

AGREEMENT

This agreement is entered into on this the ____ day of _____, 20__ by and between Crow Wing County (County) and _____ (User).

User hereby checks out the following property/equipment (hereinafter The Property) beginning _____ and ending _____:

User acknowledges the User has inspected The Property and noted any pre-existing damage/non-functionality the reverse side. User accepts The Property in its current condition.

User acknowledges that County has shown User the proper way to use The Property and that User understands how to use The Property. User represents that User has the ability to, and will, use The Property accordingly. User accepts all responsibility for the use of The Property.

User agrees to return The Property to County in the same condition as when checked out, normal wear and tear excepted. User agrees to pay for damage to The Property up to the fair market value of it which occurs while in Users possession.

User agrees that user is solely responsible for any and all bodily injury or property damage that may occur, or in any way arises out of, the use of The Property during the term of this agreement. User further agrees to indemnify and hold County harmless from any and all claims arising out of User's use of The Property.

User represents to County that it has all required insurance to cover its responsibilities under this Agreement. (Certificate of Insurance to be attached.)

The above represents the full Agreement of the parties and cannot be altered except in writing signed by both parties.

User's Signature

Date: _____

User's Printed Name

County's Signature

Date: _____

County's Printed Name

Date out: _____

User Initial

County Initial

Date in: _____

User Initial

County Initial

ADDENDUM TO AGREEMENT

WHEREAS, Crow Wing County (County) and _____ (User) entered into an Agreement on _____ in which User checked out certain property/equipment (The Property) from County; and,

WHEREAS, County and User wish to modify the terms of said Agreement,

NOW THEREFORE, the following hereby modifies said Agreement as follows:

(must date and initial each change written in)

This represents the full modification of said Agreement and is incorporated into it. No further modification of the original Agreement, or this Addendum, can occur unless a separate written Agreement for that purpose is entered into.

User's Signature

Date: _____

User's Printed Name

County's Signature

Date: _____

County's Printed Name

MEMO on Proposed Agreement Format

- 1) When User checking out The Property is performing transport and managing the site/use of The Property checked out, can use Agreement only. If a separate entity will transport The Property from County to the site/User, then issue an Addendum laying out the terms of the transport etc.
- 2) Regardless of who does transport, the User must go through the training on how to use the equipment and ultimately sign the Agreement. The entity doing transport will only be responsible during transport.
- 3) When have separate entity doing transport can just have them accept responsibility for/during transport by including that in Addendum and having transport provider sign and initial Addendum. Need to have a copy of the transport provider's Certificate of Insurance as well.
 - a. The alternate to that would be to have a simple standard contract in place to cover all transports for Crow Wing County Energized Kids Bike Fleet program.
- 4) I leave it up to those creating the program to create the standards and procedures for the checking out and in. I am willing to participate in the discussion if that would be of interest.
- 5) Whoever is doing the training and checkout needs to ensure that the transportation provider has the required equipment and ability to pull the bike trailer. Otherwise alternative transportation must be arranged at user's expense.