

Speed Sentry Sign and Speed Study Agreement

Overview:

A “Speed Sentry” dynamic speed display and data collection sign (Equipment) is made available, free of charge, to schools and municipal governments within Hunterdon County on a rotating basis. The Equipment may be utilized for either a) motorist awareness/display use only or b) a speed study. Data collected during a speed study includes: traffic volumes, speeds traveled, day of week and time of day.

The standard term of a study is thirty (30) days. Upon receiving a completed application and certificate of liability the requestor will be added to the request queue.



The intent of this program is twofold. First, the Equipment provides a “Your Speed Is... miles per hour” display which has been shown to slow traffic and increase pedestrian safety. The second intent of the program is to collect and analyze the data so it can be used as objective documentation in public meetings, as support in grant applications and requests for local pedestrian infrastructure improvements. In order to obtain the most useful data about vehicle speeds, the sign is first installed for at least one week with the display turned off. In this “stealth” mode, the sign records speed data. This data collection allows goHunterdon to make more accurate conclusions about typical speeds at the location and any effect that the sign’s display has on vehicle speeds. The sign is then programmed to “display” mode, where motorist may observe their traveling speed. Data is collected in “display” mode.

Upon request, goHunterdon will conduct a full analysis of the data collected and provide a written report to the Borrower.

This Agreement outlines the terms and conditions under which the Equipment will be made available by goHunterdon and the responsibility of the party which is borrowing and using the device.

This Agreement is made between:

goHunterdon TMA, a 501c3 non-profit acting by and through its Board of Directors, represented by:

Tara Shepherd, Executive Director
146 Route 31 North, Suite 400
Flemington, New Jersey 08822

(Referred to in this Agreement as "goHunterdon")

And

1. School/Municipality: _____

(Referred to in this Agreement as the "Borrower")

2. Contact Name: _____

3. Address: _____

4. Phone: _____

5. Email: _____

6. Date of Request: ___/___/___

7. Proposed Location for Installation (Before deciding, see "Placement Conditions" in Item 6, below)

Street name: _____

Approximate Street # (if applicable) _____

Road Jurisdiction (Municipal, County, State) _____

Direction of Traffic you want to record (North, South, East or West bound)

8. Please describe the need for the sign (hereafter referred to as "Equipment") at this location and be specific (ex: school or park nearby, speeding complaints, short-cut street, bottom of a hill)

In consideration of the promises and agreements which the parties make below, the parties agree as follows:

1. **Agreement.** goHunterdon hereby loans to the Borrower, and the Borrower hereby borrows from goHunterdon, the Equipment described in Item 18.
2. **Term of Agreement.** The Equipment will be borrowed during the month(s) of _____, during the year _____ which will be the effective term of this Agreement.
3. **Installation and Data Collection.** goHunterdon will install the Equipment, monitor its settings, collect data and change the batteries. The Borrower will be responsible for ensuring that there is an appropriate channel post to attach the sign in accordance with the "Placement Conditions" outlined in Item 6. If an existing channel post does not meet these conditions, the borrower shall be responsible for installing a channel post

Please provide a person of contact to best coordinate with before and during the term of the loan.

Name and Position: _____

Phone: (____) _____

Email: _____

Questions or requests for assistance may be directed to Tara Shepherd, goHunterdon Executive Director, tshepherd@gohunterdon.org or 908-788-5553/ 908-930-9053 (cell)

5. **Rental Payments.** There is no charge for the use of this Equipment.

6. **Placement Conditions.**

- The Equipment needs to be mounted to a sturdy, upright channel post (the type with holes down the middle). **Preference is to place the Equipment under an existing speed limit sign to make it obvious how fast the driver should be traveling.**
- The Equipment must be mounted **6-8 feet high from the surface of the paved road.** (The channel post cannot be in a ditch)
- The Equipment **should be mounted along a relatively straight stretch of road** where there are not any cross streets or busy driveways that could interfere with data recording. Placing the Equipment too close to a cross street will reduce the speed averages as it records the slower speed of turning vehicles.
- The Equipment must be mounted where there is a clear visual field for the radar to detect vehicles and the sign is visible to oncoming vehicles. **The Equipment may not be placed where obstructions such as tree limbs and other signs on the road** will interfere with visibility and radar sensitivity.

7. **Insurance.** *The Borrower* shall carry comprehensive, general, public liability and property damage insurance covering the Equipment. The limits of liability shall be \$1,000,000, combined single limits. goHunterdon will be named as an additional insured. **The Borrower shall attach to this agreement a Certificates of Insurance.**

8. **Warranties.** goHunterdon makes no warranties or guarantees, either express or implied, without limitation, as to the condition of the Equipment.

9. **Prohibition of Assignment.** The Borrower shall not assign, transfer, pledge this Agreement, or lend the Equipment to another party or permit the Equipment or any part thereof to be used by anyone other than the Borrower or its employees.

10. **The Borrower's Use of the Equipment.** The Borrower will use the Equipment for a public purpose only. The Borrower shall use the Equipment in a careful and proper manner and shall comply with and conform to all laws, ordinances and regulations which relate in any manner to the possession, use or maintenance of the Equipment. The

Borrower will not let any other party use or operate the Equipment, except for goHunterdon representatives for the purposes of data collection and adjustment.

12. **Alterations Prohibited.** The Borrower shall not make any alterations or additions to the Equipment, without the prior written consent of goHunterdon. If repairs or additions are necessary during the loan period, the Borrower shall contact goHunterdon.

13. **Repairs and the Borrower's Obligation to Pay for Repairs.** If the Equipment needs repair while in possession of the Borrower, they shall contact goHunterdon. The Borrower will not undertake any repairs without goHunterdon's consent. goHunterdon must make, arrange or agree to all repairs. Repairs, if caused by misuse of the Equipment during the loan, must be paid for by the Borrower. goHunterdon will not be responsible for any lost time or any other damages or costs which the Borrower incurs because the Equipment is down and in need of repair. goHunterdon retains the right to terminate the contract rather than repair the Equipment.

14. **Risk of Loss.** The Borrower hereby assumes and agrees to bear the entire risk of loss and damage to the Equipment from any cause arising from the Borrower's intentional misuse or negligent use of the Equipment.

In the event of loss or damage of any kind whatsoever to the Equipment arising from Borrower's intentional misuse or negligent use of the Equipment, the Borrower shall, at goHunterdon's sole option:

(i) Place the Equipment in good repair, working order or pay to do so, or;

(ii) Replace the Equipment with like property in good repair, and working order; or if the Equipment is stolen, destroyed or damaged beyond repair, pay goHunterdon in cash or its equivalent the full replacement value, it being understood the full replacement value of the unit.

15. **Indemnity.** The Borrower shall indemnify goHunterdon against, and hold goHunterdon harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of, connected with, or resulting from Borrower's intentional misuse or negligent use of the Equipment. Alternatively, goHunterdon shall indemnify and hold harmless, the Borrower from any and all claims, actions, suits, proceedings, costs, expenses, damages and

liabilities, including reasonable attorneys' fees arising out of, connected with or resulting to the Equipment or its use where the Borrower has not intentionally misused or negligently used the Equipment.

16. **goHunterdon's Expenses.** The Borrower shall pay goHunterdon all costs and expenses, including reasonable attorneys' fees, incurred by goHunterdon in exercising any of its rights or remedies hereunder.

17. **Non-waiver.** No covenant or condition of the Agreement can be waived except by the written consent of goHunterdon.

18. **Equipment for Loan Includes:**

- One Traffic Logix Evolution 12" Radar Speed Display **Serial # 19050051**
 - Two lithium battery packs and a 14.4 volt battery charger.
 - Mounting bracket and hardware for the sign.

19. **Entire Agreement.** This instrument constitutes the entire agreement between goHunterdon and the Borrower; and it shall not be amended, altered or changed except by a written agreement between the two parties.

The parties have read and understand the Agreement fully. It is signed in accordance with New Jersey law by the duly authorized corporate officers of the Borrower and goHunterdon. The undersigned has considered the placement recommendations in Paragraph 6 and attached insurance as instructed in Paragraph 7.

goHunterdon Representative: _____

Printed Name: _____

Date: _____

Borrower Representative: _____

Printed Name: _____

Date: ____/____/____