

DARKE COUNTY AIRPORT COURTESY CAR USE AGREEMENT

The Darke County Airport under the authority of Darke County Ohio and herein known as "Darke County Airport" provides a courtesy car for usage to and by Transient Pilots herein known as "Driver". In exchange for having use of the vehicle available, the Driver accepts and agrees to the following terms and conditions.

1. **Drivers:** Only people who have signed this or a similar agreement may operate the vehicle. The Driver, by his/her signature below, presents that he/she possesses a valid driver's license, not subject to any restrictions or suspensions, and that he/she is twenty-one (21) years of age or older.
2. **Use of Vehicle:** Driver further presents that he/she accepts and agrees:
 - a. That the Courtesy Vehicle is for local usage only. At no time shall the vehicle be more than thirty (30) miles from the Darke County Airport, unless prior arrangements have been made with the Airport Manager.
 - b. To obey federal, state, and local laws and regulations, and to drive with diligence and abide by the provisions of the courtesy car program at all times.
 - c. To assure that no person will be permitted to operate the vehicle entrusted to the Driver other than the Driver signing this form.
 - d. To assume personal responsibility that the automobile is in proper operating condition, clear of snow and ice (in winter months) and that visibility is unrestricted.
 - e. That at no time shall there be more people in the vehicle than the number of seat belts in the vehicle. All occupants of the vehicle are required to wear seat belts at all times.
 - f. To turn off the ignition, remove the keys, and lock the vehicle when unattended; except in those situations where doing so would be impractical.
 - g. To not smoke and do not permit the other occupants to smoke in the vehicle.
 - h. To not possess or use alcohol, drugs, or other intoxicating compounds and do not permit the other occupants to possess or use alcohol, drugs, or other intoxicating compounds during the possession of the vehicle. Open alcoholic beverages are not permitted in the vehicle.
 - i. To not use cell phones, other earphone equipment, and recording devices while operating the Courtesy Vehicle.
 - j. Assure that all passengers will adhere to all safety rules at all times.
 - k. Assume all responsibility for all fines and consequences from traffic or parking violations arising out of the use of the vehicle while it is entrusted to the Driver.
 - l. Drive with diligence at all times and comply with all federal, state, and local laws and regulations.
 - m. Immediately report all accidents as outlined in the document titled "What To Do In Case of an Accident" accompanying this document..
3. **Signature:** By his/her signature below, the Driver agrees he/she is responsible for any and all entry to any person or damage to any property arising from the use of the vehicle, regardless of fault. This includes responsibility for damages to the vehicle arising from, but not limited to, collision, theft, vandalism, towing, and/or storage

charges. To the extent allowed by the Driver's insurance policy, the Driver waives any rights of subrogation.

If you are the signed Driver and someone other than the signed Driver is driving, the signed Driver is responsible for all acts, including damages that involve the vehicle.

4. **Gasoline and Maintenance:** Upon return, the fuel tank will be filled. Donations to the vehicle maintenance fund are welcome, as there are no rental or mileage charges for use of the vehicle. The driver agrees to be responsible for all fines, court costs, and recovery expenses for parking, traffic, and other violations.
5. **Insurance:** All parties operating the vehicle shall have valid automobile insurance coverage for any and all use of the vehicle while it is entrusted to them, and that such insurance has, per current coverage limits, not less than \$50,000 per person, \$100,000 for all bodily injury, and \$50,000 for damage to property of others.
6. **Hold Harmless and Indemnification:** The Driver agrees to hold the Darke County Airport harmless and indemnify them from any and all claims, liability, and/or expenses, including reasonable attorney's fees arising out of the use of the vehicle, while it is entrusted to Driver.
7. **Collections:** All charges, including fees and expenses, and payment for loss or damage to the vehicle, are due upon demand. Any payments not made shall include a late fee of one and one-half (1 and ½%) percent service charge for each month that the balance remains unpaid. If collection is pursued, the Darke County Airport is entitled to recover reasonable attorney's fees.
8. **Changes:** No change or modification to this agreement may be made except in writing and signed by the Airport Manager.
9. **Conditions:** The Darke County Airport does not guarantee the condition of the vehicle. In the event of breakdown, the Darke County Airport has no obligation to provide an alternative vehicle or alternative transportation. Prior to taking control of the vehicle, the vehicle is to be inspected by the Driver and all damages noted. If the Driver concludes that the Courtesy Vehicle or conditions are unsafe, the final decision rests with the Driver.
10. **Contact Information:**
Darke County Airport, 9724 State Route 121, Versailles, Ohio 45380
Office: 937-526-9126; Cell: 937-467-9360
Email: snaas@co.darke.oh.us

* The Driver acknowledges that the privilege to operate the Courtesy Vehicle shall be revoked immediately upon failure to comply with terms and conditions of the Airport Courtesy Car Agreement or Satisfaction of Records.

You are advised to contact your Insurance Agent or Broker to make certain that you are protected and covered by your own insurance within the terms and conditions of the foregoing Agreement.

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 vehicle by the Darke County Airport to the Driver.

Driver Acknowledges:

- A. That he/she has been advised to contact his/her Insurance Agent or Broker to make certain that he/she is protected and covered by his/her own insurance within the terms and conditions of the foregoing Agreement; and
- B. That he/she has read and understands the conditions written and contained in this Agreement and which are made a part of this Agreement.
- C. **CAUTION:** he/she understands the Darke County Airport provides no insurance coverage of any kind, whatsoever, for him/her or for any occupant while the vehicle is entrusted to him/her.

COURTESY VEHICLE USER INFORMATION			Date:	
Borrower Name				
Address:				
City/State/Zip:				
Cell Phone:				
Drive License No.		State of Issue:		Expiration Date:
Model:		Year:		License Plate No:
VIN:				
Time Borrowed:	Time Out:		Date:	Odometer Out:
To Be Returned:	Time:		Date:	Estimated Mileage:
Time Returned:	Time In:		Date:	Odometer In:
Aircraft Make & Model:			Type:	N Number:
Your Insurance Company:			Policy Expires:	Policy No.:
Agent:		City:	State:	Phone:

By signing below, transient pilot or courtesy car operator affirms possession of a valid driver's license and liability insurance; acknowledges receipt of the COURTESY CAR USE AGREEMENT; and agrees to comply with all terms and conditions of the above guidelines.

Borrower's Printed Name:	
Borrower's Signature:	Date:
Airport Representative's Signature:	Date: