

Lawn Equipment Loan Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on _____ (date) by and between _____ (Branch Name, hereinafter referred to as "Company"), _____ (street address) _____ (city), _____ (state), _____ (zip code) and _____ (Customer Lawn Care Company name) (hereinafter referred to as "Customer"). Company and Customer are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Company is making available for Customer's use certain of Company's lawn care equipment more particularly described below (the "Equipment") for the following purpose: (check which applies) ☐ Customer desires to use Company's lawn care equipment to test and experience the operating properties of a propane powered lawn mower; or ☐ Customer desires to use Company's lawn care equipment while Customer's equipment is out of service for installation of Company's LP Gas conversion equipment; and

WHEREAS, in consideration for and as a condition of Company making the Equipment available to Customer for such purposes, Company requires that Customer hold harmless Company from any claims and/or litigation arising out of the Customer's use of the Equipment. CUSTOMER ACKNOWLEDGES THAT BUT FOR CUSTOMER'S EXECUTION OF THIS AGREEMENT AND ASSENT TO ITS TERMS COMPANY WOULD NOT BE WILLING TO PROVIDE THE EQUIPMENT TO CUSTOMER.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Company and Customer hereby agree as follows:

TERMS & CONDITIONS

1. Hold Harmless. To the fullest extent permitted by law, Customer agrees to and shall defend, indemnify, and hold harmless Company from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Customer, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of Customer's possession, use or operation of the Equipment except to the extent resulting from the sole gross negligence or willful misconduct of Company. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and any reimbursements to Company for all legal expenses and costs incurred by it.

2. Theft, Loss or Damage to Equipment. Company and Customer agree that while the Equipment is in the care, custody and control of Customer, Customer is responsible for any theft, damage or loss to the equipment during this period.

3. Possession and Use of Equipment. By accepting possession of the Equipment, Customer accepts that it received the Equipment and all accessories and parts in good working order and acceptable condition, and constitutes acceptance of all the terms and conditions of this agreement and associated documents. Customer agrees to use all Equipment in a safe and cautious manner within its rated capacities, and shall operate it within all applicable laws and regulations. Customer agrees that only qualified and trained employees will operate the Equipment, and no third parties (including subcontractors and independent contractors) may operate Equipment without prior written consent of Company. Customer shall immediately notify Company of any theft, damage or malfunction of equipment and shall discontinue use of the Equipment in case of malfunction.

THE EQUIPMENT IS PROVIDED TO CUSTOMER IN ITS AS-IS, WHERE-IS CONDITION. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED. THERE IS NO WARRANTY THAT THE EQUIPMENT IS MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE.

4. Miscellaneous: Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to this "Lawn Equipment Loan Hold Harmless Agreement". If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. This Agreement shall be governed by the laws of the state in which Company's branch office executing this Agreement is located.

Company:

By: _____ (Company Employee Printed Name) _____ (signature)

Title: _____ (Company Employee Title) Date: _____

Customer:

By: _____ (Customer Employee Printed Name) _____ (signature)

Title: _____ (Customer Employee Title) Date: _____

DISCRIPTION OF LAWN EQUIPMENT:

Brand of Equipment: _____

Model Number: _____

Serial #: _____