

**CITY OF MACEDONIA EQUIPMENT RENTAL APPLICATION & AGREEMENT
(TOOLS, TABLES, CHAIRS)**

RESIDENT NAME _____ DRIVER'S LICENSE NO. _____

ADDRESS _____

TELEPHONE NO. _____ CELL _____

E-MAIL _____

EQUIPMENT REQUESTED: TABLES (#) _____ CHAIRS (#) _____

TOOLS _____

(Tool description, Mfg. Name, Serial No.)

REQUESTED RENTAL DATE(S) _____

Please complete this Application & Agreement and return it, in person and with your driver's license so that a copy can be made, between the hours of 7:30 a.m. and 3:30 p.m., Mondays through Fridays (**Pick-ups and drop-offs are not accepted Tuesdays, Wednesdays, or Thursdays**), to Macedonia City Hall, 9691 Valley View Road, Macedonia, Ohio 44056, along with your nonrefundable ~~\$10.00~~ rental fee as well as a \$100.00 damage deposit. The damage deposit will be applied toward repair or replacement of any damage caused during use of the equipment. The Applicant is responsible for any amounts necessary to repair damage or restore the equipment to its original condition, including but not limited to any amounts not covered by the damage deposit. Checks must be made payable to the "City of Macedonia" and no out-of-state checks will be accepted. Once approved, a copy of this Application and a receipt will be mailed or otherwise provided to the Applicant. After the equipment is returned, the damage deposit shall be returned/shred as long as the equipment is returned in satisfactory condition.

The Applicant assumes full responsibility and liability for any and all damage to persons or property, either private or public, which occurs during or results from the rental period. Failure to abide by the Equipment Rental Rules and Regulations (attached hereto) will result in forfeiture of your deposit fee and revocation of all future privileges. Rental of City equipment is subject to the rules and regulations of the City.

I have read and hereby acknowledge receipt of the Equipment Rental Rules and Regulations, which are hereby incorporated into this Agreement. I agree to abide by all such regulations and understand what constitutes forfeiture of my deposit. I hereby agree to release, indemnify, forever discharge, and hold the City, together with its public officials, employees, agents, representatives and insurers, harmless from any and all liability, claims, demands, causes of action (whether personal to me or a third party) in connection with loss of life, personal injury, or damage to property arising from or out of the use of the equipment.

I HAVE READ THE ABOVE CONDITIONS AND I AM FULLY AWARE AND UNDERSTAND THE TERMS OF THIS AGREEMENT:

Applicant Signature _____ Date _____

I WAS ADVISED HOW TO OPERATE EQUIPMENT _____ (INITIAL HERE)

Rental Fee \$ 25	\$10.00	Check/Cash	Receipt#
Damage Deposit	\$100.00	Check	Receipt#

Equipment Rental Rules and Regulations

1. General. The City of Macedonia provides limited equipment rental as a service to City residents ONLY as set forth in the Application & Agreement and these Rules and Regulations. Equipment can be rented, picked up, and returned on Monday or Friday between the hours of 7:30 a.m. and 3:30 p.m. Equipment cannot be rented, picked up or returned on any other days or times. Renter must be prepared to load/unload the rented equipment without assistance, as City personnel may not be available to provide assistance. The maximum rental period is three (3) days.

2. Rental Fee & Damage Deposit. The rental rate is a nonrefundable fee of ~~\$10.00~~ ^{\$25}. A \$100.00 damage deposit is also required for table/chair rental. A \$100 damage deposit is required for EACH GAS POWER TOOL. Upon return of the equipment, the City shall inspect the equipment and the damage deposit will be refunded/shred if all equipment is returned in its original condition. Should all equipment not be returned in its original condition, the damage deposit will be applied to restore or replace the equipment. Any remaining amount of the damage deposit shall be returned to Renter. However, in the event the damage deposit is not sufficient to cover the cost of repair or replacement, the City shall charge any such additional cost of repair or replacement to the Renter.

In addition to any legal recourse the City may have, if all equipment is not returned by the return date designated in the application, Renter shall forfeit \$10.00 of the damage deposit each day after the designated return date until the equipment is returned. If the equipment is not returned and the damage deposit has been depleted, Renter shall be charged the cost to replace the equipment.

3. Use of Equipment. The City of Macedonia is not responsible for any damage to persons or property which occurs during the rental period, including but not limited to any damage to vehicle(s) used to transport the equipment. Renter assumes full responsibility and liability for any and all damage to persons or property during the rental period as further set forth in the Application and Agreement. Renter shall properly use the equipment for its intended purpose consistent with manufacturer recommendations, shall take appropriate care in using the equipment, and shall supervise use of the equipment as appropriate. The equipment shall not be used outside of the jurisdictional limit of the City of Macedonia, and shall not be used for a commercial purpose. Renter shall immediately make the equipment available for inspection by the City at the premises of the renter upon request.

4. Return of Equipment. Renter is responsible for returning the equipment in a clean condition. All equipment will be inspected at the time of return to the Service Department. All tools (e.g. roto-tillers, edgers, lawn mowers, weed whips, pressure washers, leaf blowers, hedgers) will be started at the time of return to ensure functionality. In the event equipment is broken or damaged, Renter shall not attempt repair, but shall immediately contact the City to return the equipment for inspection.

5. No Assignment. Renter shall not assign, license or otherwise convey its rights or obligations under the Agreement and these Rules and Regulations to any third party.

6. Indemnity. Renter shall release, indemnify, defend and hold harmless the City of Macedonia, its officials, employees, agents, contractors, representatives, and insurers from all claims, damages, losses, costs and expenses which they or any individual may suffer or incur as a result of the equipment rental.

7. Termination & Cancellation. If the equipment is destroyed or damaged and, in the City's opinion, rendered unusable, or if the equipment otherwise becomes unavailable prior to Renter's requested rental period, then the rental shall terminate, and Renter hereby waives any claim for damages or compensation as a result of such termination. In this event, the rental fee and damage deposit will be returned to the Applicant. If Renter fails to pay any sum due to the City of Macedonia, or fails to comply with any part of these Rules and Regulations and any other City regulation, the City shall be entitled to terminate the rental without notice and immediately take possession of the rented equipment.