

Equipment Agreement

[_____] (“Client,” or “we”) collaborates with charitable and other tax-exempt organizations, such as _____ (“Lessee,” or “you”), in making food available to people in need in [_____]. To that end, Client is making equipment available to you in order to increase your food distribution capacity, and you have agreed to use the equipment, on the terms set out in this Equipment Agreement (“Agreement”).

1. BASIC AGREEMENT

1.1 Agreement. We lease to you all of the equipment listed on Schedule A (the “Equipment”).

1.2 Term. You have the right to use the Equipment for ___ months, starting [_____] and ending [_____], unless this Lease ends earlier as provided in Section 4 of this Lease.

1.3 Rent. You will pay us \$_____ each month as rent for the Equipment (“Rent”). Your payments are due by the [___] day of the month for the current month. You will pay us in cash or by check mailed or delivered to the address set out in the signature page of this Agreement.

1.4 Location. You will keep the Equipment at [_____] (“Facility”). You may not move the Equipment to a different location without first obtaining Client’s written approval.

1.5 No Warranties. You acknowledge that you have had the opportunity to inspect and examine the Equipment and accept the Equipment “as is.” We make no warranties, express or implied, as to any matter whatsoever concerning the Equipment, including with respect to condition, functionality, safety, quality, or fitness for a particular purpose.

1.6 Return of Equipment. At the end of this Lease, you will return the Equipment to a location specified by us, in good repair and in a condition equivalent to the state the Equipment was received, excepting normal wear and tear resulting from proper use of the Equipment.

1.7 Ownership; Liens. You agree and understand that this Lease is not intended to give you any ownership, option to buy or security interest in the Equipment. You will not sell, agree to sell, try to sell or transfer the Equipment to a third party, or grant or try to grant a lien on the Equipment. You will not represent to any third party that you have ownership, a security interest or the ability to grant a lien on the Equipment.

1.8 Security Deposit. If requested by Client, you will pay us \$_____ as a security deposit to secure performance of your duties under this Lease. If you breach this Lease, we may apply all or any part of your security deposit to any amount we pay by reason of your default and to any damages to which we are entitled under this Lease. If you have not defaulted under this Lease, we will return your security deposit to you when this Lease terminates.

2. EQUIPMENT USE

2.1 Use. You will use the Equipment in a careful and proper manner in compliance with any guidelines and warranty requirements, if any, provided to you by Client.

2.2 No Alterations. You will not make any alterations, additions, or improvements to the Equipment without first obtaining the written consent of Client. These improvements will become part of the Equipment and will be the property of Client.

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2.3 Inspection. Client may inspect the Equipment during normal business hours.

2.4 Maintenance. You will be solely responsible for any maintenance or other related services to the Equipment. You will exercise due care in the use and maintenance of the Equipment by keeping it in good repair and in a condition equivalent to the state in which it was received, excepting normal wear and tear resulting from proper use. You are responsible for arranging and paying for all utilities, supplies, and other costs necessary to properly maintain and operate the Equipment.

2.5 Repair. You will be solely responsible for all repairs or other services to the Equipment. You will have the right to obtain any applicable warranty service available for the Equipment. You will maintain accurate and complete records of any repairs or services to the Equipment, and will provide them to Client upon request. If the cost of repairing the Equipment to its original delivered condition would exceed the cost of replacement, you will reimburse Client for the depreciated value of the Equipment as determined by Client.

2.6 Risk of Loss, Theft, and Damage. You will assume the entire risk of loss, theft, and damage to the Equipment once installed. If loss, theft, or damage to the Equipment occurs, you will notify Client within 24 hours of discovery and reimburse Client for the depreciated value of the Equipment as determined by Client. Client has no obligation to repair or replace the Equipment.

3. TAXES, INSURANCE AND INDEMNIFICATION

3.1 Taxes or Other Fees. You will have sole responsibility for all tax and fees required by any federal, state, or local tax authority arising from your possession and use of the Equipment.

3.2 Insurance. You, at your sole expense, will maintain insurance of types and amounts appropriate to the nature and scope of the use of the Equipment. You will provide to us upon request a certificate of insurance confirming this coverage and naming us as an additional insured.

3.3 Indemnification. You will indemnify and hold Client, and its directors, officers, employees, agents, and assigns (together, "Client Parties"), harmless against all claims, liabilities, losses, damages, and expenses, including, without limitation, claims arising from death or personal injury and attorneys' fees, which may arise directly or indirectly from (i) any use or operation of the Equipment, (ii) any breach by you of this Lease, (iii) any other act or omission by you, or (iv) any claims by employees, clients, creditors, or other persons in a relationship with you (together, "Lessee Parties"). You will have no obligation to indemnify us to the extent the liability is caused by Client's gross negligence or willful misconduct. This Section 3.3 will survive any termination of this Lease.

3.4 Waiver and Release of Claims. You release and waive all claims against Client and any and all Client Parties for any liability, loss, damages, or claims resulting from death or injury to you or any Lessee Party, or damage to the Facility or other property of you or any Lessee Party, caused by or resulting directly or indirectly from the installation, operation, use, or removal of the Equipment, regardless of cause and even if caused by the negligence, active or passive, of a Client Party. You will not sue any Client Party on the basis of these waived and released claims. You understand that the releases and waivers in this document extend to claims that you do not know of or do not expect to exist at the time you agree to the Lease, and you waive the protections of Section 1542 of the California Civil Code.

4. TERMINATION

4.1 Termination. You or we may terminate this Lease at any time by giving written notice to the other on or before the 15th of the month. If such notice is given, the Lease will terminate as of the end of that month, and you must return to us the Equipment on or before the end of that month. Client may terminate this Lease if within its sole discretion, it reasonably believes or determines that you have breached this Lease; such a termination will be effective on the 5th day after we give you written notice of the breach, and you must return the Equipment to us on or before that 5th day.

4.2 Effect of Termination. Upon a termination under Section 4.1, Client may, with notice, enter your location and take immediate possession of and remove the Equipment at your expense, without liability to Client for damages resulting from such entry or removal except for damages resulting from Client’s gross negligence or willful misconduct.

5. GENERAL PROVISIONS

5.1 Entire Agreement; Modification and Severability. This Lease is the entire agreement between you and us and supersedes prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between you and us relating to the same subject matter. This Lease may be modified only as stated in a writing signed by both you and us. If any provision in this Lease is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

5.2 Assignment; Waiver. You may not assign your rights or delegate your duties under this Lease to anyone else without the prior written consent of Client. Any waiver under this Lease must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Lease will not be considered a waiver of any later breach or of the right to enforce any provision of this Lease.

Signed by Lessee and Client on the dates stated below:

PARTNER:

CLIENT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Description of Equipment