

# Mississippi Local Technical Assistance Program Retroreflectometer Loaner Program Memorandum of Understanding

1. This contract is between \_\_\_\_\_ "Borrowing Agency",  
\_\_\_\_\_ (Address) and MDOT Local Technical Assistance Program.

**NOW THEREFORE**, the parties mutually agree as follows:

2. **Terms and Conditions of Loan.** MDOT Mississippi LTAP Center will lend the RoadVista 922 Retroreflectometer to the above borrowing agency on the terms and conditions of this agreement. The RoadVista 922 Retroreflectometer shall be loaned from **(insert date)** until **(insert date)**, the loan period.
3. **Training.** The borrowing agency must attend the Retroreflectometer Hands-on training and Sign Retroreflectivity workshop before the equipment is loan out. A certificate will be given to each participant and it is valid for only two years.
4. **Pickup of Equipment.** The borrowing agency must arrange a mutually convenient time to pick up the equipment on the first day of the loan period and to return it on the last day of the loan period.
5. **Payment.** The RoadVista 922 Retroreflectometer equipment is to be loaned free of charge. A late fee will apply to the borrowing agency in the amount of **\$25 per day** for each day beyond the agreed upon return date.
6. **Title and Risk.** Title and all rights to the equipment shall at all times remain with MDOT Mississippi LTAP Center. The borrowing agency acknowledges that it has no right, title or property in the equipment. The LTAP Staff will check to ensure the retroreflectometer is working properly prior to pick-up. The risk of any loss to the equipment will become the responsibility of the borrowing agency upon it leaving the MDOT LTAP

Center possession and shall not revert back to MDOT LTAP Center until the equipment is back on MDOT premises.

7. **Damages.** The borrowing agency is required to reimburse MDOT LTAP Center for the repair or replacement cost of any equipment that receives obvious intentional or negligent damage.

In case of obvious accidental damage, the borrowing agency is required to reimburse MDOT LTAP Center for any repairs required to return the equipment to its best possible operation. If the equipment cannot be repaired the borrowing agency is required to reimburse the LTAP Center 50% of the replacement cost of the equipment.

If the retroreflectometer is stolen, the borrowing agency is required to file a police report and provide a copy of that report to MDOT LTAP Center. The borrowing agency agrees to pay the replacement cost in the sum of **\$9,275.00**.

8. **Cleanliness.** The equipment should be appropriately cleaned prior to the loan period by the MDOT LTAP Staff and following the loan period by the borrowing agency to avoid risk of cross contamination.

9. **MDOT LTAP Center Obligations.** MDOT will provide the borrowing agency with operating, and servicing instructions as appropriate. The LTAP Staff will provide the necessary information about training requirements for the correct use of the retroreflectometer.

10. **The Borrowing Agency Undertakings.** (a) The agency borrowing the retroreflectometer equipment agrees that during the load period it shall keep the equipment in its possession and control and ensure that it is secure against loss, damage and thief; (b) The agency must operate the equipment in accordance with any operating instructions issued for its and for the purpose it was designed; (c) Ensure that the equipment is used by an appropriately skilled and trained member of staff; (d) Any required maintenance and repair of equipment shall be performed by approved personnel; (e) Ensure that identification marks or labels on the retroreflectometer are not removed, defaced, amended, and obscured including those which identify the equipment as belonging to MDOT LTAP Center.

11. **Inventory of Equipment.** Please list all equipment being loaned and serial number where applicable.

Equipment on Loan	Serial Number

Signed on behalf of MDOT LTAP Center

Signature\_\_\_\_\_

Date\_\_\_\_\_

Print Name\_\_\_\_\_

Position\_\_\_\_\_

Signed on behalf of (insert name of borrower)

Signature\_\_\_\_\_

Date\_\_\_\_\_

Print Name\_\_\_\_\_

Position\_\_\_\_\_