



LOANER VEHICLE AGREEMENT

Made this _____ (date) by and between Smitty's Maintenance Repair & Collision, Inc. hereinafter designated as "Smitty's" and the undersigned _____ (Customer Name) hereinafter designated as "Borrower".

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

1. The subject vehicle is (to be completed when picking up loaner vehicle):

Make: _____ Year: _____ Model: _____ Body Style: _____

Vin: _____ 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 Smitty'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. Proof of Collision Insurance Coverage is required by the Borrower. **Initial** _____

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 Smitty's a full and complete report thereof. Borrower will pay Smitty's the market value of the vehicle and reasonable market value for loss of accessories unless otherwise specified.

7. Borrower agrees that all expenses incurred to the maintenance of the subject vehicle shall be borne solely to Borrower, and Borrower further expressly agrees to hold harmless and indemnify Smitty's against all claims and demands arising or resulting from Borrowers use, storage of, and/or repairs to, the subject vehicle during the period of this Agreement.

8. Borrower covenants and agrees with Smitty's that he/she will forever hold harmless and indemnify Smitty's 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 Smitty's 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 Smitty's upon arising out of the use of the subject vehicle while in the actual or constructive possession of Borrower, borrower agrees to pay Smitty's 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 Smitty's within 1 day from date of completed repairs/maintenance or prior thereto. Borrower also waives any claim which Smitty's may hereafter arise for any and all damage he/she may hereafter sustain by reason of any action, civil or criminal, which Smitty's 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 Smitty's as specified in this paragraph. Smitty's reserves the right to charge a daily late fee of \$35.00/day for vehicle not returned within the guidelines of this agreement.

10. In the event Borrower has left another vehicle in possession of Smitty's for the purpose of repairs or other service, and should Smitty's Borrowed vehicle be damaged while in the possession of Borrower, then Smitty's shall have lien upon and retain possession

of such other vehicle left in possession of Smitty's 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 Smitty's 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 not smoke within the vehicle. By doing so the borrower will pay a \$150 charge for cleaning of the borrowed vehicle. **LOANER VEHICLES ARE NON-SMOKING VEHICLES.**
Initial _____
- 13. Borrower agrees that he/she will not allow any animals with the vehicle.
- 14. Borrower agrees that he/she will return loaned vehicle with equal to or greater amount of fuel when vehicle was loaned.
- 15. 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.
Initial _____
- 16. 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 Smitty's for any loss.
- 17. Borrower must present a current driver's license and valid major credit card or debit card in the borrower's own name with available credit. At the time of borrowing vehicle, an authorization hold will be secured on the credit/debit card provided. The authorization is to cover any additional charges that may be incurred ie. late return of vehicle, ez pass, parking violations, gas, deductible in the case of an accident but not limited to these examples.

Operator's License #: _____ State: _____ Expiration Date: _____
Insurance Company: _____ Policy Number: _____
Collision Coverage: Yes No Deductible Amt: _____ Policy Effective Dates: _____
Agent: _____ Agent Contact Information: _____

Signature _____ **Date** _____

Please return form via email to: kim@smittysofpalmer.com

THIS SECTION TO BE COMPLETED WHEN PICKING UP LOANER VEHICLE

Card # _____ Exp. Date _____ CVV _____
Numerical Address _____ Zip Code _____
Cardholder Signature _____

Loan Date: _____ Time: _____ Odometer Out: _____
To Be Return Date: _____ Time: _____
Returned Date: _____ Time: _____ Odometer In: _____

Vehicle Pick Up Date Signature: _____ **Date** _____

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 Smitty's to Borrower. CAUTION: Borrower is responsible for all damages to the vehicle regardless of fault and is advised to contact his own insurance agent or banker to be sure he/she has insurance. Smitty's is not responsible for any damage to or theft of personal property while having use of the vehicle. I understand that Smitty's will not be responsible if Borrower leaves any personal items in the vehicle.