



## EQUIPMENT USE AGREEMENT

This Equipment Use Agreement is between \_\_\_\_\_,  
employee/contractor and Corporate Management Group (CMG), employer.

**Equipment** - CMG assigns to Employee or Contractor the use of the following equipment:

Description: \_\_\_\_\_

Model number: \_\_\_\_\_

Serial number: \_\_\_\_\_

**Period of Possession** – The term of this Use agreement is for a period of \_\_\_\_\_,  
commencing on \_\_\_\_\_ (date) and terminating on \_\_\_\_\_  
or date of Employee's/Contractor's reassignment, relocation, resignation or termination from  
CMG whichever is sooner.

**Altering or Defacing Equipment** – Employee/Contractor will not alter, disfigure, or cover up  
any numbering, lettering or insignia displayed on the Equipment.

**Maintenance and Repair** – Employer agrees to keep the Equipment in good repair and  
operating condition. Expenses of repair will include labor, materials, parts, and similar items for  
normal, reasonable wear and tear.

**Use** – Employee/Contractor 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 laws and CMG policies. Employee/Contractor agrees not to allow the use of the  
Equipment for illegal purposes or for operating Employee's/Contractor's own or another's  
personal or commercial business. Employee/Contractor agrees that only legally obtained  
hardware and licensed software will be used on equipment of electronic nature.

**Loss or Damage** – Employee/Contractor will indemnify Employer against all loss or damage to Equipment during the use period for all incidents which occur outside the Employee's/Contractor's regular assigned work sites. If any item of Equipment is destroyed or lost under these circumstances, Employee's/Contractor's liability will be the reasonable market value of the Equipment as of the date of loss.

**Inspection by Employer** – The Employer 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 the necessary facilities for the purpose of inspection.

**Title** – Title to the Equipment will at all times remain in Employer name unless transferred to Employee/Contractor by sale. Employee/Contractor will give Employer immediate notice of any claim, levy, lien or legal process issued against the Equipment. The Equipment is and will remain for the term of this use agreement personal property, notwithstanding any attachment of it or part of it to real property or improvements on such real property.

**Insurance** – Employee/Contractor will, at Employee's/Contractor's own expense, maintain liability and fire insurance and such other insurance necessary for Employee's/Contractor's protection and protection of the Equipment. Failure to carry such insurance will not relieve the Employee/Contractor of liability as provided for in this Use Agreement.

**Assignment or Subletting by Employee/Contractor** – Employee/Contractor will not assign this Use Agreement or any Equipment under the Use Agreement, or any interest in the Use Agreement or Equipment, without Employer's written consent. Employee/Contractor will not give or provide any part of the Equipment to unauthorized users under the Use Agreement without Employer's written consent.

**Surrender of Equipment at End of Use Agreement** – Employee/Contractor agrees on termination of this Use Agreement or at the request of the Employer to deliver the Equipment at Employee's/Contractor's own expense, in good condition, allowing for reasonable wear and tear, and free and clear of encumbrances, to 12000 N. Washington St., Suite 290, Thornton, CO 80241, or to such other location as Employer may designate which would not increase the cost of delivery.

**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.

Date: \_\_\_\_\_

Employee/Contractor Signature: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Employee/Contractor Work Phone No. \_\_\_\_\_

Employee/Contractor Home Phone No. \_\_\_\_\_

CORPORATE MANAGEMENT GROUP

Approved By: \_\_\_\_\_

Authorized Representative