

## **EQUIPMENT USE AGREEMENT**

**THIS AGREEMENT** (the “Agreement”) is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between, on the one hand, **City of Pascagoula, Mississippi** (the “City”), and, on the other hand, **Trent Lott Academy PTO** (the “User”). The City and User may be severally referred to as a “Party” or collectively referred to as the “Parties.”

### **WITNESSETH:**

**WHEREAS**, the City owns barricades, trash cans, and portable flood lights (the “Equipment”); and

**WHEREAS**, User desires to use the City’s Equipment on October 13, 2023 for a fall festival (the “Event”);

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually enter and agree to this Agreement, each for itself and its successors and assigns, as follows:

#### **Section 1. Use of Equipment.**

1.1. The City hereby agrees to allow the User to use the City’s Equipment for the Event.

1.2. The User agrees to pay \$0.00 for the use of the City’s Equipment for the Event.

**Section 2. Damage to Equipment.** User shall reimburse the City for any and all costs the City incurs to repair or replace the Equipment or any portion thereof damaged during the Event or by the User at any time.

**Section 3. Release.** User, on behalf of itself, agents, and employees, hereby releases the City, its employees, agents, and representatives, from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or property of any kind whatsoever from any cause whatsoever arising from the User’s use of the Equipment.

#### **Section 4. Assignment.**

4.1. This Agreement, or any interest therein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by User without the prior written consent of the City.

4.2. Subject to the requirements of Section 4.1, and to the extent authorized by law, covenants and conditions herein contained shall apply to and bind the successors and assigns of all the Parties hereto.

**Section 5. Governing Law and Venue.** This Agreement shall be governed and construed in accordance with Mississippi law. In the event any litigation arises between the Parties in connection with this Agreement, venue for such litigation shall lie exclusively in Jackson County, Mississippi, to the exclusion of all other venues.

**Section 6. Representations and Warranties.**

6.1. Each Party represents and warrants to the other Party as of the Effective Date that (i) it has the full power and authority to make, deliver, enter into, and perform pursuant to the terms and conditions of this Agreement, and (ii) it has taken all necessary action to authorize the execution, delivery, and performance of the terms and conditions of this Agreement.

6.2. Each Party represents and warrants to the other Party that it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendation of the Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed and caused this Agreement to be effective as of the Effective Date first written above.

City of Pascagoula, Mississippi

Trent Lott Academy PTO

By: \_\_\_\_\_  
Michael Silverman  
City Manager

By: \_\_\_\_\_  
Rachel Ashbaker