



THIS AGREEMENT (“Agreement”) dated \_\_\_\_\_ 20\_\_\_, between Habitat for Humanity of Dutchess County (“Habitat”) with an address of \_\_\_\_\_ and \_\_\_\_\_ with an address of \_\_\_\_\_ (“Customer”);

Whereas Habitat is the owner of an enclosed trailer (“Trailer”) which it is allowing Customer to maintain at their address for the purpose of placing furniture and other items to be donated to Habitat for resale in its ReStore facility; and

Whereas Habitat wishes to set forth the terms under which it is willing to provide the Trailer.

Now, Therefore in consideration of mutual promises contained herein, it is agreed as follows:

- 1) The Trailer will be delivered to the Customer’s address by Habitat and placed on the Customer’s premises at a mutually agreed upon location with acceptable foundation.
- 2) The Customer shall not move or otherwise transport the Trailer except with the written consent of Habitat.
- 3) Habitat is delivering the Trailer to allow the Customer to place furniture and other acceptable items for resale by Habitat. Customer represents it is the owner of everything loaded into the Trailer and there are no loans or liens against it.
- 4) The Trailer will be removed from the Customer’s premises on \_\_\_\_\_, 20\_\_\_ or as soon thereafter as Habitat can remove it.
- 5) The Customer accepts all responsibility for damage to the Trailer while it is at the Customer’s premises and shall reimburse Company for all expenses reasonably incurred by Company to replace or restore the Trailer.
- 6) The Customer shall provide Security in the amount of \$250.00, in the form of cash or a hold on the Customer’s credit card to be held by Habitat to be applied to:
  - a) The cost of all expenses reasonably incurred by Company to replace or restore the Trailer and equipment if it is damaged or missing;
  - b) The cost to dispose of any nonsalable items or furniture placed in the Trailer; or
  - c) Cost of disposal if not resalable items are placed into the Trailer for sale at Habitat’s ReStore.
- 7) The Customer agrees to indemnify, defend and hold harmless the Company from any personal injury arising from Customer’s use of the Unit from any cause whatsoever
- 8) The Customer consents to Habitat’s entry onto it’s premises to remove the Trailer. Customer shall take no action to prevent or interfere with Habitat’s removal of the Trailer from the premises.
- 9) In the event either party shall bring legal action to enforce the terms of this agreement; the successful party shall be entitled to recover the costs incurred including reasonable legal fees



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, and agree to be bound by all the provisions of this Agreement including the provisions contained below or on the reverse side of this page.

HABITAT FOR HUMANITY OF DUTCHESS COUNTY

By ReStore Manager

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ [L]  
[SEP]

Customer

Name : \_\_\_\_\_

Signature: \_\_\_\_\_ [L]  
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