



## CITY PROPERTY USE APPLICATION

**(THIS AGREEMENT MUST BE SIGNED BY THE APPLICANT AND A CITY REPRESENTATIVE)**

DESCRIPTION OF PROPERTY: \_\_\_\_\_

QUANTITY: \_\_\_\_\_

INTENDED USE: \_\_\_\_\_

LOCATION WHERE PROPERTY WILL BE USED: \_\_\_\_\_

CONDITION (DESCRIBE ANY DEFECTS) \_\_\_\_\_

TERM OF USE: \_\_\_\_\_ [PICKUP] \_\_\_\_\_ [RETURN BY]

ADDITIONAL NOTES: \_\_\_\_\_

**APPLICANT:** \_\_\_\_\_ [NAME OF ORGANIZATION]

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### TERMS AND CONDITIONS

- I. APPLICANT shall keep and maintain the borrowed property at their own cost and expense during the term of use.
- II. APPLICANT shall keep borrowed city property in a good state of repair, normal wear and tear excepted.
- III. **COST OF REPLACEMENT:** APPLICANT shall fully reimburse the CITY for the cost of replacement of borrowed property that is not returned to the city because it is lost or stolen.
- IV. **COST OF REPAIR:** APPLICANT shall fully reimburse the CITY for the cost of repairing rented property that is damaged during the rental term.
  - a. If damaged, APPLICANT shall be responsible for the cost of repairing borrowed property to the condition it was in at the time of pickup, normal wear and tear excepted.
- V. The CITY'S invoice for replacement or repair is conclusive as to the amount APPLICANT shall pay for the repair or replacement of borrowed property.



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- VI. RENTER shall not remove the equipment from the APPLICANT'S address or location described above without the express approval of the City Administrator or Head of Public Works.
- VII. APPLICANT ACKNOWLEDGES THAT ALL RENTED CITY PROPERTY IS ACCEPTED "AS IS."
- VIII. **NO WARRANTIES:** NO WARRANTIES OR REPRESENTATIONS ARE MADE BY THE CITY, EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OF BORROWED PROPERTY.
- IX. **INDEMNITY:** APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FOR ANY AND ALL LOSS ARISING FROM THE USE OF BORROWED PROPERTY.

My signature on this document acknowledges that I have read and agree to abide by the City's Terms and Conditions. I acknowledge that our organization accepts full responsibility for the proper care, maintenance and accountability of the items listed. I further understand that our organization will be required to pay for any items lost, stolen or damaged. I am an authorized representative of my organization and can financially obligate the organization for any loss.

RENTER: \_\_\_\_\_ Date: \_\_\_\_\_

[Signature of Individual or Representative]

CITY OF VICTOR: \_\_\_\_\_ Date: \_\_\_\_\_

[Signature of Authorized City Representative]