

**HOUSTON-GALVESTON AREA COUNCIL  
LOAN OF PEDESTRIAN  
MONITORING EQUIPMENT AGREEMENT**

1. **PARTIES.** This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the Houston-Galveston Area Council, hereinafter referred to as “H-GAC”, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and \_\_\_\_\_ (person), of \_\_\_\_\_ (organization), who must be an authorized representative of a governmental jurisdiction or transportation provider, hereinafter referred to as the “Borrower”.

**LOAN OF EQUIPMENT.** For and in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Borrower, H-GAC has loaned and does hereby loan to borrower the personal property known and described as follows:

\_\_\_\_\_ (EQUIPMENT LIST) hereinafter designated as “equipment”, to have and to hold the same unto Borrower for the period of \_\_\_\_\_ (# of WEEKS) weeks commencing from \_\_\_\_\_ (DATE).

2. **DELIVERY AND RETURN OF PROPERTY.** Borrower shall pick up the equipment at H-GAC’s place of business, 3555 Timmons Lane, Suite 120, Houston, Texas 77027, or at another location agreed to by both parties. At the end of the term, Borrower shall return equipment to H-GAC in as good condition as exists at the commencement of the term, reasonable wear and tear in respect thereto expected.
3. **PAYMENT AND LATE FEES.** No payment is required for use of the equipment within the period stated in this agreement. Late fees will be charged to Borrower if the equipment is not returned within this period under the following schedule: \$20 per calendar day.
4. **DAMAGES.** If the Borrower damages, or loses possession of the equipment at any time, full costs of repair or replacement, shipping and late fees will be due to H-GAC.
5. **REPOSSESSION.** If Borrower shall lose possession of the equipment or any interest therein, or if Borrower defaults in any of the covenants, conditions or provisions of this agreement, it is agreed that H-GAC may immediately and without notice take possession of the equipment whereinsoever found and to remove and keep or dispose of the same and any unpaid late fees shall at once become due and payable.
6. **LOCATION AND USE.** Borrower shall use equipment only in Harris, Montgomery, Liberty, Chambers, Galveston, Brazoria, Fort Bend, and Waller Counties in Texas except as may be permitted by H-GAC by consent thereto in writing. Borrower shall provide HGAC with date, location of equipment deployment, and electronic data from the count locations.
7. **INDEMNIFICATION OF OWNER.** Borrower shall and does hereby agree to protect and save Owner harmless against any and all losses or damage to equipment by fire, flood, explosion, hurricane, wind or theft and Borrower shall and does hereby assume all liability to any person whomsoever arising from the location, condition or use of equipment, and shall indemnify Owner of and from all liability, claim and demand whatsoever arising from the location, condition, or use of equipment whether in operation or not, and growing out of any cause, and from every other liability, claim and demand whatsoever during the term of this Loan or arising while equipment is in the possession of Borrower.

8. **TIME OF ESSENSE.** Time is the essence of this agreement.
9. **NO ASSIGNMENT.** Neither this Loan and agreement nor any right or interest thereunder shall be assigned by Borrower in any respect whatsoever.
10. **CHOICE OF LAW.** This Loan and agreement shall be deemed to have been executed and entered into in the State of Texas and shall be construed, enforced and performed in accordance with the laws thereof.
11. **EXCLUSION OF ORAL STATEMENTS.** This instrument contains all of the agreements of the parties. No oral or other statements shall be binding on either of the parties hereto.

BY \_\_\_\_\_ DATE \_\_\_\_\_

*Borrower*

\_\_\_\_\_  
*Title*

BY \_\_\_\_\_ DATE \_\_\_\_\_

*Houston-Galveston Area Council*

\_\_\_\_\_  
*Title*