

BORROWED VEHICLE AGREEMENT

Made this _____ day of _____ Year _____ by and between _____ hereinafter designated as "Dealer" and the undersigned _____ hereinafter designated as "Borrower".

For, and in consideration of, the loan of that certain vehicle (more specifically hereinafter described by Dealer to Borrower), it is mutually agreed as follows:

1. The subject vehicle is: Make: _____ Year: _____ Model: _____ Body Style: _____
VIN: _____ Stock #: _____ License Plate: _____
2. Borrower agrees that he/she has examined and inspected the loaned vehicle and that it is in first class mechanical and overall condition.
3. Borrower agrees that he/she will not cause, or allow the subject vehicle to be loaned, rented, or driven by any person other than Borrower, and is not to be driven beyond a radius of fifty (50) miles from Dealer's place of business.
4. Borrower agrees that while this Agreement is in force he/she will preserve and protect the subject vehicle from loss or damage. Borrower agrees to be liable for all costs of repairs regardless of fault. Borrower is specifically advised to be certain that his/her own automobile insurance coverage will provide payment of such loss in the event of an accident.
5. Borrower agrees that he/she will not use said vehicle, cause or permit the same to be used in any manner whatsoever in violation or contravention of any Municipal, County, State or Federal Law, ordinance or regulation.
6. Borrower agrees that in the event of any accident involving said loan vehicle he/she will, within twelve (12) hours following such accident, furnish Dealer a full and complete report thereof, and will report such accident to the Department of Motor Vehicles of the State within the time and in the manner prescribed under the provisions of the Vehicle Code of the State, or in the event of loss or destruction of said vehicle or any of its accessories or of loss possessions thereof for inability to return same to Dealer on demand for any reason whatsoever, Borrower will pay Dealer the market value of the vehicle and reasonable market value for loss of accessories unless otherwise specified.
7. Borrower agrees that all expenses incident to the maintenance of the subject vehicle shall be borne solely to Borrower, and Borrower further expressly agrees to hold harmless and indemnify Dealer against all claims and demands arising or resulting from Borrower's use, storage of, and/or repairs to, the subject vehicle during the period of this Agreement.
8. Borrower covenants and agrees with the Dealer that he/she will forever hold harmless and indemnify said Dealer from any and all claims, demands, causes of action, attorney's fees and expenses of any nature arising, or alleged to arise from, the use, operation, maintenance, or damage during said period. It is further agreed that in the event Dealer files any action filed by Borrower, or anyone claiming for personal injuries, or property damage arising out of the use of the subject vehicle while in the actual or constructive possession of Borrower, borrower agrees to pay the Dealer upon arising out of the use of the subject vehicle while in the actual or constructive possession of Borrower, Borrower agrees to pay the Dealer upon demand any and all reasonable sums expended by it for attorney fees and court costs.
9. The loaned vehicle shall be returned by Borrower to the Dealer at Dealer's place of business within one day from date or prior thereto on Dealer's demand. Borrower also waives any claim which Dealer may hereafter arise for any and all damage he/she may hereafter sustain by reason of any action, civil or criminal, which Dealer or Dealer's Agents may take in connection with the Borrower's use of retention of the subject vehicle in the event Borrower's failure to return said vehicle to Dealer as specified in this paragraph.
10. In the event Borrower has left another vehicle in possession of Dealer for the purpose of repairs or other service, and should the Dealer's borrowed vehicle be damaged while in the possession of Borrower, then the Dealer shall have lien upon and retain possession of such other vehicle left in possession of Dealer by Borrower until all damage to the borrowed vehicle has been paid, and if not paid within ten days after completion of repairs or other service, the Dealer may sell other vehicle and apply the proceeds to costs of repairs or other service to the borrowed vehicle.
11. Borrower agrees that he/she will not operate the vehicle while under the influence of alcohol or narcotics.
12. Borrower agrees that he/she will, as his/her sole risk and expense, maintain Bodily Injury and Property Damage Liability Insurance covering the Bodily Injury or Property Damage Liability Insurance during said period of time.
13. Borrower represents that he/she is now duly authorized to operate a vehicle as evidenced by and ownership of the subject vehicle while this Agreement remains in force and effect, and to reimburse Dealer for any loss.

Operator's License #: _____ State: _____ Expiration Date: _____

Insurance Company: _____ Policy Number: _____

Expiration Date: _____ Agent: _____

Loan Date: _____ Time: _____ Year: _____ Odometer Out: _____

To Be Return Date: _____ Time: _____ Year: _____

Returned Date: _____ Time: _____ Year: _____ Odometer In: _____

IT IS FURTHER EXPRESSLY AGREED by and between the Parties hereto that the foregoing constitutes the sole Agreement between the parties covering the load of the subject vehicle by Dealer to Borrower.

Dated this _____ day of _____ Year _____ By: _____

CAUTION: Borrower is responsible for all damages to the vehicle regardless of fault and is advised to contact his/her own insurance agent or banker to be sure he/she has insurance.

This sample plan is provided solely as a convenience and is for information purposes only. This sample plan is not exhaustive and should be considered in addition to any guidance promulgated by relevant state or federal agencies and other disaster preparedness organizations.