Equipment Rental Agreement – Kit of Parts

This Equipment Rental Agreement (“Agreement”) is entered into this Month XX, 2022, by and between the Southern California Association of Governments, hereinafter referred to as “SCAG” or “Owner” and Org Name, hereinafter referred to as “Renter,” collectively referred to herein as the “Parties.”

1. SCAG owns certain equipment known as the “Kit of Parts” (“Equipment” herein) for SCAG’s Go Human active transportation encouragement campaign.
2. Renter seeks to utilize SCAG’s Equipment, as specifically identified in the attached Exhibit “A,” for a demonstration project to be held in the Renter on Month XX, 2022.
3. For and in consideration of the mutual agreements contained herein and subject to the terms and conditions hereinafter stated, SCAG hereby authorizes Renter to use the Equipment.
4. The Renter shall have the right to use the Equipment for the following purposes and no other: As public engagement tools at  *XX Event/Festival on Saturday, Month XX, 2022, t*o which Renter shall ensure that SCAG’s logo shall be visible to the public as well as information regarding SCAG’s Go Human program is made available to the public at the event.

1. The Renter shall have the right to use the Equipment during the term of this Agreement which is from Month XX, 2022 to Month XX, 2022 (“Term”). The Term shall commence upon delivery of the Equipment by SCAG on Month XX, 2022. SCAG shall be notified in writing as soon as possible of any schedule changes or cancellations, no less than 48 hours in advance.

1. SCAG will deliver equipment on Month XX, 2022 to the following location: Address, City, CA 91731. The Renter shall inform SCAG upon demand of the exact location of the Equipment while it is in the Renter’s possession.
2. SCAG shall not charge the Renter any rental fee for use of the Equipment, provided that the Renter returns the Equipment to SCAG during or at the end of the Term.
3. The Renter shall be responsible for assembling the Equipment, and maintaining the Equipment during the Term of the rental at his own cost and expense. The Renter shall keep the equipment in a good state of repair, normal wear and tear excepted.
4. The Renter shall be responsible for returning to SCAG the Equipment. If the Equipment is not returned during or at the end of the Term, the Renter shall pay SCAG a penalty fee of $1500 per day from the end of the Term until the Equipment is returned to SCAG.
5. The Renter shall pay SCAG full compensation for replacement and/or repair of any of the Equipment which is not returned because it is lost or stolen, or any of the Equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. SCAG shall invoice the Renter for said replacement or repair at a cost of $12,500 for Challenge Items or $50,000 for the Kit of Parts, and said invoice is conclusive as to the amount the Renter shall pay under this paragraph for repair or replacement.
6. The Renter shall allow SCAG to enter Renter’s premises where the Equipment is stored or used at all reasonable times to locate and inspect the state and condition of the Equipment. If the Renter is in default of any of the terms and conditions of this Agreement, SCAG and its agents, at the Renter’s risk, cost and expense, may at any time enter the Renter’s premises where the Equipment is stored or used at all time and recover the   
   Equipment.
7. No allowance will be made for any of the Equipment which is claimed not to have been used by the Renter. Acceptance of the returned Equipment by SCAG does not constitute a waiver of any of the rights SCAG has under this Agreement or under State law.
8. SCAG makes no warranty of any kind regarding the Equipment, except that SCAG will provide Renter with instructions for assembly of the Equipment.
9. The Renter shall indemnify and hold harmless SCAG from all loss, costs and expense arising out of any liability, or claim of liability, for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever, by reason of possession, use or storage of the Equipment, whether authorized or not, or by any act or omission of the Renter or any of its agents, employees, guests, patrons, or invitees. The Renter shall pay for any and all damage to the Equipment, or the loss or theft of personal property of SCAG, done or caused by such persons.
10. The Renter shall procure and maintain, at its own expense, during the term of this Agreement liability insurance from a licensed insurance company. Lessee shall provide SCAG with a Certificate of Insurance evidencing insurance that includes the following: Comprehensive Liability Insurance with a minimum limit of One Million dollars per occurrence combined single limit to include premises, personal injury and operations. The Certificate of Insurance shall be submitted no later than one calendar day prior to the Event and shall list SCAG as an additional insured party.
11. For purposes of this Agreement, the following individuals shall serve as the principal contacts for SCAG and the Renter.

For SCAG: Cindy Giraldo

Southern California Association of Governments

900 Wilshire Blvd., Ste. 1700

Los Angeles, California 90017

(213) 236-1817

For Renter:

1. This Agreement shall not be assigned without written consent of SCAG.
2. In the event that the Renter breaches any term or condition of this Agreement, SCAG shall have the right to terminate this Agreement, to enter the Renter’s premises and obtain immediate possession of the Equipment, all without notice or resort to legal process and without any legal liability on its part.
3. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.
4. This Agreement cannot be orally amended or modified. Any modification or amendment hereof must be in writing and signed by the Parties.
5. This Agreement contains the entire understanding between the Parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged in this Agreement, and shall be of not further force and effect.
6. The effective date of this Agreement shall be the date in which the last of the Parties, whether Lessor or Lessee, executes this Agreement, and shall be set forth in the first paragraph hereof.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized officers on the respective dates set forth below.

Southern California Association Renter Name

of Governments (“SCAG”) (“Renter”)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:

Cindy Giraldo, CFO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

Approved as to form:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jeffery Elder, Deputy Legal Counsel II

Exhibit “A”

Description of Kit of Parts Equipment

The Go Human (Tactical Urbanism) Kit of Parts project complements the open streets and demonstration projects component of the campaign and involves the design, fabrication (or procurement), maintenance, storage, transportation and oversight for the installation of temporary demonstration elements. The demonstration elements should be designed to showcase innovative street design treatments that enhance safety and maximize walking and biking trips in a community and include signage elements that support robust community outreach and education on the design treatments. The Kit includes the following items:

* Parklet
* Curb Extension
* Pedestrian Refuge Island
* Creative/High Visibility Crosswalk
* Protected Bike Lane