



QUILT STAND LEASE

This Equipment Lease (the lease) is made effective as of _____, between the Utah Quilt Guild (the "Guild") and _____ (the "Renter") and state the agreement of the parties as follows:

EQUIPMENT SUBJECT TO LEASE. The Renter shall lease the equipment listed on the attached Exhibit A.

PAYMENT TERMS. The total maintenance fee, based on a rate of \$5 per quilt stand, is due and payable at the time the equipment is picked up. This check shall be made out to the Utah Quilt Guild, and it shall be a separate check from the security deposit.

SECURITY DEPOSIT. In addition to the maintenance fee, the Renter shall pay a security deposit of \$200 per quilt stand (up to \$1000) at the time that this Lease is signed. This check shall be made out to the Utah Quilt Guild, and it shall be a separate check from the maintenance fee. This deposit will be returned to the Renter at the termination of this Lease, subject to the option of the Guild to apply it against Lease charges and damages. Any amounts refundable to the Renter shall be paid within 14 day(s) after this Lease is terminated. The security deposit shall not bear interest.

LEASE TERM. This Lease shall begin on the above effective date and shall terminate on the return date and time agreed upon and listed below, unless a new return date is agreed upon by the Renter and Guild.

CARE AND OPERATION OF EQUIPMENT. The stand(s) may only be used and operated in a careful and proper manner. The stand(s) must be used indoors only and must not be altered or reconfigured in any way. No other device or connector of any kind may be used with the stand(s) without previous authorization in writing from the Guild.

RETURN OF EQUIPMENT. At the end of the Lease term, the Renter shall be obligated to return the stand(s) to the Guild at the Renter's expense. As each piece of each stand is numbered, each stand shall be returned in the proper bag, with all of the pieces matching the same number of the bag. All equipment identification number tags shall be placed at the openable end of the bag. Failure to return the equipment in this manner shall result in the loss of some of the security deposit. The amount of the loss will be based on the number of hours it takes to correctly repackage the stands. The hourly rate is \$35, multiplied by the number of hours used. This hourly rate will be charged in half hour increments.

ACCEPTANCE OF EQUIPMENT. The Renter shall inspect each item of equipment delivered pursuant to this Lease. The renter shall immediately notify the Guild of any discrepancies between such item of equipment, of any damage or missing parts of the same, and the description of the equipment in the Equipment Schedule. If the Renter fails to provide such notice before accepting delivery of the equipment, the Renter will be conclusively presumed to have accepted the equipment as specified in the Equipment Schedule.

OWNERSHIP AND STATUS OF EQUIPMENT. These stands are on loan, but will remain the property of the Guild.

RISK OF LOSS OR DAMAGE. The Renter assumes all risks of loss or damage to the stand(s) from any cause, and agrees to return the stand(s) to the Guild in the condition received, with the exception of normal wear and tear.

INDEMNITY OF LESSOR FOR LOSS OR DAMAGES. If the stand(s) are damaged or lost, the Guild shall have the option of requiring the Renter to pay for replacement. This amount may be over and above the amount of the Security Deposit.

LIABILITY AND IDEMNITY. Liability for injury or damages, of any kind, during the term of this Lease is the obligation of the Renter. The Renter shall indemnify and hold the Guild and its' members harmless from and against, all such liability. The Utah Quilt Guild will not provide insurance coverage of any kind. Insurance to protect the quilts and/or people setting up/taking down the stand(s) is the sole responsibility of the Renter.

ASSIGNMENT. The Renter shall not assign or sublet any interest in this Lease or the stand(s) without the Guild's prior written consent.

ENTIRE AGREEMENT AND MODIFICATION. This Lease constitutes the entire agreement between the parties. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior written or verbal agreements between the parties.

GOVERNING LAW. This lease shall be construed in accordance with the laws of the State of Utah.

SEVERABILITY. If any portion of this Lease 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 Lease 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.

WAIVER. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

GUARANTEE OF USE. I guarantee that these quilt stand(s) will not be used outdoors, and that they will not be used in any manner other than is consistent with this lease. If they are used outside, or in any abusive manner, I understand that I may be forfeiting the Security Deposit and I may have to pay for replacement of the damaged stand(s).

X
Signature of Renter

Date

X
Signature of Utah Quilt Guild Representative

Utah Quilt Guild Quilt Stand Lease

EXHIBIT A

The stand(s) which are identified with the following identification numbers: _____

have been personally counted and examined and are received in good condition with the exception of:

Other Property taken: _____ White Sheets _____ Black Sheets _____ Clips
(no additional fees are required for this property, but if not returned, the value will be deducted from the Security Deposit.)

Rental fee received: _____ stand(s) X \$5 each = \$ _____ Check # _____

Deposit received: _____ stand(s) X \$200 each = \$ _____ Check # _____

Scheduled Return: _____, _____ at _____.

Return Information:

Date Returned: _____ Number of stand(s) returned: _____

Condition of stand(s) returned: _____

Deposit returned on: _____ Full Amount: _____ Partial Amount: _____

Reason for withholding funds: _____

Utah Quilt Guild Representative supervising return: _____

Other Comments:

