



Please keep a master copy of this waiver for future use, or access it online at www.cbanc.org.

CONCESSION TRAILER RELEASE FORM
NOT TO BE USED FOR FUND RAISING PURPOSES

The Carolina Baptist Association (CBA) makes the Concession Trailer and Equipment available to all churches in the Association for the sole purpose of providing drinks/food and is subject to your agreement to the terms of use. *Please read this agreement carefully and completely before using the Concession Trailer and Equipment. By using the Trailer and Equipment you expressly agree to be bound by this agreement.*

Terms of Use

There is a \$100 deposit per use of the trailer, due by the time of pick-up. The Association will hold the check until inspection and all cleaning requirements are met. If the trailer passes inspection the check will be returned. If the trailer does not pass inspection, the church will have the option to come to the CBA to clean the trailer before it is used again. Otherwise the deposit will be kept by the CBA. ***It is the responsibility of the church that uses the concession trailer (not the Carolina Baptist Association) to clean the trailer.*** Due to many complaints of the trailer and machines left dirty and food left in the trailer or machines, the CBA is asking that the person who checked out the trailer to check each machine & check off the work on the checklist in the trailer when completed. If the trailer is going to another fellowship after your use of it, the checklist form must be filled out online at www.cbanc.org/concessiontrailer. ***We will call/email the person responsible, evaluating the condition of the trailer when it was returned to the CBA and what action, if any, is necessary.***

If another fellowship is scheduled to use the trailer immediately after you, it is their responsibility to contact you and arrange for the transfer. If anyone receives the trailer in unclean/poor condition, please notify the contact of the previous church and call the CBA as soon as possible ([828-693-4274](tel:828-693-4274)). It is the responsibility of the last church to use the trailer to return it to the CBA.

The CBA expressly disclaims any implied warranty or representation about the Trailer and Equipment or performance, safety, completeness or appropriateness for any use or particular purpose.

Where the person(s) responsible for the Trailer operation, participation and work assignments shall be under their direction.

It is the duty of each user of the Trailer and Equipment to inspect it for defects or repairs prior to use. Do not use any defective equipment.

Users of the Trailer and Equipment shall verify the equipment inventory and report any loss or damage upon returning.

Users understand that the use of the Trailer and Equipment is at "your own risk."

Users will have the responsibility of providing their own health and accident insurance in the event of any illness or injury experienced during the use of the Trailer and Equipment.

The CBA does not warrant, certify or guarantee the quality or quantity of performance or services exercised by any individuals that may use the Trailer and Equipment.

Disclaimer of Warranty

The Carolina Baptist Association disclaims all express or implied warranties with regard to the Trailer and Equipment, and any other resources contained on the Trailer. All Equipment provided by the Carolina Baptist Association is made available "as is" and without warranty of any kind.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the CBA, or its member churches, or their church members be liable for any direct, indirect, special punitive, incidental, exemplary, or consequential damages, or any damages whatsoever of any kind, resulting from any loss, which by way of example includes loss of use, litigation, or any other financial loss, tort (including negligence), product liability or otherwise, arising out of or in any way connected with the performance of materials or services rendered by the users of the Trailer and Equipment.

With respect to products or goods purchased by or provided from any entity, in no event shall the CBA be liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages resulting from any loss of use, litigation, or any other financial loss, or otherwise, arising out of the use of these products or goods.

You acknowledge and agree that the limitations set forth above are elements of this agreement, and the Trailer and Equipment would not be provided to you absent such limitations.

Indemnification

You agree to indemnify, defend, and hold harmless the CBA, its member churches and their church members from any liability, loss, claim, and expense (including reasonable attorney's fees) related to your violation of this agreement or use of the Trailer and Equipment in any manner.

If the agreement is made between the CBA and any organization, then such organization, for itself and all its members agrees to obtain the agreement and signatures of any person who uses the Concession Trailer and Equipment on a copy of this agreement. Should such organization fail to do so, it, for itself and on behalf of all of its members and affiliates, agrees to indemnify the CBA and hold the CBA harmless from any liability resulting from any use by such organization or its members of the Concession Trailer and Equipment.

Your use of the Trailer and Equipment shall constitute your acceptance of the terms of this agreement and revised and modified, if any, each and every time you use the Trailer and Equipment. The CBA may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement.

Miscellaneous

The CBA's failure to insist upon strict enforcement of any provision(s) of this agreement shall not be construed as a waiver of any provision or right.

Church Using the Trailer _____ Church Phone _____

Purpose(s)/Location/Dates of Trailer Use _____

Person Responsible for the Trailer (Contact) *Print* _____ *Signature* _____

Email of Person Responsible for the Trailer (Contact) _____

Phone of Person Responsible for the Trailer (Contact) _____ Today's Date _____

Mail to:

Carolina Baptist Association
601 Hebron Road
Hendersonville, NC 28739

Email:

cba1877@gmail.com

IMPORTANT: PLEASE READ THE FOLLOWING:

CLEANING CHECKLIST

Please make sure the following are completed to have your deposit returned. If these items are not completed, you will be asked to come back and clean the trailer, pay the charge(s), or the full deposit will be kept.

- Cotton Candy Machine: Disassemble, clean with soap and water ONLY, reassemble (Refer to manual above machine) (Charge if not disassembled, cleaned, and reassembled: \$50)
- Sno-Cone Machine: Clean with soap and water ONLY (Charge if not cleaned: \$15)
- Popcorn Machine: Clean with soap and water ONLY (Charge if not cleaned: \$15)
- Hot Dog Steamer: Dissassemble, clean with soap and water ONLY, reassemble (Charge if not disassembled, cleaned, and reassembled: \$10)
- Clean all walls
- Clean counter tops
- Clean sink
- Sweep and mop floor
- Secure all supplies in box and secure in cabinets
- Please DO NOT leave food in the trailer. Return any leftover supplies to the CBA during office hours (Mon.-Thurs., 9am-4pm) such as: sno-cone syrup, sugar, floss sugar, cups, cones, etc. (Charge if food is left in trailer: \$10)
- Please report any damage to the trailer or equipment

**(Charge if overall cleanliness is not sufficient: \$25)*