



# LOANER VEHICLE AGREEMENT

## 1. PURPOSE –

Loaner vehicles are provided as a courtesy to you as a temporary replacement vehicle while your vehicle is under our care for service, repairs, maintenance, diagnosis, etc. The vehicle use is provided free of daily use charges.

## 2. TERMINOLOGY -

For the purpose of this agreement, the words *You, Your, Yours* refer to the client who will be using the loaner vehicle as a temporary replacement vehicle while their own vehicle is in for repairs, maintenance or otherwise in the care of Motor Works, Inc. The words *Us, Our, Ours* refer to the replacement vehicle owner (Motor Works, Inc.).

## 3. YOUR RESPONSIBILITIES –

- Fuel replacement is not required. *If the spirit moves you, refilling the fuel tank is appreciated.*
- Return the loaner vehicle to us in the same condition as received. Regarding the interior, please refrain from smoking, eating, drinking or soiling the seats while inside the vehicle. Please do not allow pets or children to leave bits and hair inside the vehicle (some are allergic to pet hair).
- You are the only driver authorized to drive this car. No spouses, kids, neighbors, etc. unless prior approval is obtained from Us.
- You are responsible for any toll charges (including EZ-Pass tolls and surcharges), parking or moving violations on this vehicle while in your care. **Please let us know if you have traveled on a toll road.**
- You must have in-force insurance coverage on your vehicle, as described in paragraph 4, on the reverse side of this form.
- You must possess and provide proof a valid driver's license and be over the age of 21.
- You agree not to use the vehicle for transportation of person(s) or property for hire.
- You agree not to use the vehicle in any violation of the law, ordinance, or regulation governing the use or return thereof.
- You agree not to remove the vehicle from the Washington metropolitan area.
- The vehicle is equipped with global positioning satellite technology and a transmitter that allows us to track or otherwise locate the vehicle and privacy is not guaranteed. To the extent permitted by law, you authorize our use of the technology included in the vehicle, including to track the location of the vehicle and to assist in the repossession of the vehicle. In addition, the vehicle is capable of providing usage data (including, but not limited to distance driven), which data may to the extent permitted by law be used for the purpose of billing.
- You expressly agree to pay to Motor Works, Inc.:
  - Any fine or legal violation against the cars registration or driver while in your possession.
  - All expenses incurred by Motor Works, Inc., in the collection of monies due us per this agreement, or in regaining possession of the car, or in enforcing any term or condition of this agreement, including attorney's fees and costs.
  - All expenses incurred by us for the cleaning, disinfecting or repair of the vehicle interior or mechanisms for any reason, resulting from your use or possession (e.g. spills, food stains, dog hair, bodily fluids, car seats, etc.).
  - Any and all expenses incurred by us for body, mechanical or glass repairs to our vehicle resulting from misuse or accident, resulting from your use or possession, regardless of fault or level of insurance coverage.
  - Up to \$1000 for the loss of the vehicle key, as this may require complete re-keying and programming of the vehicle.

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**4. INSURANCE –**

- LIABILITY – You must maintain bodily injury liability coverage meeting or exceeding \$300,000 per occurrence and \$600,000 in the aggregate (combined single limit). Pursuant to § 18-102 and § 17-104 of the Maryland State Transportation code, **You acknowledge that coverage on the vehicle being serviced or repaired is primary coverage for the replacement vehicle and any coverage provided by us on the replacement vehicle is secondary.**
- UNINSURED MOTORIST PROTECTION – PERSONAL INJURY PROTECTION: **You** are responsible for providing proof of insurance coverage at levels that meet or exceed state mandated requirements.
- COMPREHENSIVE – COLLISION coverage: You are responsible for costs associated with loss or repair, to our vehicle resulting from your use or possession. If your insurance policy contains this coverage, **you acknowledge that the coverage is primary and transfers to the replacement vehicle.** You are responsible for any deductibles your insurance carrier might impose upon a damage or loss claim.

**5. INDEMNITY PROVISION –**

- Client shall defend, indemnify, and hold owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs and expenses connected with the possession or use of the loaner vehicle, including claims of or liabilities to third parties due to abandonment, conversion, concealment, or unauthorized sale of the car or confiscation of the car by governmental authority, for any unlawful or improper use.

**6. ENFORCEABLE –**

- If any provision of this agreement is unlawful, contrary to public policy, void or unenforceable, remaining provisions shall continue in full force and effect.
- By signature below, I have read and agree to the terms of this Loaner Vehicle Agreement.

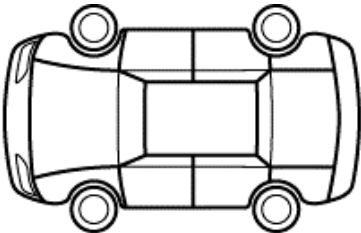
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Insurance Company Name


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Policy Number


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Client Name – printed

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