

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**VEHICLE BORROWER AGREEMENT
BETWEEN CLASSIC CHEVROLET SUGAR LAND AND FORT BEND COUNTY**

This Vehicle Borrower Agreement (“Agreement”) is made and entered into on this day, by and between Fort Bend County (hereinafter referred to as “COUNTY”) and Classic Chevrolet Sugar Land, (hereinafter referred to as “SPONSOR”) concerning the lease of one CHEVROLET SILVERADO 1500 TRUCK, VIN 3GCPCNEC2GG350144.

IN CONSIDERATION of the mutual promises contained in this Agreement, the parties mutually agree as follows:

- 1.1 SPONSOR in and shall remain the owner of the vehicle(s) subject to this Agreement. County, by and through the Fort Bend County Constable Precinct Three Office (“Constable”), shall be and act as bailor for mutual benefit, and shall care and protect the vehicle(s) subject to this Agreement as property in bailment and according to the terms of this Agreement.
- 1.2 The term of this Agreement shall begin upon execution of both Parties and end September 30, 2021. The Agreement shall not automatically renew. Either party may terminate this Agreement upon thirty (30) days prior written notice. Upon termination of this Agreement, COUNTY shall be responsible for immediately returning the vehicle(s) to SPONSOR in the same condition as when originally loaned to COUNTY by SPONSOR, excepting normal wear and tear.
- 1.3 COUNTY agrees that the vehicle(s) is intended to be used for the Motorist Assistance Program (MAP) (“the Program”). Use of the vehicle(s) shall be pursuant to the Constable’s Vehicle Policy. The Constable’s Representatives are subject to the same disciplinary actions as set forth in its Vehicle Policy for violating the vehicle’s use, as set forth in this Agreement or in the Vehicle Policy. In no event shall the vehicle(s) be used on any personal errand.
- 1.1 SPONSOR will furnish and be responsible for the required inspection certificate for the vehicle(s) under this Agreement and the legal title shall be and remain in SPONSOR’S name. The vehicle(s) shall at all times remain the property of and/or under the registered ownership of SPONSOR. COUNTY acknowledges and agrees that it shall not acquire any right, title, or interest to the vehicle(s) hereunder, other than that of bailor and user.
- 1.2 All taxes and license charges, if any, levied on, or assessed against the vehicle(s) shall be borne by SPONSOR, including taxes and license charges levied or assessed by any tax or licensing authority on account of ownership or operation of the vehicle(s) during the term of this Agreement.
- 1.3 COUNTY shall provide all routine repair and maintenance on the vehicle(s). SPONSOR shall not be responsible for repairs based upon the acts, omissions and/or abuse of the vehicle(s) during the loan and use by COUNTY. Notwithstanding the preceding, prior to any repair or maintenance work to be performed, COUNTY shall notify SPONSOR of any repair and/or maintenance work required by the manufacturer’s warranty, by the manufacturer’s recommended service schedules, or by COUNTY’S use or observation of the vehicle(s).
- 1.4 COUNTY shall bear all normal operating expenses related to the vehicle(s), including, but not limited to, fuel and insurance premiums as set forth below. COUNTY shall also be responsible for all fines, levies, and charges occurring as a result of vehicle(s) usage, including but not limited to, fines for citations (moving and non-moving) and toll fares. COUNTY shall exercise its best efforts to maintain the vehicle(s) in its best operating condition, including routine visual and operational inspection and

observance of the vehicle's manufacturer's required and recommended service schedules. COUNTY also agrees to use its best efforts to keep the vehicle(s) clean.

- 1.5 COUNTY shall procure and maintain the following insurance with at least the following limits:
 - 1) Worker's Compensation, as and to the extent required by law, for all drivers and passengers of the vehicle(s) who are employees of COUNTY.
 - 2) Automobile – in an amount of at least \$1,000,000.00 per occurrence/aggregate for bodily injury and property damage. The policy shall name SPONSOR, its affiliated companies, and their respective shareholders, officers, representatives, agents, and employees as additional insureds.
- 1.6 In addition, COUNTY shall waive, and shall cause its insurers to waive, all rights of subrogation.
- 1.7 **It is agreed by SPONSOR and COUNTY that any action, real or assertive, at law or in equity, which arises out of or pertains to this Agreement, or arises out of any use of the operation of the vehicle(s) shall be governed by the laws of the State of Texas, without regard to any conflict or choice of laws, provision, or statute. Parties further consent that exclusive venue for actions arising out of this Agreement lies in Fort Bend County, Texas.**
- 1.8 Any and all notices or communication required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax a follows:

COUNTY: Fort Bend County
401 Jackson
Richmond, TX 77469
ATTN: County Judge

DEPARTMENT: Fort Bend County Constable's Office, Precinct 3
22333 Grand Corner Drive, Suite 103
Katy, Texas 77494
ATTN: Constable Pct. 3

SPONSOR: Classic Chevrolet Sugar Land
13115 Southwest Freeway
Sugar Land TX 77478 US

ATTN: _____

- 1.9 This Agreement constitutes the entire agreement by the parties hereto, and any prior or contemporaneously oral or written agreement shall be void and of no effect. All modifications or amendments to the Agreement shall be evidenced in writing, and any purported oral modifications of this Agreement shall be void. If there is a conflict between this Addendum and the Agreement, the provisions of the Addendum shall prevail.
- 1.10 In case any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be valid, binding, and effective, as if that invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 1.11 It is specifically agreed by the parties that the mutual consideration involved herein includes the promotion of the Program.

1.12 COUNTY represents and warrants that it has complied with all legal, regulatory, departmental, and administrative policies and requirements in entering into and executing this Agreement, and that the person executing below on behalf of COUNTY is duly and properly authorized to execute this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date below.

ACCEPTED AND AGREED TO:

FORT BEND COUNTY
STATE OF TEXAS

CLASSIC CHEVROLET SUGAR LAND

By: _____
Robert E. Hebert, County Judge

By: _____

Date: _____

(Printed Name)

ATTEST:

(Title)

Laura Richard, County Clerk

(Date)

Reviewed:
FORT BEND COUNTY CONSTABLE PCT 3

Wayne K. Thompson

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor