



## Property Assignment/Housing Agreement

This Property Assignment/Housing Agreement is made effective as of \_\_\_\_\_ (date) by and between Piney Woods Regional Advisory Council (RAC-G) and \_\_\_\_\_ (facility name).

1. RAC-G owns the following property:

Item:

Make:

Model:

Serial Number:

2. RAC – G and \_\_\_\_\_ (facility name) are parties to the TSA Health Care Coalition Agreement and/or Texas EMTF Memorandum of Agreement. Under these agreements, \_\_\_\_\_ (facility name) has agreed to participate as a Provider, Subcontractor, or Facility in the TSA and/or the Emergency Medical Task Force (EMTF-4) in which RAC-G is the Lead RAC.
3. In consideration of the participation by \_\_\_\_\_ (facility name) in, RAC-G assigns the Property \_\_\_\_\_ (facility name) for its use and operation. It is understood and agreed that title to the Property shall remain with RAC-G at all times. So long as the TSA agreements and/or the Texas State EMTF MOA remains in force and effect, including through any extensions or renewals, and so long as \_\_\_\_\_ (facility name) complies with all terms of the Coalition Membership Agreement and requirements, \_\_\_\_\_ (facility name) shall have the right to possess, use, and operate the Property in the normal course of business.

At all times during its possession of the Property, \_\_\_\_\_ (facility name) shall maintain insurance covering the property for any loss or damage in an amount at least sufficient to replace the property in the event of a total loss. Further, \_\_\_\_\_ (facility name) shall also maintain at all times liability insurance that will extend to its use or operation of the property in an amount of no less than operational equipment purchased directly by the agency for daily use, for death or personal injury and no less than (\$1,000,000) for property damage. RAC-G will be listed on the insurance as an additional insured on all applicable insurance policies concerning the Property or any claims arising out of its use or operation by \_\_\_\_\_ (facility name). Upon the execution of the agreement and at the beginning of each policy period thereafter, \_\_\_\_\_ (facility name) will provide to RAC-G proof of insurance. If the hospital does not have the ability to sustain or provide short term insurance for the property, the hospital agrees to take full responsibility for the property and agrees to pay for repairs or replacement cost.

4. During possession, use, and operation of the Property, \_\_\_\_\_ (facility name) shall have responsibility for costs of the normal maintenance of the property, and any repairs not covered by insurance reimbursement. \_\_\_\_\_ (facility name) is not expected to replace or purchase Capital item expenditures due to tenure and age of the medical equipment; this responsibility will stay with the RAC/G program. In the event of any damage to the Property during the term of this Agreement, \_\_\_\_\_ (facility name) will advise RAC-G in writing by fax, email or letter within 48 Hours of knowledge of the occurrence of such event.

