



F 0 1 2 1

DEALER

BORROWED VEHICLE AGREEMENT

VEHICLE INFORMATION	YEAR	MAKE	MODEL
	VIN #		LICENSE PLATE NUMBER
BORROWED ▶	TIME	DATE	ODOMETER OUT
TO BE RETURNED ▶	TIME	DATE	
WAS RETURNED ▶	TIME	DATE	ODOMETER IN
BORROWER	DRIVERS LICENSE NUMBER		STATE ISSUED
ADDRESS	CITY	STATE	EXPIRES
HOME PHONE	WORK PHONE		
		STATE	ZIP

In consideration of the loan of the above described vehicle to Borrower by Dealer, the above named Borrower agrees as follows:

1. That he/she has inspected the borrowed vehicle and that it currently is in good condition, mechanical and otherwise.
2. That he/she will not permit the vehicle to be operated by any other person, nor loaned or rented to any other person.
3. The vehicle shall not be driven more than 50 miles from the Dealer's place of business, unless consented to in writing by the Dealer.
4. The vehicle will not be operated by any driver while under the influence of alcohol or drugs.
5. For so long as Borrower is in possession of the vehicle, he/she will preserve and protect the vehicle from loss or damage. Borrower agrees that he/she will be liable for all costs and repairs to the vehicle, regardless of fault, which become necessary while the vehicle is in the possession of the Borrower or as a result of the Borrower's use of the vehicle.
6. Borrower acknowledges that he/she has been advised to be certain that his/her own automobile insurance coverage will provide for payment of any loss or damage in the event of any accident or other loss or damage to the vehicle while in the Borrower's possession.
7. That he/she will not use the vehicle or cause or permit the vehicle to be used in any manner whatsoever which would violate any Municipal, County, State or Federal law, statute, ordinance or regulation.
8. In the event of any accident involving the borrowed vehicle, Borrower will furnish to Dealer a complete report of the accident within twelve (12) hours following the accident, and will report the accident to the Department of Motor Vehicles of the state in which the accident occurs within the time and in the manner provided in the vehicle code of said state.
9. If the vehicle, or any of its accessories, are lost or destroyed while in the possession of Borrower, or Borrower is otherwise unable to return the vehicle to the Dealer on demand for any reason whatsoever, Borrower will pay Dealer the fair market value of the vehicle and/or the lost accessories, unless otherwise agreed.
10. All expenses necessary for maintenance of the vehicle while in the possession of the Borrower shall be paid solely by Borrower. Borrower will reimburse Dealer for any loss and/or damage to the vehicle during the term of this agreement.
11. Borrower agrees to indemnify and hold harmless the Dealer against all claims and demands resulting from Borrower's use, storage and/or repairs of the vehicle during the term of this agreement.
12. Borrower will indemnify and hold harmless the Dealer from any and all claims, demands, causes of actions, attorney fees and expenses of any kind arising or alleged to arise from the use, operation, maintenance and possession of the vehicle while in the possession of the Borrower.
13. Borrower agrees to reimburse Dealer any and all reasonable attorney fees and court costs Dealer incurs if Dealer files an action to recover possession of, or the value of, or the cost of repairing the vehicle, or in the event Dealer employs an attorney to defend it in any action filed by Borrower or anyone claiming damages for personal injuries or property damages arising out of the use of the vehicle while in the actual or constructive possession of Borrower.
14. Borrower will, at its own cost, maintain Bodily Injury and Property Damage Liability Insurance covering the use of the borrowed vehicle during the time it is in Borrower's 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 while the vehicle is in the possession of the Borrower.

Insurance Company	Agent
Policy Number	City, State, Zip
Expires:	Phone:

15. The vehicle shall be returned to Dealer at the Dealer's address above on Dealer's demand, and in the absence of any such demand, no later than _____. Dealer and or its agents may take any action they deem necessary to recover possession of the vehicle if Borrower fails to return it to Dealer as provided in this paragraph, and Dealer shall have no liability to Borrower for any damages sustained by Borrower as a result of any such action by Dealer.
16. The Dealer shall have a lien upon, and may retain possession of, any vehicle of Borrower which Borrower has left in possession of Dealer for repairs or service, until all damage to the borrowed vehicle has been paid for by Borrower. The Dealer may sell the Borrower's vehicle and apply the proceeds to the cost of repairs or other service to the borrowed vehicle.
17. For purposes of this agreement the borrowed vehicle shall be deemed to be in the possession of the Borrower from the moment Borrower takes possession of it at the Dealer's premises until it is returned to Dealer by Borrower.
18. The foregoing constitutes the only agreement between the Dealer and Borrower covering the loan of the above described vehicle. All prior or contemporaneous agreements, representations and warranties shall be deemed merged herein.

Borrower acknowledges receipt of a copy of this Borrowed Vehicle Agreement.

Date _____

DEALER _____

BORROWER _____