

## AGREEMENT TO BORROW COUNTY PROPERTY

This Agreement is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Cheyenne County (the "Lessor") and \_\_\_\_\_ (the "Lessee").

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described property from Cheyenne County on the terms and conditions stated herein:

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2. The term of this Agreement shall commence on date listed above and shall expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

3. Lessee shall pay a deposit in the amount of **\$500** prior to taking possession of the property listed above. All checks shall be made payable to Cheyenne County. The deposit will be refunded to Lessee promptly following Lessee's performance of all obligations in this Agreement. In the event that the Lessee's deposit is forfeited, the Lessee may appeal to the Board of Commissioners of Cheyenne County, Colorado by calling (719) 767-5872 to request a hearing or send an appeal in writing to the Cheyenne County Commissioners, P.O. Box 567, Cheyenne Wells, Colorado 80810.

4. Lessee shall use the County property in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the County property.

5. Lessee hereby assumes and shall bear the entire risk of loss, theft, destruction or damage to the County property listed above from any and every cause whatsoever while in possession of Lessee. In the event of loss or damage of any kind whatsoever to the County property, Lessee shall, at Lessor's option: Place the same in good repair, condition and working order; or replace the same with like items in good repair, condition and working order; or pay to Lessor the replacement cost of the County property. Lessee shall make no alteration or attachment with respect to the County property without prior written consent of Lessor.

6. Upon the expiration or earlier termination of this Agreement, Lessee shall return the County property to Lessor in good repair, condition, working order and appearance as of the date of this Agreement, by scheduling delivery with the Lessor the aforementioned items at Lessee's cost and expense as listed in Exhibit A to such place as Lessor shall specify.

7. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the County property listed above, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the County property.

8. If Lessee fails to keep or perform any provision of this Agreement, Lessor shall have the right to exercise any one or more of the following remedies: To sue for and recover all payments, then accrued or thereafter accruing; to take possession of the County property, without demand or notice, wherever same may be located, without any court order or other process of law; to terminate this Agreement; to pursue any other remedy at law or in equity.

9. Lessee shall be and remain liable for the full performance of all obligations under this Agreement. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

10. The County property listed above is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.

11. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of protecting the interest of Lessor, which may include providing proof of liability insurance.

12. This Agreement is not executed without the prior written consent of Lessor.

13. This Agreement shall be construed and enforced according to laws of the State of Colorado. This instrument constitutes the entire Agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

14. Only County equipment, operated by County employees, shall be used to move any and all County property, unless otherwise agreed upon by Lessor. Furthermore, no one is allowed to load or unload picnic tables without a county representative present to supervise.

The parties hereto have executed this Agreement as of the day and year first above written.

Lessee: \_\_\_\_\_

(Please print name of entity, individual or group requesting use of County property)

By: \_\_\_\_\_

(Please print name and title of Lessee Representative)

Lessee Signature: \_\_\_\_\_

Lessee Phone Number and Address: \_\_\_\_\_

Lessor: \_\_\_\_\_

(County Authorized Signature)

**CHEYENNE COUNTY, COLORADO**

**EQUIPMENT RATES**

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<b>DESCRIPTION</b>	<b>EQUIPMENT RATE COSTS</b>
<b>SINGLE AXLE TRUCKS</b>	<b>\$50.00 PER HOUR</b>
<b>SEMI TRACTORS</b>	<b>\$50.00 PER HOUR</b>
<b>TANDEM TRUCKS</b>	<b>\$75.00 PER HOUR</b>
<b>GRADERS</b>	<b>\$115.00 PER HOUR</b>
<b>DOZERS</b>	<b>\$115.00 PER HOUR</b>
<b>BACKHOE/LOADER</b>	<b>\$75.00 PER HOUR</b>
<b>LOADERS</b>	<b>\$115.00 PER HOUR</b>
<b>FARM TRACTORS &amp; MOWER</b>	<b>\$90.00 PER HOUR</b>
<b>TRACK HOE</b>	<b>\$125.00 PER HOUR</b>

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**PLUS \$25.00 PER HOUR FOR OPERATOR**

**PAYMENT TO BE MADE TO:  
CHEYENNE COUNTY  
P.O. BOX 567  
CHEYENNE WELLS, COLORADO 80810**

**PAYMENT SHALL BE PAID IMMEDIATELY UPON COMPLETION OF PROJECT.  
HOURS MUST CORRESPOND TO HOURS REPORTED BY THE OPERATOR.**