

STATE EQUIPMENT FLEET POOL AGREEMENT

TERMS:

1. Rental Terms:

- a. Rental agreement and charges begin on the beginning date the using agency reserved the asset in the Equipment Management System (EMS). The using agency is responsible for canceling reservations five (5) days prior to pick up so other agencies have the opportunity to reserve or use the asset. The following will be completed during the check-out process:
 - i. A complete walk around by the using agency and a State Equipment Fleet (SEF) employee. Any deficiencies or existing damage should be noted on the check-out sheet.
 - ii. Both document the walk around by initialing the check-out sheet.
 - iii. Insure the daily inspection sheets are located within the asset.
 - iv. The asset will be filled with fuel and a credit card is issued if light duty.
 - v. The asset is clean.
 - vi. The asset is lubricated.
- b. Extensions to a reservation must be made five (5) days prior to the end date of the reservation in the EMS. The extension may not impact future reservations. Contact the SEF POC noted in the reservation system if there is a conflict.
- c. Rental fees are billed monthly and appear on the Billing Statement received from SEF. Payment is due within 30 (thirty) days after receipt of the Billing Statement.
- d. Rental contract and fees end when the unit is physically turned in to the SEF shop where it was picked up and the following is completed:
 - i. A complete walk around by the using agency and an SEF employee.
 - ii. Both document the walk around by initialing the turn-in sheet.
 - iii. Turning in the completed daily inspection sheets with the asset.
- e. Assets must be returned:
 - i. Filled with fuel. If a fuel card is issued it must be returned with the asset.
 - ii. Clean, otherwise SEF will bill the user for cleaning the interior and/or exterior.
 - iii. Lubricated if required on the daily inspection check sheet.

2. Transportation:

- a. The using agency is responsible for all transportation to and from the SEF pool location.
 - i. Arrangements can be made to transfer a piece of equipment between two using agencies; however, the requirements in number 1.d and e above are still required to be completed.

3. Operation and Maintenance:

- a. At all times during the rental term and until the asset is turned in, the using agency shall provide trained operators for the equipment and shall assure that the equipment is operated properly and is not subjected to any careless, rough or improper use.
- b. The Using agency is responsible for and shall perform the daily maintenance requirements per the manufacturer's recommendations and is responsible for the costs thereof during the full rental term. These daily maintenance tasks shall

conform to factory recommendations, good industry practice, and within the guidelines of DOT&PF and SEF policies and procedures.

- c. The using agency shall not alter, modify or perform maintenance (other than daily inspection and lubrication) on the equipment without SEF's written agreement.
4. Maintenance, Repair and Replacement:
 - a. SEF will be responsible for all preventative maintenance and repairs associated with regular use and normal wear and tear. Using agencies will be responsible for repairs that are related to abuse, negligence, accidents, or avoidable incidents where reasonable care could have prevented damage.
 - b. Using agencies are required to fill out the provided daily walk around sheets, including the operators name and date. These will be turned in with the equipment. Failure to do so could result in a billable work order for any resulting repair work caused by maintenance failure of the using agency.
 - c. The user agency agrees to make the equipment available should a PM come due during the use of the equipment unless an emergency exists in which case SEF shall be notified.
 - d. The user agency agrees to notify SEF immediately should a repair be needed and schedule the equipment with the local SEF maintenance station. Should the repair take longer than ½ of the rental day (a rental day is defined as 10 hours) then that day will be removed from the rental charge, provided the repair is not due to abuse or negligence.
 - i. In the event the asset becomes inoperable, SEF will provide, if available, a comparable asset for the duration of the rental period. The user has the option to cancel the reservation and be liable only for costs from the beginning date of the reservation through the date of the equipment failure.
 - e. If an asset is under warranty and a recall or service bulletin is required to be completed the user agency agrees to return the equipment as soon as reasonably possible. Should the recall or service bulletin take longer than ½ of the rental day (considered 10 hours) then that day will be removed from the rental charge. Recalls and service bulletins for non-safety related items may be delayed until the equipment is turned in at the end of the rental period.
 - f. Fuel is not covered in the rental rate. For light duty assets a credit card will be issued and charges made to that credit card will show up with the rental charges. All assets are expected to be returned full of fuel. Failure to do so will result in a billable work order, costs to include fuel and labor time to refuel the asset.
 - i. The user agrees to pay all credit card charges during the rental period for which the user had possession of the credit card. It is the responsibility of the user to contact SEF immediately in the event the credit card is lost or stolen. There is a \$40 fee for replacement of a credit card that is lost or stolen.
5. Accidents and Damage:
 - a. All glass (windshield, etc.) is billable to the using agency.
 - b. The using agency will be billed for all work that is considered abuse, negligence, accident, or avoidable incident where reasonable care could have prevented damage. All damage will be noted on the turn-in sheet and signed off by both the SEF and the using agency. In the event there is hidden damage the last using agency will be notified and an opportunity given to review the damage prior to any billing.

In the case of a dispute it will be elevated to the SEF HQ for resolution with the using agency.

- c. If a unit is totaled in an avoidable accident or incident the using agency will be required to pay the remaining value (if full life) or salvage value if WX.