

TEMPORARY USE AGREEMENT FOR FIRE TRUCK

This Agreement is by and between the City of Coral Springs (“Lender”) and the City of Coconut Creek (“Borrower”) as of this 24th day of April, 2024 (“Effective Date”) for the use of a fire truck.

1. VEHICLE DETAILS. 2005 Pierce Dash Aerial Apparatus, Vin: 4P1CD01H15A005531, hereinafter referred to as the “**Vehicle.**”

2. TERMS AND CONDITIONS

By entering into this Agreement, Borrower assumes full responsibility and liability for the operation and care of the Vehicle from the Effective Date until April 26, 2024 or until the Borrower returns the Vehicle to the Lender. The following material terms and conditions apply:

1. **Compensation:** Borrower agrees to pay Lender the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, for Borrower’s right to use the Vehicle.
2. **Sole Driver:** The Borrower agrees that qualified and licensed drivers shall be the **only drivers** of the Vehicle. The Vehicle shall not be operated by any other person, nor loaned or rented to anyone else.
3. **Insurance Coverage:** The Borrower represents that they have comprehensive, collision, and liability insurance that has minimum limits of 1,000,000/3,000,000. Borrower agrees to temporarily add the Vehicle to their insurance policy to cover the Vehicle for the temporary period the Vehicle is utilized by Borrower. This insurance coverage will provide coverage for any loss or damages to the Vehicle, regardless of fault. Lender shall be named as additional insured on any policy covering the Vehicle until such time as the Vehicle is returned to Borrower. Borrower shall provide proof of such cover to Lender within 24 hours of execution of this Agreement.
4. **Indemnification.** Borrower shall assume all liability of the Vehicle for any damage, loss, or other casualty whatsoever. **Borrower will hold harmless, indemnify, and defend the Lender against any and all claims arising from or relating to the Vehicle until the Vehicle is returned to Lender.** This shall extend to any claim arising from the Vehicle’s condition. Such indemnification shall not be limited by any insurance policy. Lender may select its own legal counsel in any suit filed against it for any claim arising from or relating to the Vehicle during such time as the vehicle is in the possession of Borrower. Nothing herein shall be deemed to be a waiver of sovereign immunity or the limits provided for in Section 768.28, Florida Statutes by either Party. Nothing herein shall be deemed as consent to be sued by any third party by either Party.
5. **Vehicle Condition:** The Lender makes no representation as to the condition of the Vehicle. **The Borrower hereby accepts the Vehicle as-is with any and all defects, known or and unknown, and assumes all liability that may arise from such defect. Borrower acknowledges that it shall have no cause of action or claim against Lender**

for any damage, loss, or casualty that may result as a result of the Vehicle's condition. Borrower shall not be required to pay for or fix mechanical defects that are pre-existing or arise during Borrower's use of the Vehicle that are not a result of Borrowers use of the Vehicle.

6. **Return of Vehicle:** The Borrower shall return the Vehicle to Lender no later than April 26, 2024 unless such date of return is extended by written/email agreement from the Lender. The Vehicle shall be returned in the same condition as received by the Borrower, less normal wear and tear. Borrower shall pay for any and all damage, loss, or other casualty to the Vehicle. Borrower shall not be required to pay for or fix mechanical defects that were pre-existing or arise during Borrower's use of the Vehicle that are not a result of Borrowers use of the Vehicle.

By signing below, both parties acknowledge and agree to the terms outlined in this Borrowed Vehicle Agreement.

FOR LENDER

Frank Babinec
Frank Babinec (Apr 24, 2024 19:23 EDT)

Frank Babinec, City Manager

APPROVED TO FORM

Andrew B. Dunkiel

Andrew B. Dunkiel, Deputy City Attorney

FOR BORROWER

Sheila Rose
Sheila Rose (Apr 24, 2024 19:19 EDT)

Sheila Rose, City Manager

APPROVED TO FORM

Kathryn M Mehaffey
Kathryn M Mehaffey (Apr 24, 2024 19:14 EDT)

Kathryn Mehaffey, Deputy City Attorney











Coconut Creek Coral Springs Temp Fire Truck Use 42424


Final Audit Report

2024-04-24


Created:	2024-04-24
By:	Andrew Dunkiel (adunkiel@coralsprings.gov)
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-  Signer kmehaffey@coconutcreek.net entered name at signing as Kathryn M Mehaffey
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-  Signer srose@coconutcreek.net entered name at signing as Sheila Rose
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 Document e-signed by Frank Babinec (fbabinec@coralsprings.gov)

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 Agreement completed.

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