



EQUIPMENT LOAN AGREEMENT

THIS EQUIPMENT LOAN AGREEMENT ("Agreement") is entered as of the date of the last signature executed below by and between the California Local Technical Assistance Program ("CALTAP") and the identified borrowing agency _____ ("Borrower"). CALTAP and Borrower may be referenced collectively in this Agreement as "Parties" or each individually as "Party."

1. **EQUIPMENT** – Borrower desires to temporarily borrow the materials or equipment specified on the attached Exhibit A (the "Equipment"), which is included herein by reference as if fully set out. The Equipment, including all identified accessories and packaging, are the sole property of CALTAP. Borrower is fully responsible for the good care and safe return of the Equipment and its packaging.
2. **TERM** – The equipment loan term ("Term") of this Agreement is indicated in the disclosure below and shall represent the entire period for which The Equipment is not in possession by CALTAP. The standard Term is 30 days, however a reduced or extended duration may be negotiated.
3. **SHIPPING** – Borrower agrees to retrieve/return the Equipment from/to CALTAP headquarters located at 6300 E State University Dr, Suite 255, Long Beach, CA 90815. Shipping to/from Borrower will be conducted via commercial freight carrier (Fed-Ex or UPS) with the Equipment properly packaged for safe delivery and fully insured portal-to-portal. Shipping to Borrower will be prepared and paid by CALTAP; shipping to CALTAP will be prepared and paid by Borrower.
4. **PREPARATION** – Upon termination or expiration of this Agreement, Borrower shall bear the full cost of dismantling, packing, insuring, and shipping the Equipment back to CALTAP.
5. **RESPONSIBILITY** – Borrower shall be held liable for any loss or damage to the Equipment starting from confirmed delivery at Borrower's location until verified receipt at CALTAP headquarters. Borrower agrees to reimburse CALTAP for the full value of the Equipment (not to exceed \$10,000) or for any individual parts, accessories, or packaging/cases lost or damaged under this Agreement.
6. **INSURANCE** – At all times the Equipment is under loan as defined by this Agreement, Borrower shall maintain all-risk insurance coverage against loss or damage up to \$10,000.
7. **INDEMNIFICATION** – Borrower accepts all risks to itself and to any third parties that may result or arise out of the possession or use of the Equipment and agrees to indemnify and hold harmless CALTAP, The California Department of Transportation (Caltrans), California State University Long Beach (CSULB), and the CSULB Research Foundation, including their officers, agents, and employees, from all loss, cost, and expense arising out of any liability or claim of liability for damages to person(s) or property arising out of the possession or use of The Equipment by Borrower or its agent(s).
8. **NO WARRANTY** – Borrower accepts the Equipment "As Is". CALTAP makes no warranty of any kind including that the Equipment is suitable for the use for which it was designed.
9. **ASSIGNMENT** – Borrower may not loan or transfer the Equipment to any other person or agency other than Borrower's own contractor. This Agreement is personal and Borrower shall not assign it or any privileges granted herein without the prior written consent of CALTAP.
10. **TERMINATION** – Either Party may terminate this Agreement at any time by giving two days written notice to the other Party. In addition, CALTAP may terminate this Agreement immediately in the event Borrower fails to comply with any of the term and conditions of this Agreement.

- 11. ENTIRE AGREEMENT** – This Agreement contains the entire agreement between Parties; there are no representations, inducements, or other provisions other than those expressed herein. Any changes, additions, or deletions shall be in submitted in writing and executed by authorized representatives of both Parties.
- 12. NO WAIVER** – The waiver by CALTAP of any condition or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of CALTAP to insist upon Borrower's performance in strict accordance with the terms of this Agreement.
- 13. GOVERING LAW** – This agreement and the rights and obligations of the Parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of California, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement.
- 14. SEVERABILITY** – Should any provision of this Agreement be declared illegal, void, or unenforceable under California law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

IN WITNESS WHEREOF, CALTAP and Borrower have executed this Agreement as of the date of the last signature below as indicated by the signatures of each Party's authorized representative.

BORROWER

CALTAP

Agency or Institution

California LTAP Center

Agency or Institution

Authorized Representative

Tom O'Brien, Director

Authorized Representative

Execution Date

Execution Date

Equipment Shipping Address

California State University, Long Beach

Equipment Shipping Address

Equipment Shipping Address

6300 E State University Drive, Suite 255

Equipment Shipping Address

Equipment Shipping Address

Long Beach, California 90815

Equipment Shipping Address

EQUIPMENT REQUESTED

EQUIPMENT APPROVED

- ☐ RoadVista Retroreflector 922 w/o Ext Pole
☐ RoadVista Retroreflector 922 w/ Ext Pole
☐ RoadVista Stripmaster 2 Touch

- RoadVista Retroreflector 922 w/o Ext Pole ☐
RoadVista Retroreflector 922 w/ Ext Pole ☐
RoadVista Stripmaster 2 Touch ☐

LOAN TERM REQUESTED

LOAN TERM APPROVED

30-Day Period (unless otherwise agreed)

Approved Loan Period, Portal-to-Portal