



MARION PARK DISTRICT

ASHLEY GOTT
CHRIS SHEFFLER
HAYDEN GARDINER
DAVE McREYNOLDS
HEATH WELCH

EST. 1957

Our Mission:
To advance parks, recreation and environmental conservation efforts that enhances the quality of life for the people of the Marion Park District.

Rental-Sale Hold Harmless Agreement

THIS AGREEMENT is made this ___ day of _____, 20___, between the Marion Park District hereinafter called the District, and _____ hereinafter called the Buyer/Renter.

WITNESS that, in consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other, the District for itself, its successors and assigns, and the Buyer/Renter for itself, or himself or herself, or themselves, and its successors and assigns, or his, her or their executors, administrators and assigns, as follows:

1. The District sells/rents to the Buyer/Renter the following equipment: _____

_____.

2. The Buyer/Renter purchases/rents the equipment **AS IS WITH NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF CONDITION** and understands the equipment is used.

3. The Buyer/Renter agrees there have been no oral statements of quality or condition that it relies upon for the purchase/rental of the equipment and has made it decision for purchase/rental based upon its own inspection.

4. The Buyer/Renter shall pay to the District the sum of _____ for the purchase price/rental of the equipment with the sum of _____





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_____ for deposit. The Renter agrees to return to the District the equipment is the same condition as it was when rented or forfeit the deposit fee.

5. The acceptance of this agreement by the Buyer/Renter, or by anyone claiming by or through him, shall operate as and shall be a release to the District and every officer and agent thereof from any and all claims and liability to the Buyer/Renter for any claim for damages relating to the equipment, the sale/rental of the equipment or for claims relating to anyone using the equipment. Buyer/Renter assumes full responsibility for and indemnifies the District against and will save the District harmless from any and all loss, liability, damage, and expenses in connection with any injury to person or property arising from or in connection with the use or operation of the equipment sold/rented.

| | |
|-----------------------------|------------------------|
| _____ | _____ |
| Marion Park District | Renter/Buyer |
| Name _____ | Deposit Received _____ |
| Address _____ | Deposit Returned _____ |
| _____ | Deposit Kept _____ |
| Phone _____ | |

Park District contact after office hours (618) 969-2494.

