



**Agreement rental of materials
Harambee**



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Undersigned

1. v. v. Harambee represented by _____,
henceforth be known as Harambee,
2. _____, henceforth be known as renter,

Rental conditions:

Article 1. Rented business

This agreement refers to the rental of _____, henceforth to be called the material. The material is currently in _____. The material will at all times be property of Harambee.

Article 2. Duration of the agreement

Harambee will rent the material to the renter for a period of _____.

Article 3. Rental costs

The rental costs that will be charged with the renter will be: _____.

Article 4. Delivery and return

The renter is responsible for picking up the material at Harambee. At the end of the agreement, the renter will make sure the material is returned to Harambee.

Article 5. Condition of the material

The renter is obligated to carefully inspect the material on defects or the expectations thereof. In case something is not in order, the renter should immediately notify Harambee. In case the renter doesn't notify Harambee of the defects, the renter will agree with the conditions of the material. The conditions of the materials will be inspected by Harambee, in presence of the renter.

Article 6. Obligations renter

The renter is obligated to:

- treat the material in accordance to the control- and other instructions among other things with regard to supervision that have been communicated with the renter and/or handed over
- not apply any alterations to the materials
- provide Harambee with access to the materials at all time
- exercise subrental and availability to a third party only with explicit written consent from Harambee

Article 7. Handling

The renter takes care of the following:

- The for the material required approvals (such as permits, exemptions and decisions);
- The storage of the materials during the renting period

Article 8. Maintenance and repairs

In case repairs are necessary as a result of wrongful treatment, reparations from a third party, the use of unfit accessories, or any other cause that can not be considered normal wear, the costs will be charged to the renter considering the damage policy which can be found on the website.

Article 9. Insurance

The renter will bear full risk and responsibility of the materials during the time that they are provided to the renter, and the renter will insure the materials and keep them insured against loss, theft, damage, etc. if necessary.

Article 10. Damage

The renter is obligated to mention all damages and shortcomings of the material immediately. Without permission of Harambee, the renter is not allowed to move on to reparations. Alterations and/or repairs of the rented materials will only take place in a workshop from Harambee, or in a workshop assigned by Harambee.

Article 11. Liability

For damage the renter causes to a third party (directly or indirectly from using the rented materials), Harambee will in principle not be responsible. The renter will safeguard Harambee from all responsibility towards a third party.

Article 12. Alterations

Alterations and additions of this agreement are only valid if this has been agreed upon in writing. Oral side appointments – even when made before this agreement was signed – are invalid as far as they contradict the determinations above.

Article 13. Applicable law

On all agreements and/or performed acts with Harambee, only Dutch law is applicable.

Thus agreed upon and drawn up in duplicate, initialed and signed per page
at _____ dated _____,

Harambee
Signature

Renter
Signature