

**FILLMORE CITY MUNICIPAL AIRPORT  
COURTESY CAR AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between:

- I. Fillmore City, a municipality of the state of Utah, and
- II. \_\_\_\_\_, referred to in this Agreement as “Driver.”

Fillmore City and Driver are referred to collectively in this Agreement as the “parties.”

**RECITALS**

- A. Fillmore City provides individuals, who are visiting the Fillmore City Municipal Airport, the opportunity to use a Fillmore City Municipal Airport courtesy car.
- B. Fillmore City does not charge individuals a fixed rate for the use of this vehicle.
- C. In the event that the vehicle is returned in an unsatisfactory manner or condition, Driver’s credit card will be charged according to the provisions below.

NOW, THEREFORE, in consideration of Driver’s use of the vehicle, and other good and valuable consideration contained herein, the parties agree as follows:

- 1. **AGREEMENT.** Fillmore City agrees to lend the vehicle to Driver, at no charge, subject to the limitations below.
- 2. **SCOPE OF USE.**
  - 2.1 Time. Driver agrees to return the vehicle within twenty-four (24) hours after signing this Agreement and taking possession of the vehicle. In the event that a vehicle is returned after the twenty-four (24) hour period, Driver agrees to compensate Fillmore City \$5.00 per hour of exceeded use until the vehicle is returned.
  - 2.2 Mileage. Driver agrees not to exceed twenty (20) miles within the twenty-four (24) hour period. In the event that Driver exceeds such mileage, Driver agrees to compensate Fillmore City \$0.58 per mile of exceeded use.
  - 2.3 Approved and Prohibited Uses.
    - 2.3.1 *Approved Use.* Driver agrees to use the vehicle only for personal or routine business use and operate the vehicle only on properly maintained roads and parking lots. Driver agrees to comply with all applicable traffic laws and licensure laws in operating the vehicle.

2.3.2 *Prohibited Use.* Driver will not operate the vehicle in a manner inconsistent with the above paragraph, including operating the vehicle off-road or in violation of traffic or licensure laws. Driver will not lease or lend the vehicle to a third-party.

3. **OBLIGATIONS OF DRIVER UPON RETURN OF VEHICLE.** In addition to the above authorized “SCOPE OF USE,” Driver agrees as follows:

3.1 Fuel. Driver will return the vehicle with a full tank of gas. In the event that Driver returns the vehicle without doing so, Fillmore City will charge to Driver’s credit card the amount it costs Fillmore City to refill the gas tank with fuel.

3.2 Location. Driver will pick up and return the vehicle to the Fillmore City Municipal Airport.

4. **DRIVER INFORMATION.**

4.1 Contact Information.

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

4.1 Driver’s License Information.

Driver’s License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

4.2 Automobile Insurance or Worker’s Compensation Coverage Information. Driver must provide his/her insurance information. If Driver’s use of the vehicle is within the scope of Driver’s employment, Driver shall provide his/her automobile insurance information and/or worker’s compensation coverage information. If the use of the vehicle is for personal purposes, Driver shall provide his/her automobile insurance information.

Policy Number: \_\_\_\_\_

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

Expiration Date: \_\_\_\_\_

4.3 Credit Card Information. This information is to be held on file until the vehicle is returned and inspected, to be charged only if the vehicle is returned in an unsatisfactory condition, including but not limited to the vehicle being returned late, returned damaged, or returned with excessive mileage incurred.

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

CVV: \_\_\_\_\_

5. **PERIOD OF USE.** Fillmore City agrees to lend the vehicle to Driver for the following period:

Starting Date: \_\_\_\_\_

Starting Time: \_\_\_\_\_ (a.m./p.m.)

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

Ending Time: \_\_\_\_\_ (a.m./p.m.)

6. **CAR MILEAGE.** At the signing of this contract, the vehicle's mileage totaled: \_\_\_\_\_ miles.

7. **INDEMNIFICATION AND HOLD HARMLESS.** Except for the negligence or willful misconduct by Fillmore City or any of its employees, agents, or contractors, Driver, for himself/herself, his/her personal representative, heirs, successors and assigns shall indemnify, defend, and hold harmless Fillmore City, its officers, employees, agents, directors, successors and assigns from and against all claims, causes of action, judgments, damages, losses, liabilities and expenses (including attorney's fees, costs and expenses), which may in any way be brought against or incurred by Fillmore City, its officers, employees, agents, directors, successors and assigns for any damage to property or injury to persons that may occur from Driver's negligent use or operation of the vehicle.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties hereto with respect to the transaction contemplated hereby. All prior representations, negotiations, agreements, and understandings of the parties are merged into this Agreement. No change or modification to this Agreement shall be valid unless it is in a writing signed by the party against whom enforcement is sought.

9. **SIGNATORY.** This Agreement may be signed, on behalf of Fillmore City, by the Fillmore City Mayor or any of the Mayor's designees.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_