

AGREEMENT CONCERNING USE OF TRAILER

This agreement ("Agreement") is entered into by and between the City of Bay Minette, Alabama ("City") and the Baldwin County Commission of Baldwin County ("County"), concerning the use of a certain City-owned trailer ("Trailer"), more particularly described as follows: _____.

The County intends to use the Trailer for the following purposes: _____.

WHEREAS, the County has agreed to assume responsibility and control of the Trailer for the purposes described herein; and

WHEREAS, the County has agreed to assume all liability arising from or relating to the use of the Trailer.

NOW THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

1. The term ("Term") of this Agreement shall commence immediately upon the County taking possession of the Trailer and shall terminate upon return thereof by the County, which shall occur no later than _____.
2. The County agrees to assume responsibility for the operation, supervision, and control of the Trailer for and during the Term of this Agreement. It is understood and agreed that the City will not be responsible for any aspect of the maintenance, operation or care of the Trailer during the Term of this Agreement.
3. The County has inspected the Trailer and agrees to accept and use the Trailer in its current as-is condition. The City expressly disclaims all warranties, express or implied.
4. The County shall ensure that the Trailer is appropriately staffed, equipped and operated during the use thereof by the County.
5. The County shall ensure that all appropriate measures are taken to protect all occupants of the Trailer during use thereof by the County.
6. The County shall protect and preserve the Trailer from damage. The County shall return the Trailer to the City in the condition existing immediately prior to the County's use thereof. In the event of casualty to any of the Trailer, the County agrees to pay all insurance deductibles, if any, and to be responsible for any loss not covered by the City's insurance.
7. The County shall defend, indemnify, and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of, related to, or resulting from the use of the Trailer as provided for herein.

8. This Agreement constitutes the entire agreement between the parties, and merges into this Agreement all statements, representations, and covenants heretofore made, and any other agreements not incorporated herein are void and of no effect.
9. This Agreement may be amended or modified only by the written consent and agreement of the parties to this Agreement at the time of such amendment.
10. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to enforce every provision of this Agreement.
11. In the event that any of the provisions, or portions thereof, of this Agreement shall be held void or unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the day and year first herein written.

AGREED THIS _____ DAY OF OCTOBER, 2018.

Chairman, Baldwin County Commission

Robert A. Wills, Mayor of the City of Bay Minette