

## Universal Changing Table and Restroom Trailer Lending Agreement

This Universal Changing Table Lending Agreement (“Agreement”) is entered into by and between the Clermont County Board of Developmental Disabilities (“Board”) and \_\_\_\_\_ (“Borrower”). It is executed in two counterparts, each of which is an original.

### I. Overview

The Board is a county board of developmental disabilities organized pursuant to R.C. Chapter 5126. Borrower is \_\_\_\_\_.

The Board owns a Universal Changing Table and Restroom Trailer (“Trailer”) that the Board wishes to make available for use by the Board and third parties to enable greater accessibility to community events for individuals with developmental disabilities. Borrower would like to use the Trailer for [\_\_\_\_\_] for the date range of \_\_\_\_\_. The Board and Borrower have agreed to the terms and conditions below in connection with Borrower’s use of the Table.

### II. Lending term

This Agreement shall be in place from the date of execution, set forth below, up and until the date range above.

### III. Board obligations

A. When lending the Trailer to Borrower, the Board shall:

1. Provide manufacturer directions on set up and use of the Trailer, including sharing any manufacturer’s manual, but the Board has no responsibility to train or educate the Borrower;
2. As agreed upon between the parties in writing, either have a Board staff member, volunteer or independent contractor available at the event for which the Borrower is using the Trailer or have a Board staff member available by telephone;
  - a. If neither Board staff nor Borrower will monitor use of the Trailer, the parties shall prepare, and Borrower shall post in a conspicuous place, both instructions to use the Trailer and a disclaimer that persons using the Table do so at their own risk.
3. As agreed upon between the parties in writing, arrange for the Trailer to be delivered to the event for which the Borrower is using the Trailer or advise Borrower as to the timing and manner in which Borrower can take possession of the Trailer.
4. Provide all supplies necessary to ensure the Trailer can be used for its intended use.
5. Provide to Borrower, in writing, the date and time by which the Trailer must be returned to the Board.

- B. The Board may insure the Trailer for damage or loss under its property insurance coverage in such amounts and under such conditions as the Board may determine in its sole discretion.

#### **IV. Borrower's obligations**

- A. As a condition of using the Trailer, Borrower shall do the following:

1. Confirm in writing that it has received training on the set up and use of the Trailer, including any manufacturer's manual, and understands how to set up and use the Trailer. Must provide Proof of Insurance coverage for use of Trailer.
2. Use the Trailer for its intended purpose only and shall only be moved by Board staff.
3. Immediately communicate with the Board staff member on site, or call the Board staff member by telephone, should there be any problems with setting up or using the Trailer.
4. To the extent Borrower is using the Trailer at a community event, park, fair, festival, etc., it shall comply with all rules imposed by the regulating body of the community event, park, fair, festival, or the like. Any costs associated with the location shall be borne by Borrower.
5. Return the Trailer to the Board in the same condition in which it was received and on or before the date and time required by the Board.

- B. **Property Insurance.** Borrower shall obtain property insurance to cover loss or damage to the Trailer, whether through acts or omissions of Borrower or any third parties. Borrower shall have the Board named as an additional insured on the property insurance policy and shall provide a copy of the declaration page to the Board if requested by the Board. Regardless of its obligation to obtain insurance for the Trailer, the Borrower will be responsible for the cost of repairing or replacing the Trailer if the Trailer is lost, damaged or destroyed while in the use of Borrower. The Board shall, in its sole discretion, determine whether to repair or replace the Trailer should it be damaged while in Borrower's possession, custody or control.

- C. **General Liability Insurance.** Borrower shall obtain general liability insurance related to its possession, custody, control and use of the Trailer in a face amount that is normal and customary. Borrower shall have the Board named as an additional insured on the general liability insurance policy and shall provide a copy of the declaration page to the Board if requested by the Board. Borrower shall hold harmless and defend the Board against any claims for liability or damages related to or arising out of Borrower's possession, custody, control, and use of the Trailer.

**D. Motor Vehicle/Trailer Insurance.** In the event Borrower will transport the Trailer with its own vehicle or by way of a towed trailer, Borrower shall obtain motor vehicle insurance coverage to protect against injury or loss to persons or property and insurance as necessary to protect the contents of the trailer being towed. Borrower shall have the Board named as an additional insured on the motor vehicle insurance policy and shall provide a copy of the declaration page to the Board if requested by the Board.

**V. Miscellaneous terms A. Material breach of Agreement**

A breach of any section of this Agreement by Borrower constitutes a material breach of this Agreement for which the Board may seek any remedy to which it is entitled. Such remedies include, but are not limited to, (1) repossession of the Trailer without demand or notice, without any court order or other process of law, and without liability to Borrower. Repossession of the Trailer alone does not constitute a suspension or termination of this Agreement; (2) suspension of this Agreement, in the Board's sole discretion; (3) termination of the Agreement, in the Board's sole discretion; and (4) any other remedy the Board may have at law or equity. No right or remedy conferred upon the Board or reserved to it in this Agreement is exclusive of any other right or remedy provided by law or equity. Borrower shall be liable for all costs and expenses, including reasonable attorney's fees, the Board incurs to enforce its rights under any provision of this Agreement.

**B. Waiver**

If a party waives a breach of this Agreement by the other party, that waiver will not operate or be construed as a waiver of later similar breaches. The failure or delay of a party to enforce any rights under this Agreement does not affect its ability at a later time to enforce such rights.

**C. Ownership**

This Agreement does not transfer title to the Trailer to Borrower. The Trailer is and shall remain the Board's property.

**D. Notices**

All notices or other communications with respect to this Agreement shall be effective upon receipt. Notices shall be addressed as follows:

**To the Board:**

Dan Ottke, Superintendent  
Clermont County Board of Developmental  
Disabilities  
2040 US Hwy 50  
Batavia, OH 45103

**To Borrower:**

NAME, TITLE  
NAME  
ADDRESS  
ADDRESS

**E. Headings**

Headings are provided for ease of reference only. They are not part of this Agreement and have no substantive effect upon its construction.

**F. Assignment**

This Agreement shall be binding upon and inure to the benefit of the Board and the Borrower. Neither this Agreement nor any rights hereunder shall be assignable by the Borrower, and any such purported assignment by Borrower shall be void and of no force or effect.

**G. Severability**

Should any provision of this Agreement be held unlawful, that provision alone shall be severed from the Agreement. Provided the balance of the Agreement remains capable of meaningful execution, it shall remain in full force and effect. The parties shall meet within thirty (30) calendar days following a final judicial determination of unlawfulness to negotiate a replacement provision.

**H. Venue/Choice of law**

This Agreement is entered into in Clermont County, Ohio. It is governed by the laws of Ohio. Venue for judicial or arbitral construction shall only be proper in the state courts of Clermont County, Ohio.

**I. Entire agreement**

This document, consisting of four (4) pages, contains the entire agreement between the Board and Borrower regarding Borrower’s use of the Table. All other agreements, whether written or oral, are void. This Agreement may not be amended except by a writing executed by both the Board and Borrower.

**Clermont County Board of Developmental Disabilities**

By: \_\_\_\_\_ Date \_\_\_\_\_  
NAME, Superintendent

Board Resolution April 2024

**NAME**

By: \_\_\_\_\_ Date \_\_\_\_\_  
NAME, TITLE

Remember to DOWNLOAD THIS FORM, fill it out, and email it along with your Reservation Form and insurance policy to James Taylor: jtaylor@clermontd.org).