

AGREEMENT FOR LOANER VEHICLE

THIS AGREEMENT FOR LOANER VEHICLE (hereinafter “Agreement”) is made this _____ day of _____, 2026, by and between the County of Scotts Bluff, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as “Scotts Bluff County”, and the Panhandle Diesel Service, L.L.C., d/b/a Panhandle Diesel and Automotive, hereinafter referred to as “Panhandle” a limited liability company organized under the laws of the State of Nebraska. Scotts Bluff County and Panhandle may be referred to individually as “Party” or collectively referred to as “Parties”.

RECITALS AND PURPOSE

WHEREAS, Scotts Bluff County provides and operates public transit services, including its Tri-City Roadrunner service, hereinafter referred to as “Tri-City”.

WHEREAS, Scotts Bluff County has occasional need to travel to and from Panhandle for upkeep, repairs, inspections, diagnostics, and maintenance (hereinafter referred to as “Service Work”) of Scotts Bluff County vehicles used in connection with provision of transit and Tri-City services.

WHEREAS, Scotts Bluff County and its employees and agents transporting county vehicles to Panhandle for such Service Work are in need of transportation back to Scotts Bluff County’s Public Transit Building while awaiting completion of Service Work by Panhandle, as well as transport to Panhandle once the Service Work is complete.

WHEREAS, the purpose of this Agreement is to establish the terms under which Panhandle will furnish to Scotts Bluff County and its employees or agents a temporary replacement vehicle with which to travel to and from Scotts Bluff County property while awaiting completion of Service Work on Scotts Bluff County vehicles.

WHEREAS, each of the Parties herein have reviewed this Agreement and have legal authority and necessary permission from their governing body to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, the Parties hereby agree as follows:

OBLIGATIONS OF PANHANDLE

1. Panhandle shall make available a temporary replacement motor vehicle, hereinafter referred to as “Loaner Vehicle”, for use by Scotts Bluff County and its employees or agents during periods in which a Scotts Bluff County vehicle is left with Panhandle for Service Work and thereby inoperable or unavailable.
2. Panhandle shall furnish to Scotts Bluff County a Loaner Vehicle for use by Scotts Bluff County and its employees and agents during the period of time that Scotts Bluff

County's vehicle is inoperative or unavailable as a result of Service Work by Panhandle.

3. Panhandle reserves the right to determine, in its sole discretion, the motor vehicle it will provide as the Loaner Vehicle, but in no case shall the Loaner Vehicle be a motor vehicle which requires a Class M License, Commercial Driver's License, Commercial Learner's Permit, or any other permit, license, certification, qualification or credential other than a Nebraska Class O Operator's License.
4. Any Loaner Vehicle furnished to Scotts Bluff County by Panhandle will be in a safe, roadworthy condition; will be free from any known defects, mechanical or otherwise, that may impair or affect the safe operation of the vehicle; will be maintained and serviced in accordance with the manufacturer's recommended maintenance and repair schedules; and will be free from any unresolved or open recalls.
5. Any Loaner Vehicle furnished to Scotts Bluff County by Panhandle will be legally titled, licensed, registered, and equipped in compliance with all federal, state or local laws, rules, regulations or ordinances relating to operation on public roadways of the State of Nebraska.
6. Panhandle shall at all times during the term of this Agreement maintain, at its own cost, a policy or policies of insurance which cover any Loaner Vehicle furnished to Scotts Bluff County and any authorized or permissive Scotts Bluff County employees or agents operating the Loaner Vehicle for at least liability (property and bodily injury) and collision coverage in amounts that are commercially reasonable and customary in the industry for automotive repair or mechanic shops engaged in furnishing loaner or temporary vehicles to customers. Such insurance shall at all times comply with and satisfy any state, federal or local laws, rules or ordinances relating to minimum insurance coverage for motor vehicles in the State of Nebraska.
7. Panhandle shall ensure that any Loaner Vehicle furnished to Scotts Bluff County contains all legally necessary registrations, proofs of ownership, proofs of insurance and any other legally required documentation for operation on public roadways of the State of Nebraska.
8. Panhandle affirms that it has the requisite legal authority and title to provide and allow use by Scotts Bluff County of any Loaner Vehicle it may furnish.
9. Panhandle shall not be required to furnish a replacement Loaner Vehicle to Scotts Bluff County in the case of an accident, collision, loss, theft, or damage that renders the initial Loaner Vehicle inoperable or unavailable if such accident, collision, loss, theft or

damage was a result of the negligent act or omission or willful misconduct of Scotts Bluff County or its employees or agents. If the Loaner Vehicle is unavailable or inoperable, and such is not due to the negligent act or omissions or willful misconduct of Scotts Bluff County or its employees or agents, Panhandle shall undertake reasonable, good faith efforts to make a replacement Loaner Vehicle available to Scotts Bluff County as soon as practical under the circumstances.

OBLIGATIONS OF SCOTTS BLUFF COUNTY

10. Scotts Bluff County and its employees or agents shall use the Loaner Vehicle for the sole purpose of travel between the Scotts Bluff County Public Transit Building located at 755 Rundell Road, Gering, NE 69341, and Panhandle, located at 1802 East Overland, Scottsbluff, NE 69361. Scotts Bluff County and its employees or agents may also drive the Loaner Vehicle to local fuel stations to refill the fuel of the Loaner Vehicle as needed. The Loaner Vehicle may not be driven to or from any other location unless give express, written consent by Panhandle.
11. Scotts Bluff County and its employees or agents shall not make any personal use of the Loaner Vehicle, nor any use that is unrelated to Scotts Bluff County business.
12. Scotts Bluff County shall not allow occupants in the Loaner Vehicle in excess of the number immediately necessary to accomplish the business of travel between the Scotts Bluff County Transit Building and Panhandle's location for purposes of Service Work on Scotts Bluff County vehicles.
13. Scotts Bluff County and its employees and agents shall operate the Loaner Vehicle with reasonable care, in a safe and prudent manner and, except as otherwise stated herein, in compliance with all Nebraska Rules of the Road found in Chapter 60 of the Nebraska Revised Statutes and in compliance with all other federal, state, and local laws, rules and ordinances pertaining to operation of motor vehicles on the public roadways of the State of Nebraska.
14. Scotts Bluff County and its employees and agents shall only operate the Loaner Vehicle on asphalt, cement, or other paved roadways, excepting parking lots, and shall not operate the motor vehicle on gravel, dirt or other off-road surfaces.
15. Scotts Bluff County shall ensure that any of its employee or agents operating the Loaner Vehicle are duly qualified under the laws of the State of Nebraska to operate a motor vehicle on the public roadways of the State of Nebraska and legally licensed to do so. Each employee or agent of Scotts Bluff County operating the Loaner Vehicle shall at all times have on their person a valid, unexpired operator's permit demonstrating their

legal authority to operate the Loaner Vehicle on the public roadways of the State of Nebraska.

16. Scotts Bluff County and its employees or agents shall immediately report any accidents, collisions, loss, theft, or damage involving the Loaner Vehicle to Panhandle and follow Panhandle's instructions regarding the Loaner Vehicle in relation to the incident to the extent such instructions do not violate any law, statute or rule, and are in compliance with the instructions of law enforcement.
17. Scotts Bluff County shall at all times during the term of this Agreement maintain, at its own cost, a policy or policies of insurance which cover any Loaner Vehicle furnished to Scotts Bluff County by Panhandle and any authorized or permissive Scotts Bluff County employee or agent operating the Loaner Vehicle in a nature and amount sufficient to, at a minimum, satisfy the total amounts recoverable by any person for any number of claims arising out of a single occurrence, and for all claims arising out of a single occurrence, respectively, as set forth under the Nebraska Political Subdivisions Tort Claims Act. Such insurance shall at all times comply with and satisfy any federal, state, or local laws, rules or ordinances relating to minimum insurance coverage for motor vehicles in the State of Nebraska.
18. Scotts Bluff County shall acquire no ownership or possessory interest in the Loaner Vehicle furnished by Panhandle.
19. Scotts Bluff County shall return the Loaner Vehicle to Panhandle as soon as practical after return of the Scotts Bluff County vehicle that necessitated the provision of a Loaner Vehicle. The Loaner Vehicle shall be returned to Panhandle in substantially the same condition and with substantially the same level of fuel as when provided by Panhandle, excepting normal wear and tear.

CONSIDERATION AND PAYMENTS

20. The Parties acknowledge and recognize the mutual benefit of this Agreement and that said mutual benefit constitutes sufficient consideration for this Agreement. No additional or further consideration is due from either Party.

TERM

21. This Agreement shall take effect when the Agreement has been approved by the governing body of each Party in accordance with applicable law and on the date the last Party has signed this Agreement.

22. This Agreement shall be perpetual in duration, being in full force and effect until terminated by one of the Parties.

TERMINATION

23. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other Party.
24. Neither Party shall be liable for any failure or delay in performing under this Agreement to the extent such failure or delay is caused by events beyond such Party's reasonable control, including but not limited to acts of God, fire, flood, earthquake, tornado, other natural disasters, war, terrorism, civil disturbance, labor disputes or strikes, epidemics or pandemics, government orders or regulations, utility failures, or supply chain disruptions ("Force Majeure Event"). The party affected by a Force Majeure Event shall (a) promptly notify the other party in writing, (b) use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable, and (c) provide the other party with regular updates regarding the status of performance.

INDEMNIFICATION

25. To the extent permitted by law, both Parties agree to indemnify, defend and hold harmless the other Party and its principals, officers, employees and agents from any and all claims, liabilities, damages, judgments, costs, expenses (including attorney's fees and court costs), actions which are proximately caused by the negligent acts or omissions or willful misconduct of the indemnifying party or its principals, officers, employees or agents while performing under this Agreement.
26. The Parties acknowledge that Scotts Bluff County is a political subdivision of the State of Nebraska subject to the Political Subdivisions Tort Claims Act, Neb. Rev. Stat. § 13-901 et seq. Nothing in this Agreement shall be construed as a waiver, limitation, or modification of any immunity, limitation, defense, damage cap (including the limitations set forth in Neb. Rev. Stat. § 13-926), notice requirement (including Neb. Rev. Stat. § 13-919), procedural requirement, or other protection available to Scotts Bluff County under the Political Subdivisions Tort Claims Act, governmental immunity principles, or other applicable law. Any provision of this Agreement that purports to waive, limit, or modify such protections or limitations shall be void and unenforceable to the extent of such conflict

27. Nothing in this Agreement shall require one Party to indemnify or hold harmless the other Party from liability for the negligent acts or omissions or willful misconduct of the other Party or its principals, officers, employees or agents.
28. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees and agents of one Party shall not be deemed to be employees of any other Party. Each Party shall be responsible to their own respective employees and agents for all salary, compensation, and benefits.
29. This Agreement contains the entire Agreement of the Parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter or amend any of the terms hereof unless done so in writing signed by an authorized representative of the Parties.
30. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall be and constitute one in the same instrument. Execution and delivery of this Agreement by facsimile or electronic transmission (including PDF) shall have the same force and effect as delivery of an original signed document.
31. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below by their duly authorized representatives:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SEPARATE SIGNATURE
PAGES WILL FOLLOW]

DATED this _____ day of _____, 2026.

ATTEST:

COUNTY OF SCOTTS BLUFF, NEBRASKA,

County Clerk

Chairman,
Scotts Bluff County Board of Commissioners

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DATED this _____ day of _____, 2026.

PANHANDLE DIESEL SERVICE, L.L.C.,

Authorized Representative
Panhandle Diesel Service, L.L.C.

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