

AGREEMENT TO PERMIT USE OF COLLEGE EQUIPMENT

It is understood and agreed that this Addendum is subject to the terms and conditions of the referenced Agreement, however this Addendum shall supersede any language in the attached Agreement which contradicts or is discrepant with this Addendum.

It is understood and agreed that the College may provide certain equipment to the Contractor from time to time for the Contractor's work on the College's campus, as may be listed below or provided without notice, in accordance with the College's own needs and the availability of said equipment. Failure to list or identify any specific equipment used by the Contractor shall not invalidate or change this Agreement or Addendum. Any list of equipment to be provided is solely for the information and convenience of the Contractor.

Upon acceptance of the use of said equipment, it is understood and agreed that it is the Contractor's responsibility to verify that said equipment is in good working order; to immediately cease use of said equipment if any defect or fault is evident in the equipment; and to report any defects, faults or concerns about said equipment immediately to the Facilities Management Office. It is expressly understood and agreed that the Contractor acknowledges that the Equipment is not new, and understands and agrees that the College makes no warrantee or statement of any kind as to the condition, fitness, suitability to any purpose, soundness, safety, usefulness, compliance with any federal, state, or local law, rule or regulation, or any other statement about the Equipment or its use. The Contractor acknowledges that said Equipment may have been modified from manufacturer's original design, whether by intent or not, and that they should not and will not rely on knowledge of similar products in evaluating said Equipment, and assumes ALL RISKS of the use of said equipment, whether such risks are known or unknown, on behalf of itself, its employees or subcontractors.

The Contractor accepts the Equipment, in its present condition, without qualification.

It is understood and agreed that in consideration of such provision of equipment, the Contractor will, to the fullest extent permitted by law, indemnify, defend and hold harmless Amherst College, including its present or former trustees, officers, directors, employees, volunteers, agents and assigns from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees, arising out of, or from the use of said equipment to the extent such claims, damages, losses, and expenses are caused in whole or in part by any acts or omissions of the Contractor, its subcontractor, or anyone directly or indirectly employed by Contractor, including without limitation all claims, damages, losses, and expenses for claims under workers compensation, disability benefits, and other similar employees benefits, including claims arising because of a failure to provide such benefits; for claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees or the employees of any Subcontractor; claims for damages because of bodily injury, sickness, disease or death of any person other than Contractor's employees; claims for damages insured by personal injury liability coverage sustained by any person as a result of an occurrence directly or indirectly related to the use of said equipment by Contractor, its subcontractor, or anyone directly or indirectly employed by Contractor for any reason; claims for damages because of injury to or destruction of tangible property including loss of the equipment or the Work itself and loss of use resulting there from; and claims for damages because of bodily injury or death of any person or property damages arising out of the use of any equipment that may be, or be considered to be, a motor vehicle. Such obligation shall not be

construed to negate, abridge or reduce other rights or obligations of indemnity, which would otherwise exist in the absence of this Agreement.

In further consideration of the provision of such equipment by the College, it is understood and agreed that pricing of the work has been adjusted to reflect the reduction in costs and expenses to the Contractor resulting from the provision of the equipment, as may be indicated on applicable work orders and/or invoices attached hereto.

The Contractor warrants that any employee or subcontractor using such equipment is fully licensed and trained to use or drive such equipment under all applicable federal, state or local laws, and that the Contractor is in compliance with all rules following from said laws (e.g., mobile equipment weighing more than 26,000 lbs. must be operated by a licensed driver with a CDL license if it is crossing or traveling along a public road and employer must be in compliance with CDL random drug testing requirements).

The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of themselves or their organization and that this Agreement is binding upon each party in accordance with its terms.

The Trustees of Amherst College

Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

List of Equipment to be provided: