

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
BICYCLE AND PEDESTRIAN COUNTER EQUIPMENT
LOAN ACKNOWLEDGEMENT**

1. PARTIES.

This Loan Acknowledgement is made and entered into as of the date indicated below, by and between the North Central Texas Council of Governments, hereinafter "NCTCOG", and _____, hereinafter "Borrower".

2. LOAN OF EQUIPMENT.

For and in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Borrower, NCTCOG has loaned and does hereby loan to Borrower its personal property known and described as follows:

Mobile Counter	Unit	Serial Number	Unit	Serial Number
Shared-Use Path Counter #1	Pyro-Box (SUP1-A)	U15G4025165	Pneumatic Tubes (SUP1-B)	U15G4025167
Shared-Use Path Counter #2	Pyro-Box (SUP2-A)	U15G4025166	Pneumatic Tubes (SUP2-B)	U15G4025168
On-Street Counter #1	Pneumatic Tubes (OS1-A)	U15G4025169	Pneumatic Tubes (OS1-B)	U15G4025170
On-Street Counter #2	Pneumatic Tubes (OS2-A)	U15G4025171	Pneumatic Tubes (OS2-B)	U15G4025172

3. DELIVERY AND RETURN OF PROPERTY.

Borrower shall pick up and return the equipment at its sole cost to NCTCOG's principal place of business, 616 Six Flags Drive, Centerpoint Two, Arlington, Texas 76011, or an alternate location agreed to in writing by both parties. At the end of the term, Borrower shall return equipment in as good condition and working order as existed at the commencement of the term, reasonable wear and tear with respect thereto expected.

4. TERM.

Borrower shall return all equipment in the manner specified in Exhibit 1. This term may be extended only by written consent of NCTCOG.

5. PAYMENT.

No payment is required for use of the equipment.

6. DAMAGES.

If the Borrower damages or loses possession of the equipment at any time, to the extent allowed by the laws and constitution of the State of Texas, full costs of repair or replacement, shipping shall be the sole responsibility of Borrower.

7. REPOSSESSION.

If Borrower defaults in any of the covenants, conditions or provisions of this loan and Agreement, it is agreed that NCTCOG may immediately and without notice take possession of the equipment whereinsoever found and to remove and keep or dispose of the same.

8. **LOCATION AND USE.**

Borrower shall install and use equipment only in the location(s) specified in Exhibit 1 attached hereto or as NCTCOG may otherwise consent to in writing. Borrower agrees to properly install and use the equipment and is solely responsible for obtaining all approval(s) (e.g., permit, permission, etc.) required for installation at each location. Neither party shall be liable for the actions of the other party.

9. **CONTRACTUAL RELATIONSHIP.**

It is understood and agreed that the relationship between NCTCOG and Borrower is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither Party shall be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.

10. **NO ASSIGNMENT.**

Neither this instrument nor any rights or interests hereunder shall be assigned by the Borrower in any respect whatsoever.

11. **CHOICE OF LAW.**

This instrument shall be construed, enforced and performed in accordance with the laws of the State of Texas. Mandatory and exclusive venue shall lie in Tarrant County, Texas.

12. **INDEMNIFICATION.**

NCTCOG and Borrower agree that each Party is responsible for its individual acts and deeds as well as the acts and deeds of their contractors, employees, representatives and agents.

13. **WHOLE AGREEMENT.**

This instrument and any exhibits, as provided herein, constitute the complete agreement between the parties. No oral or other statements shall be binding on either of the parties hereto.

I, the undersigned, hereby certify that I am an authorized representative of Borrower and that I have read, understand and will abide by the terms contained herein.

SIGNED on this ____ day of _____, 2015.

Signature

Printed Name

Title

Agency Name