

SPEED SENTRY BORROWING AGREEMENT

This Agreement outlines the terms and conditions under which the Speed Sentry will be made available by RideWise Inc. and the responsibility of the party which is borrowing and using the device.

This Agreement is made between RideWise Inc., a 501c3 non-profit acting by and through its Board of Directors, located at 360 Grove Street, Bridgewater, NJ 08807 ("RideWise Inc.")

And

[NAME OF ENTITY] ("Borrower")

1. Agreement. RideWise Inc. hereby loans to the Borrower, and the Borrower hereby borrows from RideWise Inc., the Equipment described in Item 18.

2. Term of Agreement. The Equipment will be borrowed during the month(s) of _____, during the year _____ which will be the effective term of this Agreement.

3. Installation and Data Collection. RideWise Inc. will install the Equipment, monitor its settings, collect data and change the batteries. The Borrower will be responsible for ensuring that there is an appropriate channel post to attach the sign in accordance with the "Placement Conditions" outlined in Item 6. If an existing channel post does not meet these conditions, the borrower shall be responsible for installing a channel post.

4. Rental Payments. There is no charge for the use of this Equipment.

5. Placement Conditions.

- The Equipment needs to be mounted to a sturdy, upright channel post (the type with holes down the middle). **Preference is to place the Equipment under an existing speed limit sign to make it obvious how fast the driver should be traveling.**
- The Equipment must be **mounted 6-8 feet high from the surface of the paved road.** (The channel post cannot be in a ditch)
- The Equipment **should be mounted along a relatively straight stretch of road** where there are not any cross streets or busy driveways that could interfere with data recording. Placing the Equipment too close to a cross street will reduce the speed averages as it records the slower speed of turning vehicles.



- The Equipment must be mounted where there is a clear visual field for the radar to detect vehicles and the sign is visible to oncoming vehicles. The **Equipment may not be placed where obstructions such as tree limbs and other signs on the road** will interfere with visibility and radar sensitivity.

6. **Insurance.** The Borrower shall carry comprehensive, general, public liability and property damage insurance covering the Equipment. The limits of liability shall be \$1,000,000, combined single limits. RideWise Inc. will be named as an additional insured.

The Borrower shall attach to this agreement a Certificates of Insurance.

7. **Warranties.** RideWise Inc. makes no warranties or guarantees, either express or implied, without limitation, as to the condition of the Equipment.

8. **Prohibition of Assignment.** The Borrower shall not assign, transfer, pledge this Agreement, or lend the Equipment to another party or permit the Equipment or any part thereof to be used by anyone other than the Borrower or its employees.

9. **The Borrower's Use of the Equipment.** The Borrower will use the Equipment for a public purpose only. The Borrower shall use the Equipment in a careful and proper manner and shall comply with and conform to all laws, ordinances and regulations which relate in any manner to the possession, use or maintenance of the Equipment. The Borrower will not let any other party use or operate the Equipment, except for RideWise Inc. representatives for the purposes of data collection and adjustment.

10. **Alterations Prohibited.** The Borrower shall not make any alterations or additions to the Equipment, without the prior written consent of RideWise Inc. If repairs or additions are necessary during the loan period, the Borrower shall contact RideWise Inc.

11. **Repairs and the Borrower's Obligation to Pay for Repairs.** If the Equipment needs repair while in possession of the Borrower, they shall contact RideWise Inc. The Borrower will not undertake any repairs without RideWise Inc.'s consent. RideWise Inc. must make, arrange or agree to all repairs. Repairs, if caused by misuse of the Equipment during the loan, must be paid for by the Borrower. RideWise Inc. will not be responsible for any lost time or any other damages or costs which the Borrower incurs because the Equipment is down and in need of repair. RideWise Inc. retains the right to terminate the contract rather than repair the Equipment.



12. Risk of Loss. The Borrower hereby assumes and agrees to bear the entire risk of loss and damage to the Equipment from any cause arising from the Borrower's intentional misuse or negligent use of the Equipment.

In the event of loss or damage of any kind whatsoever to the Equipment arising from Borrower's intentional misuse or negligent use of the Equipment, the Borrower shall, at RideWise Inc.'s sole option:

(i) Place the Equipment in good repair, working order or pay to do so, or;

(ii) Replace the Equipment with like property in good repair, and working order; or if the Equipment is stolen, destroyed or damaged beyond repair, pay RideWise Inc. in cash or its equivalent the full replacement value, it being understood the full replacement value of the unit.

13. Indemnity. The Borrower shall indemnify RideWise Inc. against, and hold RideWise Inc. harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from Borrower's intentional misuse or negligent use of the Equipment. Alternatively, RideWise Inc. shall indemnify and hold harmless, the Borrower from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees arising out of, connected with or resulting to the Equipment or its use where the Borrower has not intentionally misused or negligently used the Equipment.

14. RideWise Inc.'s Expenses. The Borrower shall pay RideWise Inc. all costs and expenses, including reasonable attorneys' fees, incurred by RideWise Inc. in exercising any of its rights or remedies hereunder.

15. Non-waiver. No covenant or condition of the Agreement can be waived except by the written consent of RideWise Inc.

16. Equipment for Loan Includes:

- One All Traffic Solutions Shield Radar Speed Display Serial # 19120187
- Two lithium battery packs
- Mounting bracket and hardware

17. Entire Agreement. This instrument constitutes the entire agreement between RideWise Inc. and the Borrower; and it shall not be amended, altered or changed except by a written agreement between the two parties.

The parties have read and understand the Agreement fully. It is signed in accordance with New Jersey law by the duly authorized corporate officers of the Borrower and RideWise Inc. The undersigned



has considered the placement recommendations in Paragraph 6 and attached insurance as instructed in Paragraph 7.

RideWise Inc. Representative: _____

Printed Name: _____

Date: _____

Borrower Representative: _____

Printed Name: _____

Date: _____