

**PLEASE NOTE: These forms are furnished as a guideline only. They may not be applicable to your personal situation but may be taken in consideration when establishing an agreement between parties.**

### **Vehicle Use Agreement Guideline**

Definitions: The "Owner" is the person who has legal ownership of the vehicle. The "User" is the person who has right of temporary use of the vehicle for the specified period. The "Owner's Agent" is the person designated to act on behalf of the owner.

We, the undersigned, agree to the following conditions. This agreement is between \_\_\_\_\_, herein called "Owner," and \_\_\_\_\_ herein called "User."

#### **1. DESIGNATED VEHICLE INFORMATION**

Make \_\_\_\_\_

Model \_\_\_\_\_

VIN \_\_\_\_\_

Color \_\_\_\_\_

Year \_\_\_\_\_

Tag \_\_\_\_\_

Mileage \_\_\_\_\_

#### **2. TERM**

The dates for use of the vehicle will be:

from \_\_\_\_\_ to \_\_\_\_\_ (DD/MM/YYYY).

#### **2. INSURANCE**

The Owner is to provide the User with the registration papers and a copy of the insurance policy for the borrowed vehicle. The Owner, or Owner's Agent, will pay all insurance and registration fees in host country.

The User will pay all personal insurance fees and provide proof of current driver's insurance. In addition, the User is to provide a letter to the Owner's insurance company to verify his/her safe-driving record and proof of personal insurance.

#### **3. CONDITION OF CAR**

The Owner will ensure that the vehicle is clean and in good mechanical condition. All major systems should be recently checked (steering, brakes, electrical components, ignition, cooling, transmission, suspension, motor and tires) and "Certificate of Mechanical Fitness" obtained. The motor should be tuned and serviced. The replacement of oil and air filters should be carried out just prior to the start date in this agreement.

The Owner should provide the User with a list of any minor defects in the vehicle.

#### **4. MAINTENANCE AND REPAIR**

##### **A. Routine Maintenance**

1. The vehicle is to be serviced according to the service manual provided. (Or as instructed by the Owner.)
2. The User is responsible for all basic service costs.

##### **B. Breakdowns and Repairs**

1. The Owner is responsible for any costs that can be attributed to mechanical failure due to normal usage for which the vehicle was designed.
2. The User is to contact the Owner or the Owner's Agent if such a mechanical failure should occur to obtain authorization to have repairs carried out quickly. Accounts are to be presented to the Owner or the Owner's Agent for payment.
3. The User is responsible for any costs incurred that can be attributed to neglect or misuse of the vehicle.

##### **C. Accidents and Repairs**

1. The conditions of the insurance policy for the vehicle is to be complied with if accidents, theft, and damage associated with theft occur.
2. The User is responsible for the basic excess on the policy.
3. Repair costs, if less than \$500, are to be paid by the User.
4. Accidents are to be reported to the police within 24 hours if damage has occurred or a person has been injured.
5. Any increased premium rates placed on the policy are to be paid by the User for two years.
6. In the case of an accident for which the User is not at fault, claims will be made on the other party's insurance at no cost to the Owner of the vehicle.
7. If the Owner's Insurer refuses to meet a claim as a result of any action by the User allowing the Insurer to void the claim (eg., drink driving, invalid license, negligence) then the User shall be responsible for the claim, or claims, in its, or their, entirety.

#### **5. USE**

The vehicle is to be driven on properly constructed road surfaces in good condition or on leveled-off road surfaces only.

The vehicle shall not be driven by any person other than those specified without the permission of the owner.

#### **6. LICENSE/LAW**

All designated drivers will obtain the appropriate license for that country and will comply with the relevant laws concerning motor vehicle use in that country.

**7. FEES**

The User is responsible for all fees and fines (including, but not limited to, speeding tickets, parking tickets, etc.) relating to use of vehicle.

**8. MILEAGE**

The vehicle may be driven: An unlimited distance

-OR-

Shall not be driven a distance of more than \_\_\_\_\_

**9. OTHER POINTS MUTUALLY AGREED UPON**

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Owner's Name \_\_\_\_\_

Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

User's Name \_\_\_\_\_

User's Signature \_\_\_\_\_

Date \_\_\_\_\_

Effective Date \_\_\_\_\_

Ending Date \_\_\_\_\_

