

BORROWED VEHICLE AGREEMENT

Made this _____ day of _____, 20____ 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 _____

V.I.N. _____ License # _____

(2) Borrower agrees that he has examined and inspected the loaned vehicle and that it is in first class mechanical and over-all condition.

(3) Borrower agrees that he 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 will preserve and protect the subject vehicle from loss or damage. Borrower agrees to be liable for all costs of repairs to the vehicle regardless of fault. Borrower is specifically advised to be certain that his/her automobile insurance coverage will provide for payment of such loss in the event of any accident.

(5) Borrower agrees that he 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 will, within twelve (12) hours following such accident, furnish to 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 of possession thereof or 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 by Borrower, and Borrower further expressly agrees to hold harmless and indemnify Dealer against all claims and demands arising or resulting from Borrowers use, storage and / or repairs of and to the subject vehicle during the period of this Agreement.

(8) Borrower covenants and agrees with the Dealer that he will forever hold harmless and indemnify said Dealer from any and all claims, demands, causes of action, attorneys fees and expense of any nature arising or alleged to arise from the use, operation, maintenance and ownership of the subject vehicle while this Agreement remains in force and effect, and to reimburse Dealer for any loss or damage during said period. It is further agreed that in the event Dealer files any action to recover possession of or the value of or the cost of repairing said vehicle, or in the event Dealer employs an attorney to defend it in 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 to 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 the Borrower to the Dealer at his place of business within _____ days from date, or prior thereto on Dealer's demand. Borrower also waives any claim which he may hereafter arise for any and all damage he may hereafter sustain by reason of any action, civil or criminal, which Dealer or his Agents may take in connection with the Borrower's use or retention of the subject vehicle in the event of Borrower's failure to return said vehicle to Dealer as specified in this paragraph.

(10) In event Borrower has left another vehicle in possession of Dealer for the purpose of repairs or other services, and should the above described 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 will not operate the vehicle while under the influence of alcohol or narcotics.

(12) Borrower agrees that he will, at his sole risk and expense, maintain Bodily Injury and Property Damage Liability Insurance covering the use of subject vehicle during the time it is in his possession and until it is returned to the Dealer. Dealer shall not be required to carry or provide Bodily Injury or Property Damage Liability Insurance during said period of time.

(13) Borrower represents that he is now duly authorized to operate a vehicle as evidenced by:

Operator's License Number _____ State of _____ Expiration Date _____

Borrowers Insurance Co. _____ Policy No. _____

Expiration Date _____ Agent _____

Loaned _____ A.M. _____ Odometer Reading _____
P.M. _____ 20 _____

To be returned _____ A.M. _____
P.M. _____ 20 _____

Returned _____ A.M. _____ Odometer Reading Out _____
P.M. _____ 20 _____

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

Dated this _____ day of _____, 20____ By **X** _____

(Borrower)

By **X** _____ Address _____

(Dealer)

At _____ City _____ State _____ Phone _____

CAUTION: Borrower is responsible for all damage to the vehicle regardless of fault and is advised to contact his own insurance agent or broker to be sure he has insurance coverage.