

TACOMHQ® BAILMENT AGREEMENT

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WHEREAS:

The Bailor (Company) desires to deliver and the Bailee) desires to the use of bailor property described herein; and, the Bailee desires to evaluate performance of bailor property in accordance with the bailor's published specifications; and, the testing of such property is in the mutual interests of the Bailor and the Bailee;

NOW, therefore, in consideration of the promises, terms and conditions hereinafter set forth, the parties do hereby agree as follows:

ARTICLE I. IDENTIFICATION OF PARTIES.

(a) BAILOR (Company):

Company Name	TACOMHQ, INC.
Company Address	PO BOX 10507, FORT SMITH, AR 72917
Point of Contact	JACOB BAKER OR KEN DECKER
POC email	INFO@TACOMHQ.COM
Phone Number	(833) 822-6647
Fax Number	N/A

(b) BAILEE (Duly Authorized Representative(s)):

Point of Contact	
POC Address	
POC email	
POC Phone Number	
POC Fax Number	

(c) BAILEE (Contracting Company "KO"):

KO	
KO Address	USPS: UPS or FEDEX:
KO Email	
KO Phone Number	
KO Representative (COR)	
COR Email & Phone Number	

ARTICLE II: DEFINITIONS.

(a) **"Bailor"** means the party identified in Article I(a), or any authorized representative of that party acting within the limits of his or her authority.

(b) **"Bailee"** means the party identified in Article I(b), the United States of America, or any duly authorized representative thereof; and the term "duly authorized representative" means any person or persons authorized to act for the United States Government.

(c) **"Contracting Company"** means the company executing this agreement on behalf of the Bailee; the term includes any authorized representative of the contracting company acting within the limits of such authority (i.e., those representatives identified in Article I(c)).

(d) **"Days"** means calendar days.

ARTICLE III: BAILOR FURNISHED PROPERTY.

The Bailor shall furnish at no cost to the Bailee, and the Bailee shall accept and use the Bailor furnished property, as identified in the following table:

Item Description/Model	Serial#	Qty	Unit Price	Total Price
			\$	\$
			\$	\$

TOTAL VALUE of BAILOR FURNISHED PROPERTY: \$

NOTE: Prices are listed only to demonstrate the market value of the bailed property. Prices are NOT rental/lease or purchase fees/prices.

The Bailor agrees to furnish the no cost bailed property, as noted below:

Required Delivery Date/Time	
Required Place of Delivery	
Place of Use of Bailed Property	
Return Date (see Article V.)	

ARTICLE IV: TITLE TO BAILOR FURNISHED PROPERTY.

Title to the Bailor furnished property to the Bailee under this agreement shall, at all times, remain in the Bailor. Bailor grants to Bailee a royalty-free, non-exclusive license to use the bailed property for the duration of this agreement.

ARTICLE V: DURATION OF BAILMENT AGREEMENT.

This agreement shall be effective upon execution thereof by the Bailor and the Contracting Company. It shall continue in full force and effect until the earlier of:

(1) Termination by either party in accordance with Article VII of this agreement entitled "TERMINATION OF BAILMENT AGREEMENT"; or (2) Upon the return of bailed property (equipment) per the date identified in Article III, and in accordance with Article VI.

ARTICLE VI: SHIPPING OF FURNISHED PROPERTY.

(a) All costs associated with delivery of the bailed property shall be at the Bailor's expense. All costs associated with the return of the bailed property shall be at the Bailee's expense. Delivery shall be made to the organization and delivery point identified in Article I(b) and Article III, respectively.

(b) Delivery shall be accomplished by the date and time specified in Article III.

(c) At the conclusion of the use/testing conducted in accordance with Article VIII of this agreement, or upon termination of this agreement under Article VII entitled "TERMINATION OF BAILMENT AGREEMENT," Bailee agrees, at Bailee's expense, return bailed property to delivery point identified in Article I(a), or Bailor will provide a prepaid shipping label.

ARTICLE VII: TERMINATION OF BAILMENT AGREEMENT.

(a) Termination of this agreement by either party shall be effective by the giving of twenty-eight (28) days written notice to the other party. Should a termination notice be given by the Bailor to the Bailee, a reasonable time, not to exceed twenty-eight (28) days from the effective date of notice, shall be allowed the Bailee to return the property to the Bailor's possession, as specified in Article VI(c), herein. Notice shall be given by registered mail, return receipt requested, and notice is effective upon receipt.

(b) This agreement shall also be considered terminated upon the return by the Bailee of all bailed property to the Bailor, regardless of whether written notice is given.

ARTICLE VIII: USE OF BAILOR FURNISHED PROPERTY.

(a) The Bailee will use the property described in Article III of this agreement to evaluate performance of bailed property per the Bailor's published specifications. The use, testing and evaluation, of the bailed property will be conducted at the location identified in Article III.

(b) The use, testing and evaluation, will commence as soon as is reasonably practicable after receipt of the bailed property by the U.S. Government (Bailee).

(c) The Bailee agrees that the users, to include any test and evaluation personnel, will read appropriate operating instructions provided by the Bailor, and will evaluate the bailed property in accordance with applicable design specifications.

ARTICLE IX: RESULTS OF TESTING.

In consideration of the Bailor's furnishing of property under this agreement, the Bailee agrees to provide the Bailor a copy of the test and evaluation report on the bailed equipment. The contents of such report shall be solely determined by the Bailee. The Bailor shall also NOT use the Bailee's provided test and evaluation report as an endorsement of the Bailor's property.

ARTICLE X: BAILOR FURNISHED SUPPORT.

(a) The Bailee agrees that the Bailor will have the right to maintain and repair the bailed property during the evaluation period, subject to necessary security requirements aboard Government installations.

(b) The Bailor, at Bailor's expense, agrees to furnish any support, maintenance, and technical guidance necessary to ensure the bailed property operates according to its design specifications, in the event that the Government, through the Contracting Officer, requests such assistance. The Bailee (U.S. Government) reserves the right to terminate this agreement should the Bailor refuse to provide such support.

(c) If the bailed property fails to perform to the Bailor's published specifications, the Bailee agrees to allow the Bailor a reasonable opportunity to correct the problem. In such an instance, the agreement shall be modified to mutually reflect the revised bailment period established by the parties.

ARTICLE XI: STANDARD OF CARE.

(a) Except as provided for in Article XII entitled "LIABILITY FOR BAILOR OWNED PROPERTY," the Bailee shall employ all reasonable measures to store and protect the bailed property described in Article III.

(b) The Bailee will exercise all reasonable care to ensure that patent and copyright infringement is avoided. Use of bailed property shall be exercised per normal licensing procedures as if title of said equipment had transferred to the Bailee only during the duration of the bailment. Such rights will terminate upon the termination of this agreement. Liability will be exercised per Article XII, following.

(c) Should any software be included in the bailed property, the Bailee (U.S. Government) shall have only the rights specified in the license customarily provided to the public when such software is sold to the public. The provisions of 227.7202 of the Defense Federal Acquisition Regulation Supplement (DFARS) apply. Any other rights shall be included in this agreement in writing.

ARTICLE XII: LIABILITY FOR BAILOR OWNED PROPERTY.

(a) The Bailee agrees to return the bailed property to the Bailor, except that the Government and its agents and employees shall be held harmless from and relieved of any liability for any loss or damage occasioned in the course of receiving, handling, operating, testing, storing, moving, transporting or returning the bailed property.

(b) The Bailee cannot and will not indemnify the Bailor for liability resulting from any legal action brought by a third party.

ARTICLE XIII: ENDORSEMENT AND ACQUISITION.

The Government does not intend nor is it obligated in any manner to award a contract on the basis of this agreement and will not pay for the testing and evaluation or any expenses incurred by the Bailor in connection therewith. The U.S. Government has made no representations relative to future acquisitions of the

bailed item. Any information concerning future acquisitions is to be obtained from the Contracting Officer in compliance with Federal Acquisition Regulation (FAR) Part 5. Nothing in this agreement or in the act of the bailment is to be construed or conveyed by any party as representing U.S. Government endorsement of any Bailor products, services, or personnel. While the Bailor may use test results for appropriate industry purposes, it is prohibited from indicating U.S. Government endorsement of the bailed product.

ARTICLE XIV: DISPUTES.

(a) This agreement is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613). If a dispute arises relating to the agreement, the Bailor may submit a claim to the Contracting Officer who shall issue a written decision on the dispute.

(b) For the purpose of this paragraph, FAR clause 52.233-1, Disputes, is incorporated by reference.

ARTICLE XV: CONTRACTING OFFICER'S REPRESENTATIVE (COR).

The COR is identified in Article I(c). The COR is designated to perform specific technical and administrative functions; specifically to ensure that the terms of this agreement are carried out with regard to the delivery of the bailed property; the conduct of appropriate use, testing and evaluation; the safekeeping and return of bailed property to the Bailor as defined in Articles VI and XI; and the provision of an evaluation report to the Bailor. The COR is NOT authorized to make any commitments or changes that will affect quality, quantity, delivery, or any other term or condition of this agreement, or that will in any way otherwise obligate the U.S. Government.

ARTICLE- XVI: MODIFICATIONS OF THE TERMS OF THIS AGREEMENT.

No modification to the terms of this agreement shall be valid and binding, unless executed by both parties in writing.

ARTICLE XVII: NOTICES.

To comply with any notice provisions of this agreement, the address of the Contracting Officer (Article I(c)) and the Bailor (Article I(a)) shall be used.

IN WITNESS THEREOF, the parties hereto have executed this agreement on this date_____.

AUTHORIZED REPRESENTATIVE

CONTRACTING OFFICER

Print_____

Print_____