

AGREEMENT FOR THE LOAN OF US ARMY MATERIEL

For use of this form, see AR 700-131; the proponent agency is DCS, G-4.

This form will be used to enter into agreements relative to the loan of Army materiel between the United States Army and -

- 1. Non-DOD Federal departments and agencies.*
- 2. Civilian activities specifically authorized to receive Army materiel on loan. Paragraphs below are applicable to cases, as cited above, unless otherwise specified at the beginning of each paragraph.*

This loan agreement is entered into, by, and between the United States of America, hereinafter called "the lender," represented by (b) _____

for the purpose of entering into this agreement; and (a) _____

hereinafter called "the borrower," represented by (c) _____

for the purpose of entering into this agreement.

1. PURPOSE. Under the authority of (d) _____ the lender hereby lends to the borrower and the borrower hereby borrows from the lender the Government materiel, hereinafter called "the materiel," listed and described in Exhibit I hereto attached and incorporated by reference into the terms of this agreement, which materiel is required by the borrower for (e) _____

2. TERM. This loan of materiel is intended to meet a temporary need covered by federal law. The borrower will keep the materiel only for the period of (f) _____. Loans may be renewed, if justified, and requested by the borrower and approved by the lender. Nevertheless, the lender may revoke and terminate this agreement and demand return of the materiel in whole or in part at any time.

3. CONDITIONS. This agreement is predicated upon the following conditions:

a. The lender will make every effort to ensure that each item of the materiel is furnished to the borrower in a serviceable and usable condition according to its originally intended purpose. However, if the use for which the materiel is loaned will permit, materiel of a lesser condition will be loaned. This lesser condition will be noted on the appropriate loan documents. Nevertheless, the lender makes no warranty or guarantee of fitness of any of the materiel for a particular purpose or use; or warranty of any type whatsoever.

b. The borrower will appoint a representative for the purpose of making a joint inspection and inventory of all materiel when the borrower physically picks up or returns the borrowed materiel. Upon pickup (*or receipt after shipment*) of the borrowed materiel, the accountable property officer of the borrowing activity (*or his authorized representative*) will sign the appropriate documents acknowledging receipt and possession of the materiel. Upon return of the materiel to the Army, the borrower will certify that "the quantities listed in the shipping documents(s) are correct." In instances where borrower representatives authorized to receive and sign for borrowed materiel, are not available when the materiel is delivered, all claims for costs related to the loan will be valid.

c. The borrower is responsible for care and maintenance of borrowed materiel during the term of the loan. The borrower will provide sufficient personnel and facilities to adequately operate, maintain, protect, and secure the borrowed materiel. The borrower will maintain the materiel in a serviceable condition and ascertain that it is returned to the Army in as good a condition as when it was loaned (*fair wear and tear excepted*). Records of maintenance performed will be kept and returned to the Army with the borrowed materiel. (*NOTE: When appropriate, the borrowing activity will place the materiel in a "properly preserved" status prior to or upon return.*)

d. The borrower will store, safeguard, and secure high value items, or arms in a manner consistent with common practice, public law, and local ordinances.

e. The borrower will prevent misuse of borrowed materiel; or its use by unauthorized persons.

f. The borrower will neither make nor permit any modification or alteration of any borrowed materiel except with permission of the approving authority for the loan.

g. The borrower will not mortgage, pledge, assign, transfer, sublet, or part with possession of any borrowed materiel in any manner to any third party either directly or indirectly except with the prior written approval of the lender.

h. At all times the lender shall have free access to all loaned materiel for the purpose of inspecting or inventorying it.

i. The borrower will return borrowed materiel to a location designated by the lender when the materiel is no longer needed; upon termination of the loan period *(including any approved extension)*; or upon demand therefore by the lender. The lender will provide documents to be used by the borrower to return the materiel.

j. *(Applicable to agreements involving the loan of an Army building.)* The building will not be moved. Upon termination of its use, the borrowing activity will vacate the premises, remove its own property therefrom, and turn in all Government property.

4. PAYMENT. The borrower will reimburse the lender for expenses incurred in connection with this loan as provided below:

a. *(Applicable to loan agreements with civil authorities - except for FEMA requested disaster assistance - and civilian activities only.)* Before delivery of any materiel by the lender, the borrower will post with the approving authority a surety bond and a certified bank check, US Treasury bonds, or bonding company bond in the amount of the total value of the materiel as shown in Exhibit I *(See paragraphs 2-8 a(2)(a) and 2-8 a(2)(b). AR 700-131, for exceptions where a "double bond" is required.)* The bond, marked Exhibit II *(properly executed surety bond and evidence of deposit with the approving authority of certified check, United States of America Treasury bonds, or bonding company bond in the amount of the grand total shown on Exhibit I)*, is hereto attached and incorporated by reference into the terms of this agreement.

b. *(Applicable to loan agreements with civil authorities - except for FEMA requested disaster assistance - and civilian activities only.)* Should the borrower fail to return any of the borrowed materiel or fail to reimburse the lender within 30 days after receiving a request for payment of expenses, the bond shall be forfeited as liquidated damages in an amount equal to the expenses, the bond shall be forfeited as liquidated damages in an amount equal to the expenses to the Government.

c. *(Applicable to loan agreements with civil authorities - except for FEMA requested disaster assistance - and civilian activities only.)* Payment of liquidated damages by forfeiture of any portion of the bond to the Government shall not operate as a sale to the borrower of any of the materiel available to be returned, but not returned to the lender, nor to extinguish the lender's right to have the available missing materiel returned. Should the borrower later return to the lender any of the missing materiel on account of which a portion of the bond was forfeited as liquidated damages, the borrower shall be entitled to recoup from the lender a sum equal to 90 percent of the price of the returned materiel as shown on Exhibit I, less an amount in payment for expenses, if any, computed in accordance with Chapter 5, AR 700-131, and less an amount for depreciation.

d. *(Applicable to loan agreements with civil authorities and civilian activities only.)* If the normal life expectancy of borrowed materiel can be determined by reference to applicable military publications, the amount to be assessed for depreciation shall be computed by the straight line method using the price shown on Exhibit I and the date of expiration or termination of this loan as initial points. When normal life expectancy is not established by applicable military publications, the amount for depreciation shall be computed by the same method, applying a uniform depreciation rate of 50 percent per annum.

e. *(Applicable to loan agreements with civil authorities and civilian activities only.)* The borrower will assume all responsibility for Army claims arising from the possession, use, or transportation of the borrowed materiel, and agrees to hold the lender harmless from any such claims and liability. The borrower will protect the interest of the lender by procuring comprehensive insurance for all borrowed materiel to include coverage for liability, property damage, fire, and theft, and deductible collision insurance for motorized vehicles. The borrower will file duplicate copies of such insurance policy *(ies)* with the lender and prepare accident reports in accordance with existing laws and local ordinances.

f. The borrower will bear the cost of pickup and return of borrowed materiel; and, will reimburse the lender for costs incurred incident to packing, crating, handling, movement, and transportation of the materiel.

g. The borrower will reimburse the lender for any expenses necessary to repair, rehabilitate, or preserve the materiel following its return to the lender. *(NOTE. Of any borrowed materiel, unless depreciation is significant.)*

h. The borrower will reimburse the lender *(as indicated and at the price shown on Exhibit I)* for the cost of all of the expendable materiel *(including, but not limited to, petroleum, oil, and other lubricants)* used or consumed during this loan.

i. The borrower will reimburse the lender for costs incident to the pay of Army personnel who may be temporarily required to operate, maintain, guard, or otherwise attend to borrowed Army materiel. This includes travel and per diem costs for both Army uniformed and civilian personnel and regular salary and overtime costs for Army civilian.

j. The borrower will reimburse the lender for any other expense to the lender arising in connection with the loan of Army materiel.

k. *(Applicable to loan agreements with Federal departments and agencies only.)* The lender will indicate the specific accounting classification(s) against which any charges as enumerated above will be charged.

5. OFFICIALS NOT TO BENEFIT. No member or delegate to Congress shall be admitted to any share or part of this loan or to any benefit arising in connection with it.

6. CONTINGENCY FEES. No person or agency acting for or on behalf of the borrower to solicit or obtain this loan shall be paid any commission, percentage, brokerage, or contingent fee in any way connected with this loan.

7. DISPUTES. Any disputes concerning a question or fact arising under this loan agreement which are not mutually disposed of by the lender and the borrower shall be decided by the Secretary of the Army as the Government's Executive Agency, or by his designee.

8. REPAIR PARTS. *(Select applicable response)*

a. Repair parts may be obtained by purchase from commercial sources.

b. Repair parts may be obtained by purchase through a Defense Reutilization Management Office (DRMO), at no cost to the Government, in the same manner as authorized the general public, or by transfer from a DRMO authorized by AR 755-2.

c. Repair parts may be obtained from the lender by Supply Support Agreement (DD FORM 1144).

9. REVOCATION RIGHTS. The lender reserves the right to revoke all or any part of this agreement at any time. This materiel is loaned with the stipulation that it may be immediately recalled in support of DOD worldwide operational requirements.

10. INVESTIGATION AND REPORTING OF MISHAPS. (Select applicable response)

a. Equipment loaned to Army activities: The borrower will be held accountable and responsible for all equipment mishaps from the time of pickup or delivery, and will report all mishaps in accordance with AR 385-40. The lender will have access to any accident investigation proceedings and a copy of any accident investigation report will be forwarded to Commander, United States Army _____
Command, ATTN: _____ .

b. Equipment loaned to DOD activities: The borrower will assume full responsibility for all mishaps from the time of pickup or delivery. Reporting and investigation of all mishaps will be accomplished IAW the appropriate regulations of the borrower. The commander, United States Army _____
Command, ATTN: _____ will receive preliminary notification of any mishap, and, upon request, will receive a copy of the completed report.

c. Equipment loaned to non-DOD activities: Accident investigation will be accomplished in accordance with appropriate regulations and procedures of the borrower. The lender will have access to any accident investigation proceedings and a copy of any accident investigation report will be forwarded to Command, United States Army _____ Command, ATTN: _____ .

Done at (g) _____ this _____ .

TYPED NAME, GRADE/RANK OF ARMY APPROVING
AUTHORITY FOR THE LOAN, OR HIS DESIGNEE

SIGNATURE OR APPROVING AUTHORITY OR DESIGNEE

TYPED NAME OF CHIEF EXECUTIVE OR HIS AUTHORIZED
DESIGNEE OF THE BORROWING AGENCY OR ACTIVITY

SIGNATURE OF CHIEF EXECUTIVE OR DESIGNEE