

**Equipment Loan Agreement And  
Release of Liability**



I, the undersigned, as a member of the Amy Stockberger Real Estate VIP client program, agree to borrow the equipment from AS VIP, LLC ("AS VIP"), a South Dakota limited liability company, on the following terms:

1. **PICKUP:** Member agrees to pick up the equipment only at the time and place specified by AS VIP. At pick up, Member will fill out the necessary information on the equipment check out sheet.
2. **CONDITION OF EQUIPMENT:** Member agrees to inspect the equipment upon pickup and to immediately notify VIP of any observable damage or defects in the equipment. Member agrees to return the equipment in the same good working condition in which it was received. If the equipment is damaged for any reason while it is in the possession of the Member, or not returned within the requested period of time, for any reason (including excuse, loss, seizure or theft), the Member agrees to pay any amounts due AS VIP for any and all costs of recovering (including reasonable attorney fees and court costs) or repairing the equipment. This includes the cost to replace equipment if not returned or not repairable. AS VIP, in its sole discretion, reserves the right to deny lending of any equipment, or to repossess or recover any equipment at any time. **Failure to empty equipment will result in a \$150 cleaning fee. Minimum fee of \$50 if moving truck is not filled with gas.**
3. **BREAKDOWN OF EQUIPMENT:** If any of the equipment becomes unsafe or in need of repair, Member agrees to immediately stop using it and contact AS VIP as soon as possible. AS VIP is not responsible to Member or any other person or entity, for injury, loss or damage from a defect in, problem with, misuse of, or continued use after the equipment becomes unsafe or in need of repair.
4. **ASSUMPTION OF RISKS:** Member acknowledges that the activities to be engaged in during Member's possession and use of equipment, brings with it both known and unanticipated risks to oneself, or one's guests and invitees. Member voluntarily assumes all risks associated with the use and retention of the equipment.
5. **RELEASE AND INDEMNIFICATION:** Member knowingly, freely and voluntarily waives and releases any and all claims against AS VIP and further agrees to indemnify and hold AS VIP harmless from any and all liability, claims, demands, actions, proceedings, costs, damages, injuries and expenses (including reasonable attorney fees and court costs), whether sought by Member or by any other person or entity, which may arise out of or is in any way connected with the equipment while in Member's possession.
6. **INSURANCE:** Member warrants and represents that Member has adequate insurance, with liability insurance coverage for bodily injury and property damage, to fully protect the Member and other parties from the risks associated with using the equipment, and hereby waives the right of the Member's insurance company to bring any type of action or proceeding on behalf of the Member against AS VIP whether by assignment of claim, subrogation or otherwise.
7. **SUPERVISION:** Member agrees to supervise both the equipment and the use of the equipment at all times while it is in Member's possession, to ensure compliance with all rules for use of the equipment, which Member acknowledges having received from AS VIP, if applicable.
8. **WARRANTIES:** Member expressly acknowledges that AS VIP does not warrant that the equipment is fit for Member's particular use or for any particular purpose, and that Member is solely responsible for the selection and proper use of the equipment. Regardless of any guidance that may be given to Member by AS VIP regarding the equipment, Member warrants that Member has the required knowledge and wherewithal to inspect and operate the equipment and that AS VIP is not responsible for providing the proper training to operate, transport or repair the equipment.
9. **NO GUARANTY OF AVAILABILITY:** AS VIP cannot guarantee the availability or proper operation of the equipment. All equipment will be lent on a first come, first served basis. Any equipment which is in need of repair will not be available for borrowing. The timetable for repairing any equipment will be solely within the discretion of AS VIP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**\*This form has been reviewed by South Dakota attorneys. Amy Stockberger Real Estate is not responsible or held liable for the information on these forms. \***