



VEHICLE USE AGREEMENT

The National Insurance Crime Bureau ("NICB") does hereby lease to Hidalgo County Sheriff's Office (the "Agency") the vehicle described as:

Year: 2001
Make: GMC
Model: Sierra
VIN: 2GTEC19T511178556

This vehicle will be used by the Agency as an Investigator / Surveillance vehicle for the investigation of vehicle theft and insurance fraud related investigations. The vehicle will be operated only by members of the Hidalgo County Sheriff's Office and will not be used as a "bait" vehicle.

This Agreement is subject to the following conditions:

1. The Agency leases from the NICB, the above-described vehicle for one dollar (\$1.00) and other valuable considerations for use in pursuit of its lawful purpose. The Agency shall accept said vehicle "as is" and shall re-title the vehicle in the name of the Agency prior to any use. The NICB shall retain remainder interest in said vehicle and that remainder interest shall take full force and effect on the 365th day after the effective date of this Agreement, or longer if the term is extended in writing. For the duration of the agreement, the Agency shall perform all routine maintenance on the vehicle.
2. In the event the vehicle is not re-titled in the name of the Agency within 90 days from the date last written below, the Agency shall immediately return said vehicle to the NICB.
3. The Agency warrants that it will not sell, convey or in any way dispose of said vehicles in a manner which may impair the NICB's remainder interest. However, in the event that the above-described vehicle is stolen or in any way damaged while in the custody of the Agency, its agents or assigns, the Agency shall be liable for any repair or replacement costs.
4. The Agency does hereby release the NICB from all claims for property damage or bodily injury arising from the operation or maintenance of the vehicle described herein by an employee, agent or assign of the Agency during the term of this Agreement.
5. The Agency agrees and warrants that it shall provide insurance coverage (self-insured agency) for the above-described vehicle in the normal course of its business.
6. The Agency agrees to provide monthly reports to the NICB employee signing this Agreement setting forth statistical accomplishments attributed to the vehicle. These reports must include;

- a. The number of times the vehicle was deployed,
- b. The number of arrests made due to the use of the vehicle,
- c. The number of convictions obtained due to the use of the vehicle,
- d. The current mileage and condition of the vehicle, and
- e. The number of vehicle recoveries.

Failure to provide these reports is a material breach of this Agreement and upon written notice to Agency; the NICB may terminate this Agreement and require the return of the vehicle.

- 7. The effective date of this Agreement shall be the date the vehicle is delivered into the custody of the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 2nd day of Oct, 2007.

THE AGENCY:

By: _____
Name of Signer

Its: _____
Title

Date: _____

NATIONAL INSURANCE CRIME BUREAU:

By: John A. Mitchell
Name of Signer

Its: Special Agent
Title

Date: 10/02/07

VIN:2GTEC19T511178556

NICB File #C0408500005