

VEHICLE USE AGREEMENT

THIS VEHICLE USE AGREEMENT (the "Agreement") is between Time To Change, Inc. (the "Vehicle Owner") and Adams County, Colorado ("County") and collectively the "Parties".

WHEREAS, Vehicle Owner provides certain services to occupants of a Community Corrections facility owned by County; and,

WHEREAS, in conjunction with the provision of certain services to occupants of the community corrections facility owned by the County, the County seeks to use a van owned by the Vehicle Owner to transfer individuals from the community corrections facility to a nearby bus stop; and

WHEREAS, Vehicle Owner is amenable to allowing County to use its vehicle to transport occupants of the community corrections facility to the bus stop.

Accordingly, in consideration for the use of Vehicle Owner's vehicle, the Parties agree as follows:

- 1. County's Responsibilities.** County shall be responsible for any and all costs or damages incurred by Vehicle Owner resulting from actions of County employed drivers while such drivers are operating Vehicle Owner's van. The County agrees to be solely responsible for any claims that may arise based on the actions of a County employed driver while said driver is operating Vehicle Owner's Van.
- 2. Worker's Compensation.** County shall provide all Statutory Workers' Compensation Insurance coverage required in Colorado for any person operating the Vehicle. Such insurance shall contain an endorsement waiving subrogation against Vehicle Owner.
- 3. Insurance.** Vehicle Owner shall maintain automobile insurance on the vehicle that covers any County employed drivers mutually agreed to by both parties as a suitable driver for stated purposes. This insurance shall be purchased and maintained at Vehicle Owner's sole expense.
- 4. Licenses, Safety and Health.** County represents and warrants that its employees, contractors, agents and agents' employees who will use the Vehicle Owner's vehicle are properly licensed to operate said vehicle and have received any training required by any federal, state or local agency for the operation of a vehicle and the transportation of persons contemplated by this Agreement, including PREA training as required.
- 5. Duration.** This Agreement is designed to be short term and shall terminate on the day that the building received a Certificate of Occupancy or can be cancelled by either party with three days written notice.

6. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Colorado.

7. Severability. If for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not so held invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect, unless the provision is material and its invalidity results in substantial economic detriment to any party, in which event the parties agree to negotiate in good faith a reasonable resolution.

8. No Third Party Beneficiaries. The parties to this Agreement have not entered into this Agreement for the benefit of any third party and do not intend that any benefits of this Agreement inure to the benefit of any third party.

9. Amendment. This Amendment shall not be altered, waived, amended or extended, except by written agreement signed by both parties.

10. Entire Agreement. The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms, conditions, and covenants, and also agree that it constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all prior negotiations, conversations, or discussions between the parties relating to the subject matter of this Agreement.

WHEREFORE, Vehicle Owner and County have executed this Agreement, or have caused this Agreement to be executed by their duly authorized representatives, as of the date first mentioned above.

AGREED AND ACCEPTED:

TIME TO CHANGE, INC.

ADAMS COUNTY, COLORADO

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to form:

Adams County Attorney's Office