of this Agreement.

Check one:

Pressure Washer Ladder Yard Cart

Other (please describe): _____

2. **NO WARRANTIES BY ASSOCIATION.** The Association makes no warranty, express or implied, as to any matter whatsoever relating to the Equipment, including the condition of the Equipment, its fitness for any particular purpose, its compliance with any applicable governmental requirements or regulations, and, accordingly Owner agrees to accept and use the Equipment in its "as is" condition.
3. **LOSS OR DAMAGE.** Owner assumes the entire risk of loss to the Equipment through its use, operation or otherwise, and Owner hereby indemnifies and hold harmless the Association from and against all claims, costs, damages and expenses relating to or resulting from any loss, damage or destruction of the Equipment. Upon any loss, damage or destruction of the Equipment, at the Association's option, Owner shall either (a) repair such item, returning it to good operating condition, unless damaged beyond repair, (b) replace the damaged Equipment with identical equipment, acceptable to The Association, in good condition and of equitant value, which shall become the property of The Association.
4. **NO CLAIM AGAINST ASSOCIATION.** If the Equipment is not properly assembled, does not operate as expected or is unsatisfactory for any reason, Owner shall make no claim on account thereof against the Association. Owner hereby waives any such claims as against the Association, including the deficiency or inadequacy of the Equipment for any reason, any deficiency or defect in the Equipment, the use or performance of the Equipment or any loss, damage or injury resulting from the Equipment and its use.
5. **INDEMNITY.** Owner will protect, indemnify and save harmless, the Association, its agents, affiliates, employees, successors and assigns from and against all liabilities (including negligence, tort and strictly liability), claims, damages, losses, costs and expenses, including attorneys' fees, imposed upon or incurred by or asserted against The Association by Owner or any third party by reason of the occurrence or existence (or alleged occurrence or existence) of any act or event relating to or caused by the Equipment (regardless of where, how and by whom the Equipment is operated), including, but not limited to, consequential or special damages of any kind, or failure on part of Owner to perform or comply with any of this Agreement. In the event that any action, suit or proceeding is brought against The Association, will at Owner's expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated and approved by The Association. The indemnities and obligations provided herein shall continue in full force and effect notwithstanding the return of the Equipment by Owner to the Association.

6. **SURRENDER OF EQUIPMENT.** Owner will surrender the Equipment to The Association in as good order and condition as originally received, with reasonable wear and tear excepted.
7. **ALTERATIONS; ATTACHMENTS.** No alterations or attachments shall be made to the Equipment without the Association's prior written consent.
8. **RULES AND REGULATIONS.** This Agreement and the use of the Equipment shall also be subject to any Rules and Regulations adopted by the Board of Directors of the Association.

Owner (sign): _____ Unit # _____

Date: _____

Administrator (sign): _____

Date: _____