

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

EQUIPMENT LOAN AGREEMENT

THIS EQUIPMENT LOAN AGREEMENT (“Agreement”) is made as of this the __ date of _____, 2023 by and between ROWAN COUNTY, a body politic of the State of North Carolina (“County”) and _____ (“Borrower”). County and Borrower may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

WITNESSETH:

WHEREAS, County has purchased new replacement Motorola radios and desires to loan a certain number of such radios to each of the county municipalities or other agencies in an effort to standardize emergency communications among the several emergency services and/or law enforcement agencies; and

WHEREAS, Borrower desires to borrow the radios consistent with the terms contained herein; and

WHEREAS, this Agreement is authorized by North Carolina General Statutes, and the parties hereto have followed all of the necessary local and state procurement policies and are duly authorized to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises made herein below, the parties agree as follows:

1. Equipment. Subject to all terms and conditions of this Agreement, County will loan to Borrower the materials or equipment specified on the attached Exhibit A (the “Equipment”), as may be amended from time to time to reflect Equipment changes.
2. Term. The term (the “Initial Term”) of this Agreement shall be TEN (10) YEARS and begins on the __ day of _____, 2023, and expires on the __ day of _____, 2033, unless the Agreement is either sooner terminated or extended by mutual agreement in writing; provided, however, this Loan Agreement shall automatically extend for an additional TEN (10) YEAR period (the “Extension Term”) in the event that the County has not provided a total replacement of the Equipment prior to the expiration of the Initial Term.

3. Permitted Use. The Equipment shall be used for the sole purpose of emergency communications consistent with all adopted policies of the County as provided to each Borrower. At the end of the Term, Borrower shall return the Equipment in its original condition, ordinary wear and tear accepted.
4. Acquisition of Equipment. County has procured the Equipment consistent with state and local procurement policies and statutes.
5. Responsibility for Loss or Damage. Borrower is responsible, from the time Borrower takes possession of Equipment until Equipment is returned to the possession of County, for any Equipment that is lost or damaged beyond repair from the time Borrower takes possession until the Equipment is returned to the possession of County. "Damaged beyond repair" is defined as such damage determined by Motorola under any applicable repair policies or programs that exceeds "depot repair" costs, currently \$1,000.00). All other damaged Equipment shall be returned to the County and shall be repaired by the County under its available repair programs with Motorola, and to the extent available, County shall use reasonable efforts to provide replacement Equipment while any individual unit is being repaired or replaced.
6. Insurance. At all times during its possession of the Equipment, Borrower shall maintain all-risk insurance coverage against loss or damage of the Equipment up to its replacement value.
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, to the extent allowed by law, agrees to indemnify and save harmless County, its officers, agents, and employees from all loss, cost and expense arising out of any liability or claim of liability for damages to person or property arising out of its possession or use of the Equipment.
8. No Warranty. Borrower accepts the Equipment "As Is". County makes no warranty of any kind including that the Equipment is suitable for the use for which it is designed.
9. Termination. Either Party may terminate this Agreement at any time by giving one hundred eighty (180) days' written notice to the other Party. In addition, County may terminate this Agreement sooner than one hundred eighty (180) days in the event of Borrower's failure to comply with any of the terms and conditions of this Agreement; provided, however, the County shall provide written notice to Borrower of such breach and allow thirty (30) days for Borrower to cure the breach.
10. Ownership. The County shall at all times be the Owner of all Equipment herein. Because the Equipment serves as collateral for the County's financing of the Equipment, Borrower shall at all times maintain a complete log of all Equipment in its possession and shall provide such log to County upon request to confirm that all Equipment is readily available and in use.
11. Assignment. Borrower shall not assign this Agreement or any privileges granted hereunder without the prior written consent of County.

12. Notices. All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the Party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to County:

Rowan County Emergency Services

ATTN: Allen Cress, Director

130 West Innes Street

Salisbury, NC 28144

If to Borrower:

13. Entire Agreement. This Agreement contains the entire agreement of the Parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.

14. No Waiver. The waiver by County of any agreement, 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 the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of County to insist upon Borrower's performance in strict accordance with the terms of this Agreement.

15. Governing 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 North Carolina, without regard for its conflict of laws provisions, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement.

16. Severability. Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina 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.

{Signature Page Follows}

IN WITNESS WHEREOF, County and Borrower have executed this Agreement as of the date of the last signature below as indicated by the signatures of their authorized representatives.

BORROWER: _____,

Name: _____

ITS: _____

ROWAN COUNTY, a body politic of the State of
North Carolina,

Name: _____

ITS: Manager, Chairman

{NOTE: insert pre-audit from municipality}

EXHIBIT A

Equipment to be Loaned

Model	Dept	Model #	Serial Number
APX 4500	Police	M22URS9PW1BN	471CZR1149
APX 4500	Police	M22URS9PW1BN	471CZR1150
APX 4500	Police	M22URS9PW1BN	471CZR1151
APX 4500	Police	M22URS9PW1BN	471CZR1152
APX 4500	Police	M22URS9PW1BN	471CZR1153
APX 4500	Police	M22URS9PW1BN	471CZR1154
APX 4500	Police	M22URS9PW1BN	471CZR1155
APX 4500	Police	M22URS9PW1BN	471CZR1156
APX 4500	Police	M22URS9PW1BN	471CZR1157
APX 4500	Police	M22URS9PW1BN	471CZR1158
APX 4500	Police	M22URS9PW1BN	471CZR1159
APX 4500	Police	M22URS9PW1BN	471CZR1160
APX 4500	Police	M22URS9PW1BN	471CZR1161
APX 4500	Police	M22URS9PW1BN	471CZR1162
APX 4500	Police	M22URS9PW1BN	471CZR1163
APX 4500	Police	M22URS9PW1BN	471CZR1164
APX 6000R	Police	H98UCH9PW7BN	481CZB5839
APX 6000R	Police	H98UCH9PW7BN	481CZB5840
APX 6000R	Police	H98UCH9PW7BN	481CZB5841
APX 6000R	Police	H98UCH9PW7BN	481CZB5842
APX 6000R	Police	H98UCH9PW7BN	481CZB5843
APX 6000R	Police	H98UCH9PW7BN	481CZB5844
APX 6000R	Police	H98UCH9PW7BN	481CZB5845
APX 6000R	Police	H98UCH9PW7BN	481CZB5846
APX 6000R	Police	H98UCH9PW7BN	481CZB5847
APX 6000R	Police	H98UCH9PW7BN	481CZB5848
APX 6000R	Police	H98UCH9PW7BN	481CZB5849
APX 6000R	Police	H98UCH9PW7BN	481CZB5850
APX 6000R	Police	H98UCH9PW7BN	481CZB5851
APX 6000R	Police	H98UCH9PW7BN	481CZB5852
APX 6000R	Police	H98UCH9PW7BN	481CZB5853
APX 6000R	Police	H98UCH9PW7BN	481CZB5854
APX 6000R	Police	H98UCH9PW7BN	481CZB5855
APX 6000R	Police	H98UCH9PW7BN	481CZB5856
APX 6000R	Police	H98UCH9PW7BN	481CZB5857
APX 6000R	Police	H98UCH9PW7BN	481CZB5858

APX 6000R	Police	H98UCH9PW7BN	481CZB5859
APX 4500	Fire	M22URS9PW1BN	471CZP0996
APX 4500	Fire	M22URS9PW1BN	471CZR1492
APX 4500	Fire	M22URS9PW1BN	471CZR1493
APX 4500	Fire	M22URS9PW1BN	471CZR1494
APX 4500	Fire	M22URS9PW1BN	471CZR1495
APX 4500	Fire	M22URS9PW1BN	471CZR1496
APX 4500	Fire	M22URS9PW1BN	471CZR1497
APX 4500	Fire	M22URS9PW1BN	471CZR1498
APX 4500	Fire	M22URS9PW1BN	471CZR1499
APX 4500	Fire	M22URS9PW1BN	471CZR1500
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0688
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0689
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0690
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0691
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0692
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0693
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APX 6000XE	Fire	H98UCH9PW7BN	481CZD0695
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0696
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0697
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0698
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0699
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0700
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0701
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0702
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0703
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0704
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0705
APX 6000XE	Fire	H98UCH9PW7BN	481CZD0706