APPENDIX C TO PART 623—AGREEMENT FOR LOAN OF US ARMY MATERIEL (DA FORM 4881–R)

APPENDIX C

AGREEMENT FOR LOAN OF US ARMY MATERIEL (DA FORM 4881–R)

AGREEMENT FOR THE LOAN OF US ARMY MATERIEL

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

NOTE: For loan/lease pursuant to 10 USC 2687, see Army Defense Acquisition Regulation Supplement (ADARS), paragraph 16-513, for prescribed agreement.

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

1. Non-DOD Federal departments and agencies.
2. Civil authorities.
3. Civilian activities.

Paragraphs below are applicable to all three 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 ( )

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

hereinafter called "the borrower," represented by ( )

for the purpose of entering into this agreement.

1. PURPOSE. Under the authority of ( )

the lender hereby lends to the borrower and the borrower hereby borrows from the lender the Government material, hereinafter called "the material," listed and described in Exhibit 1 hereto attached and incorporated by reference into the terms of this agreement, which material is required by the borrower for ( )

2. TERM. This loan of material is intended to meet a temporary need covered by federal law. The borrower will keep the material only for the period of ( )

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 material 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 material is furnished to the borrower in a serviceable and usable condition according to its originally intended purpose. However, if the use for which the material is loaned will permit, material 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 material for a particular purpose or use, or warranty of any type whatsoever.

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

c. The borrower is responsible for care and maintenance of borrowed material during the term of the loan. The borrower will provide sufficient personnel and facilities to adequately operate, maintain, protect, and secure the borrowed material. The borrower will maintain the material 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 material. (NOTE: When appropriate, the borrowing activity will place the material 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 material, or its use by unauthorized persons.
f. The borrower will neither make nor permit any modification or alteration of any borrowed material except with permission of the approving authority of the loan.

g. The borrower will not mortgage, pledge, assign, transfer, sublet, or part with possession of any borrowed material 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 material for the purpose of inspecting or inventorizing it.

i. The borrower will return borrowed material to a location designated by the lender when the material 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 material.

j. (Applicable to agreements involving the loan of an Army building.) The building shall 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 FDAA requested disaster assistance — and civilian activities only.) Before delivery of any material by the lender, the borrower will post with the approving authority a surety bond and a certified bank check, a cash deposit, US Treasury bonds, or bonding company bond in the amount of the total value of the material as shown in Exhibit I. (See paragraphs 3–3a(1) and 3–3a(2), AR 700–131, for exceptions where a “double bond” is required.) The bond, marked Exhibit II, is hereinafter referred to as the terms of this agreement.

b. (Applicable to loan agreements with civil authorities — except for FDAA requested disaster assistance — and civilian activities only.) Should the borrower fail to return any of the borrowed material 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 expense to the Government.

c. (Applicable to loan agreements with civil authorities — except for FDAA 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 material available to be returned, but not returned to the lender, nor to extinguish the lender’s right to have the available missing material returned. Should the borrower later return to the lender any of the missing material on account of which a portion of the bond was forfeited as liquidated damages, the borrower shall be entitled to recover from the lender a sum equal to 90 percent of the price of the returned material as shown on Exhibit I, less an amount in payment for expenses, if any, computed in accordance with Chapter 6, 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 material 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 material; and, agree to hold the lender harmless from any such claims and liability. The borrower will protect the interests of the lender by procuring comprehensive insurance for all borrowed material 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 material; and, will reimburse the lender for costs incurred incident to packing, crating, handling, movement, and transportation of the material.

g. The borrower will reimburse the lender for any expenses necessary to repair, rehabilitate, or preserve the material following its return to the lender. (NOTE: Of any borrowed material, 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 material (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 material. This includes travel and per diem costs for both Army uniformed and civilian personnel, and regular salary and overtime costs for Army civilians.
j. The borrower will reimburse the lender for any other expense to the lender arising in connection with the loan of Army matériel.

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 of 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 of 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 Agent, or by his designee.

Done at (g) this

<table>
<thead>
<tr>
<th>Typed Name, Grade/Rank of Army Approving Authority for the Loan, or His Designee</th>
<th>Signature of Approving Authority or His Designee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typed Name of Chief Executive or His Authorized Designee of the Borrowing Agency, Authority, or Activity</td>
<td>Signature of Chief Executive or His Designee</td>
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</tbody>
</table>

(DA Form 4881-R)
INSTRUCTIONS FOR PREPARATION OF AGREEMENT
FOR THE LOAN OF US ARMY MATERIEL
(DA FORM 4881-R)

Note. The lettered blank portions of the loan agreement are to be completed as specified in the following paragraphs with the same letters.

(a) Enter, as appropriate, the name of the Federal agency; city, county, state, or other civil governmental body; or special activity (e.g., Boy Scouts of America, American Legion) which is borrowing the Army materiel.

(b) Enter name and title of the Army approving authority for the loan, or his designee.

c) Enter name and title of the borrowing activity's chief executive (e.g., John Doe - Secretary of the Treasury, Governor of the State of Iowa, National Commander of the American Legion, etc.) or his authorized (in writing) designee.

(d) Enter the appropriate authority for the loan from table 5-2; this regulation (e.g., Public Law, US Code, DODD).

(e) State the purpose of the loan (use to which the borrowed materiel will be put); e.g., disaster relief activities in support of the Johnstown, PA, flood; National American Legion Convention at Chicago, IL, etc.

(f) Enter the calendar period (duration of the loan; e.g., 1 March 1979 to 15 April 1979.)

(g) Enter location, day, month, and year that the agreement was signed.

(h) Signature of the Army approving authority for the loan, or his designee.

(i) Signature of the chief executive, or his authorized (in writing) designee, of the borrowing agency, authority, or activity.

Note 2. Exhibits I and II will be prepared as attachments to the loan agreement.
<table>
<thead>
<tr>
<th>NATIONAL STOCK NO.</th>
<th>NOMENCLATURE</th>
<th>QUANTITY</th>
<th>CONDITION</th>
<th>PRICE EACH</th>
<th>TOTAL PRICE</th>
<th>GRAND TOTAL</th>
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**EXHIBIT II**
*(DA Form 4881–3–R)*

Properly executed surety bond and evidence of deposit with the approving authority of cash, certified check, United States of America Treasury bonds, or bonding company bond in the amount of the grand total shown on Exhibit I. (See app E for Surety Bond.)