



# OHIO RURAL WATER ASSOCIATION

55 Whites Road • Zanesville, OH 43701  
 Telephone: 740-455-3911 ~ Fax: 740-455-3899

## ORWA Equipment Loan Agreement

The \_\_\_\_\_ (“Loaner”)  
 hereby agrees to loan the \_\_\_\_\_  
 \_\_\_\_\_ (the “Equipment”)

from Ohio Rural Water Association (ORWA) in accordance with the Terms & Conditions in this Agreement. The Equipment shall be delivered by ORWA to Loaner on or before \_\_\_\_\_ (the “Delivery Date”). Loaner may retain possession of the Equipment for no more than thirty (30) days after the Delivery Date, unless an additional thirty (30) extension has been requested and granted by ORWA. ORWA shall retrieve the Equipment from Loaner after expiration of this Agreed upon time frame.

The duties and responsibilities of Loaner include: proper and safe installation and wiring, maintaining fluid levels, providing fuel as needed, refueling to the same level as at the time of delivery of the Equipment to Loaner, careful maintenance and operation of the Equipment in a safe manner and within operating parameter ranges, and complying with the Terms and Conditions of this Agreement.

Loaner agrees to hold ORWA harmless from and against any damage to Loaner’s water or wastewater plants, distribution or collection systems or infrastructure through the operation of this Equipment. Loaner also agrees to repair or replace any and all Equipment damaged or lost due to negligence or misuse of the Equipment.

Signed by: \_\_\_\_\_ Loaner Representative

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address of Owner or Authorized Representative: \_\_\_\_\_

Signed by: \_\_\_\_\_ ORWA Representative

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Equipment	Model	Serial	Manual	Fuel	Oil	Initials

### Return of Equipment Chain of Custody

Action	Signature	Print Name	Water System / Organization	Date & Time
Relinquished By:				
Received By:				

Loaner has returned the equipment to ORWA: (to be completed by the ORWA representative)

- In Good Working Condition \_\_\_\_\_
- Further Action Required \_\_\_\_\_

## ORWA Equipment Loan Agreement Terms & Conditions

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**Please Read Carefully.** You are responsible for the Generator and Equipment from the time of delivery until the time they are retrieved by ORWA from your possession.

1. **Indemnity and Insurance.** Loaner ("You") agree to defend, indemnify, and hold ORWA harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever, including court costs and attorneys' fees, in any way arising from, or in connection with the Generator and Equipment loaned (which Equipment/Generator, together, are referred to in this document as "Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the claim, except as the result of the sole negligence or willful act of ORWA, from the time the Equipment is delivered to your possession until the time the Equipment is retrieved by ORWA. You will maintain Property, Workers Compensation, Liability, and Vehicle Insurance for the period of time you loan the Equipment.
2. **Loss of or Damage to Equipment, Non-Payment.** You are responsible for full payment of any and all items loaned to you. You are responsible for loss, damage or destruction of the Equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on your premises, except that you are not responsible for damage to or loss of the Equipment caused by the sole negligence or willful misconduct of ORWA. You are also responsible for loss of use and you shall fully compensate ORWA for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable. Acceptance of returned Equipment by ORWA does not constitute a waiver of any of the rights ORWA has under this Agreement.
3. **Protection of Others.** You will take reasonable precautions in regard to the use of the Equipment to protect all persons and property from injury or damage. The Equipment shall be used only by your employees or agents qualified to use the Equipment.
4. **Equipment in Working Order.** ORWA has tested the Equipment in accordance with reasonable industry standards and found it to be in good working condition immediately prior to the inception of this Agreement, and to the extent you have disclosed to ORWA all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, you acknowledge that the Equipment is loaned without warranty, or guarantee, except as required by law or otherwise agreed upon by the parties at the inception of this Agreement.
5. **Generator.** You shall pay for all out of pocket expenses, including but not limited to fuel, oil, permits, fees, and any fees associated with operation, transportation or travel. Generators loaned herein require oil and filters to be changed at two (2) week intervals. You are responsible for re-fueling the fuel tanks prior to returning the generator to ORWA. All generators not returned with full fuel tanks will be charged current rates to refill tanks.
6. **Drivers.** Any and all drivers who haul the Equipment/Generator shall be duly licensed, trained and qualified to drive vehicles or tow a generator/bypass pump of this type. You must supply and employ any driver who tows the Equipment/Generator (even if the driver is the registered owner of the vehicle or owner of a company that owns the vehicle) and that driver shall be deemed to be your employee for all purposes and shall be covered as an additional insured on all of your applicable insurance policies.
7. **Compliance With Law and Regulations.** You agree to comply with the local, state, and federal laws for transportation and/or use of such Equipment.
8. **Expenses.** You will be responsible for all expenses, including but not limited to fuel, lubricants, and all other charges, in connection with the operation of the Equipment.
9. **Accident Reports.** If any of the Equipment is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, you will promptly notify ORWA of the occurrence, and will file all necessary accident reports, including those required by law and those required by insurers. You, your employees, and agents will cooperate fully with ORWA and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to ORWA any documents served or delivered to you, your employees, or your agents in connection with any claim or proceeding at law or in equity begun or threatened against you or ORWA.

Loaner Initials: \_\_\_\_\_ ORWA Representative Initials: \_\_\_\_\_

# **Recommended Procedures For Transfer of Loaned Agency Equipment to Other Entities**

Other utilities will be calling asking for equipment. ORWA equipment should not be transferred to another utility without permission from ORWA.

## **Responsibility for Equipment Security by the Receiving Agency**

The Utility shall be responsible for damages to ORWA Equipment that may occur by theft, vandalism or neglect. The following minimum procedures should be implemented by the Utility.

1. Establishing a secure staging area not subject to vandalism, flooding, etc.
2. Maintaining an Up-to-date Inventory of Received equipment
3. Maintaining Procedures for Deployment of equipment from staging areas
4. Reasonable Security and Safeguarding equipment at all times.
5. Operating, maintaining, and repairing of equipment to prevent damage once the equipment has been deployed