

1. **USE OF BUYER-FURNISHED EQUIPMENT BY CONTRACTORS WORKING ON-SITE
(Clause F-1.1) (April 2002)**

In general, it is the Buyer's policy and intent that government equipment not be used by contractors and that terms of our contracts require them to supply all equipment necessary to perform their required work. It is recognized, however, that exceptional circumstances could result in the necessity for limited use of government equipment; therefore, when such occasions arise, the following Indemnification and Hold Harmless provision will be applicable to such use.

Contractor/Seller agrees to hold harmless and indemnify Buyer and the United States Government, their officers, agents and employees for any and all damages whatsoever, including, but not limited to, personal injury and property damage sustained as a result of, or arising out of, performance of any work involving the use of Buyer supplied equipment.

Neither Buyer, the United States Government, nor persons acting on their behalf shall be liable for any injury to or death of persons or other living things or damage to or destruction of property or for any other loss, damage, or injury of any kind whatsoever, including costs and expenses incurred, resulting from Contractor/Seller's use and operation of Buyer furnished equipment.

Commented [RCC1]: Include in any solicitation/purchase order/contract involving on-site work that will involve or potentially involve the use of FM&T equipment of any kind by a supplier employee, a supplier subcontractor employee, or any other person involved with the performance of the FM&T purchase order/contract. This includes construction, services, or any other kind of purchase order/contract having FM&T equipment usage potential on-site.