

Aircraft N Number: _____

Courtesy Car for Pilots. Please complete form, Snap a picture and text to 541-240-1761 or Email spointer@co.morrow.or.us

AIRPORT COURTESY CAR USE AGREEMENT

Morrow County has provided the Morrow County Lexington Airport with an Airport Courtesy Car for use by pilots ONLY from out of town.

Car make and model License no. **Ford Explorer E217441**

In exchange for use of the Airport Courtesy Car, I agree to the following terms and conditions:

1. **Nomenclature:** *I, me* and *my* refer to the person who signs the agreement. *Vehicle* refers to the Airport Courtesy Car.
2. **When and Where I'll Return the Vehicle:** I'll return the vehicle to the Morrow County Lexington Airport by the time indicated below. I'll return it sooner to Morrow County Lexington Airport on demand. In any event, I'll return the vehicle within two hours unless I receive verbal approval from the Airport Manager or the Airport Assistant on duty to use the vehicle longer. I agree that I will not drive the vehicle more than 50 miles from Morrow County Lexington Airport without prior permission of the Airport Manager. I agree that Morrow County may take immediate possession of the vehicle if I have not returned the vehicle within the agreed upon timeframe of use.
3. **Use:** During use of the vehicle I agree to follow all applicable laws of the State of Oregon. I agree to not consume alcohol or any chemical that may impair my driving ability immediately before or during use of the vehicle. I agree that smoking in the vehicle is prohibited. I agree to refrain from the use of a cellular phone to talk or text message while operating the vehicle. I will refrain from driving the vehicle off-road or on unfavorable rough surfaces
4. **Gasoline and Maintenance:** Donations to the maintenance fund are welcomed, as there are no rental or mileage charges for use of the vehicle. Replacement of gasoline used during the use of the vehicle is also welcomed but not required upon return.
5. **Fines and Expenses:** I agree to pay all fines, court cost and recovery expenses for parking, traffic and other violations, including towing and storage charges.
6. **Who May Drive the Vehicle:** I will let no one use the vehicle unless, and until, he or she signs an Airport Courtesy Car Use Agreement with Morrow County Lexington Airport. I certify that I am at least 18 years old.
7. **Responsibility for Injury to Persons or Damage to Property:** I understand that I am responsible for any injury to any person or damage to any property arising from my use of the vehicle while the vehicle is entrusted to me, whether or not I am the driver at the time of the injury or damage and regardless of fault.

I agree to be responsible for any damage to the vehicle while it is entrusted to me arising from such things as, but not limited to, collision, theft, vandalism, and including towing or storage charges.

I certify that I have inspected the vehicle. I confirm no warranties have been made to me by Morrow County Lexington Airport as to its condition and my use of the vehicle is understood to be on an "as is" basis and at my own risk. If I should notice any defects while driving the vehicle I will immediately notify Morrow County Lexington Airport of the nature of the defect so it can be corrected. Further, if the defect, in my judgment, presents any safety hazard I will not drive the vehicle until Morrow County Lexington Airport has been notified and can make arrangements for return or repair of the vehicle.

To the extent allowed under my insurance policy, I hereby waive any rights of subrogation against Morrow County or the Morrow County Lexington Airport for loss or injury arising from use of the vehicle.

8. **Insurance:** I certify that I have valid automobile insurance which covers any and all use of the vehicle while it is entrusted to me and that such insurance has per occurrence coverage limits of not less than \$100,000 per person, \$300,000 for all bodily injury, and \$50,000 for damage to property of others. I further certify my insurance policy provides coverage sufficient to meet the minimum requirements set by Oregon's mandatory insurance law, including Oregon Auto Personal Injury Protection coverage, and Oregon Uninsured/Underinsured Motorist coverages.

9. **Indemnification:** I agree to hold Morrow County harmless and indemnify Morrow County against any loss, liability, and/or expense that Morrow County incurs arising out of the use of the vehicle while it is entrusted to me under this agreement.

10. **Repossessing the Vehicle:** Morrow County can repossess the vehicle anytime it is found illegally parked, being used to violate the law, if I am in violation of the terms of this agreement, or if the vehicle appears to be abandoned. Morrow County can repossess the vehicle anytime if it is discovered I made a misrepresentation to obtain the vehicle. Morrow County needn't notify me in advance. In the event the vehicle is repossessed, I agree to pay the actual and reasonable cost incurred by Morrow County to repossess the vehicle.

11. **Collections:** All charges, fees and expenses, including payment for loss of or damage to the vehicle are due to Morrow County upon demand. If I do not pay all charges when due, I agree to pay a late charge of one and a half percent (1-1/2%) per month, or as permitted by law on the past due balance. I will pay any collection costs, including a service charge for any check which is not honored by a financial institution and Morrow County reasonable attorney's fees, if I don't pay any amount when due. If the law permits, Morrow County may contact me or my employer at my place of business about payment. I understand that my aircraft may be held as collateral until any of the previous claims are resolved.

12. **Property in the Vehicle:** I am responsible for loss or damage to any property in or on the vehicle, in any service vehicle, on Morrow County Lexington Airport premises, or received or handled by Morrow County Lexington Airport, regardless of who is at fault. I'll be responsible to Morrow County for claims by others for loss or damage.

13. **Changes:** Any change in this indemnity agreement or Morrow County rights must be in writing and signed by the Airport Manager.

CAUTION: I ACKNOWLEDGE THAT MORROW COUNTY LEXINGTON AIRPORT PROVIDES NO INSURANCE COVERAGE OF ANY KIND WHATSOEVER FOR ME OR ANYONE, EXCEPT MORROW COUNTY, WHILE THE MORROW COUNTY LEXINGTON AIRPORT COURTESY CAR IS ENTRUSTED TO ME.

Signing this form certifies that he/she has a valid driver's license and will comply with any restrictions to which that license is subject. This agreement remains in force for any and all subsequent use of any Morrow County Lexington Airport Courtesy Car or loaned vehicle by the below signed.

_____ Dated: _____ Phone Number(s) _____
Signature

_____ My Insurance Carrier: _____
Printed Name

_____ My Policy Number: _____
Address

_____ My Insurance Agent: _____
City/State/ZIP

My Driver's License: _____
Number State

Reserved for Office Use

Car Checked Out: ____/____/____ Time: _____ a.m./p.m. Mileage: _____

Car to be Returned by: ____/____/____ Time: _____ a.m./p.m.

Car Returned: ____/____/____ Time: _____ a.m./p.m. Mileage: _____

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