

# **EQUIPMENT RENTAL AGREEMENT**

**THIS EQUIPMENT RENTAL AGREEMENT** (the “**Agreement**”) is entered into on      , 20   by and between Regents of the University of Minnesota, through Extension Services (the “**University**”), whose address for purposes of this Agreement is      , and       (the “**Owner**”), whose address for purposes of this Agreement is      . University will lease the equipment described in section 1 of this Agreement from Owner according to the terms and conditions set forth herein.

**1. Description of Equipment**. The Owner will lease the following equipment to the University (the “**Equipment**”):      .

**2.** **Rental Payment**. As rent for the Equipment, the University will pay the Owner: $     , plus any sales or use tax if applicable.

The rental payment will be paid: (*Check one of the two boxes*)

upon the signing of this Agreement, or

in periodic installments, payable on the following dates:

**3. Term**. The term of this Agreement will commence on      , 20  , and end on      , 20  .

**4.** **Use and Care of the Equipment**. The University will exercise due care in its operation, use and maintenance of the Equipment. The University will not use the Equipment in any manner that would be in breach of applicable laws, rules, regulations and other governmental directives or would violate the terms of a manufacturer’s warranty or operational standards for use of the Equipment.

**5. Return of the Equipment**. The University will return the Equipment to the Owner in good working order. The University hereby acknowledges and agrees that it will be responsible for damage or loss of the Equipment resulting from its use during the term of this Agreement, reasonable wear and tear excepted.

**6.** **Indemnification**. The University will defend, indemnify, and hold harmless the Owner from all damage, loss or injury arising out University’s use of the Equipment, except to the extent such loss, injury or damage is the result of the willful or negligent act or omission of Owner, its directors, agents, employees, or representatives. In no event will University be responsible for lost profits or special, indirect or consequential damages of any kind. University’s liability is governed by the limitations and the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

**7.** **General Provisions**.

7.01 Amendment. This Agreement may not be amended except in a writing signed by University and Owner.

7.02 Assignment. This Agreement may not be assigned by either party. Any assignment attempted to be made in violation of this Agreement will be void.

7.03 Entire Agreement. This Agreement represents the entire understanding of the parties with respect to the rental of the Equipment and replaces all other agreements and understandings of the parties related to rental of the Equipment.

7.04 Force Majeure. Neither University nor Owner will be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the parties’ duty to perform obligations will be suspended.

7.05 Governing Law; Forum. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

7.06 Independent Contractor. It is expressly understood that University and Owner are independent contractors and not the agent, partner, or employee of the other. Neither party shall have the authority to enter into any contract or agreement to bind the other and shall not represent to anyone that it has such authority**.**

**IN WITNESS WHEREOF**, the parties have entered into the Agreement as of the date first above written.

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| **Regents of the University of Minnesota**  By:  Name:  Title:  Date: | **Owner:**  By:  Name:  Title:  Date: |