

## Play Equipment Use Agreement

This Equipment Use Agreement is between **your school/organisation** and Donegal Sports Partnership (DSP) association with Donegal County Childcare Community or The Family Resource Centre @Cara House.

- 1. Equipment.** DSP in association with Donegal County Childcare Community or The Family Resource Centre @Cara House assigns to **your school/organisation** the use of the following equipment: **outlined previously**
- 2. Period of Possession.** The term of this Use Agreement is for a period Commences on **(previously stated)** and terminates on **(previously stated)** or when programme/event ends. This Period of Possession may be extended by entering into a new equipment use agreement. During this time DSP/ DCCC/FRC can at any time request usage of the equipment for any event being organised by DSP/ DCCC/FRC. However sufficient notice will be given in this regard.
- 3. Altering or Defacing Equipment.** The Community group/organisation will not alter, disfigure, or cover up any numbering, lettering, or insignia displayed on the equipment.
- 4. Maintenance and Repair.** Community Group/Organisation agrees to keep the equipment in good repair and operating condition. Any damage to the equipment during the agreed period will be the responsibility of the community group/organisation.
- 5. Use.** The community group/organisation agrees that the equipment will not be subjected to unnecessarily rough usage, that it will be used in accordance with its design, and that its use will conform to all applicable health and safety regulations. Community group/organisation agrees not to allow the use of the equipment for illegal purposes or for operating their own or another's personal or commercial business.
- 6. Loss or Damage.** The community group/organisation will indemnify DSP/ DCCC/FRC against all loss or damage to equipment during the use period for all incidents which occur. If any item of equipment is destroyed or lost under these circumstances, the community group/organisations liability will be the reasonable market value of the equipment as at the date of loss.
- 7. Inspection by DSP/ DCCC/FRC.** The DSP/ DCCC/FRC will have the right at any time to enter the premises occupied by the equipment and will be given free access to the premises and afforded necessary facilities for the purpose of inspection.
- 8. Title.** Title to the equipment (*community Play Equipment*) will at all times remain as per Use Agreement.
- 9. Insurance:** The community group/organisation will, at their own expense, maintain liability and fire insurance and such other insurance as necessary for protection and protection of the equipment and those that use it. Failure to carry such insurance will not relieve the group of liability as provided for in this Use Agreement.
- 10. Assignment or Subletting by Employee.** The community group/organisation will not give or provide any part of the equipment to unauthorized users under the Use Agreement without DSP/ DCCC/FRC written consent.
- 11. Entire Agreement.** This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Use Agreement or by other written agreement. If any provision of this Use Agreement is invalid it will be considered deleted from this Agreement, and will not invalidate the remaining provisions.

### Confirmation of Agreement

I understand that by agreeing to this document, I am committing the organisation to comply with the terms and conditions set out above. I accept and agree on behalf of the organisation to the conditions in this agreement and affirm that the organisation is duly authorised to enter into and perform this agreement.