**EQUIPMENT USE AGREEMENT**

This agreement is between Fit Kids of Southwest Oklahoma (hereinafter Owner or Fit Kids) and (borrower) for equipment use, specifically the trailer used to store and transport “Imagination Playground in a Cart” and/or the Imagination Playground in a Cart itself. Fit Kids is the owner of the trailer and imagination playground, and agrees to let Borrower use the equipment for limited purposes and for a limited time.

Borrower has agreed to the following:

1. Equipment shall be returned by , 20 , to the same location where obtained by the Borrower.
2. The equipment shall not be used for any unlawful purposes, and shall be used in a careful and proper manner.
3. Borrower will obey all laws, rules, and regulations of all governmental authorities while using the equipment.
4. Borrower shall maintain the equipment in good repair and operating condition, allowing for reasonable wear and tear. Due to the expected short-term use of the equipment, wear and tear attributable to use by the Borrower should be minimal.
5. Borrower has inspected the equipment and acknowledges that the equipment is in good and acceptable condition.
6. Borrower shall return the equipment in a clean condition, inside and out.
7. Borrower shall not permit use of the equipment by any other person or entity without written consent of the owner.
8. **Safety** is a primary objective, and the following steps must be taken by the Borrower any time the equipment is moved:
   1. **Use only** **a 2 5/16” ball**. Ball and hitch bar, if furnished by Fit Kids, shall be returned with the trailer. Borrower acknowledges that smaller balls, even if attached to Borrower’s vehicle for other purposes, are not sufficient, and may result in loss of trailer connection and control.
   2. **Safety chains must be crossed and attached** properly to the pulling vehicle.
   3. **The trailer brake cable and trailer lights must be secured to the ball/bar** to prevent dragging or ground contact.
   4. **Trailer lights hookup must be properly connected** if trailer is to be transported on public roadways after sundown or before sunrise. It is preferred that lights be connected at all times.
   5. **When backing the trailer, a qualified ground guide should assist the driver.**
9. Borrower agrees to hold harmless, indemnify and defend equipment owner (including its agents, employees, and representatives) from any and all injury, liability, loss, damages, costs or other expenses, including but not limited to bodily injury, personal injury, emotional injury, property damage or financial damage which arises or might arise out of the negligent act or omission of the equipment user (borrower) while acting in the course of their involvement with the borrowed equipment.
10. Equipment owner, not being a manufacturer, supplier, or a dealer in equipment, makes no warranties, express or implied, as to any matter whatsoever, including the condition of the equipment, its design, capacity, performance, or material, its workmanship, its fitness for a particular purpose, or its roadworthiness. Borrower accepts the equipment “AS IS”.
11. Borrower agrees not to assign any of its rights under this agreement, and any such assignment will void this agreement at the option of the Equipment Owner.
12. Any disputes that arise under this agreement will be resolved by a mutually acceptable alternative dispute resolution process. If Equipment Owner and Borrower cannot reach mutual agreement on such process, the dispute will be submitted to an arbitration panel of the American Arbitration Association.
13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements.

Dated this day of , .

Equipment Owner Representative: Borrower:

Printed Name: Ben Cooper, M.D.

Position/Title Chairman

Address: 15 NW 44th Street

Lawton, OK 73505

Phone: 580-591-3169