

LOANER CAR AGREEMENT

This Loaner Car Agreement (“Agreement”) is made by and between _____ (“Service Garage”) and _____ (“Customer” or “I”) as of the ___ day of _____, 2007.

Customer has requested the use of a loaner vehicle (“Vehicle”) while Customer’s vehicle is being repaired; and

Service Garage is willing to loan Customer a Vehicle at no charge subject to the terms and conditions of this Agreement.

Customer and Service Garage agree as follows:

A. VALID LICENSE – OPERATING STANDARDS

1. I have a valid Minnesota driver’s license and am authorized under Minnesota law to drive the Vehicle. There are no reasons why Service Garage cannot safely entrust the Vehicle to me.
2. I agree that I will be the primary operator of the Vehicle and that no one under age 25 will be operating the Vehicle.
3. I agree to exercise reasonable care for the Vehicle and not engage in any driving activities which could harm the Vehicle, myself or others.
4. I will be responsible for the payment of any traffic or other tickets or offenses occurring while I use the Vehicle.
5. If I experience any mechanical trouble with the Vehicle including, but not limited to, warning lights, smoke or strange noises, I agree to pull over as soon as it is reasonable and practical to do so, and call for assistance. If I fail to do so and damage occurs to the Vehicle, I acknowledge that I may be held responsible for said damage.

Customer’s Initials

B. INSURANCE – LIABILITY

6. I certify that I have current liability insurance on my vehicle with at least the following coverages:
 - a. \$60,000.00 bodily injury;
 - b. \$120,000.00 per accident; and
 - c. \$20,000.00 property damage.

7. I agree that Service Garage shall have the right to make a claim against my insurance carrier to cover any damages that occur to the Vehicle while in my possession. I hereby release Service Garage, its directors, officers, shareholders, employees, and any related entities from liability for any damages or injuries caused to anyone or anything involving the Vehicle.
8. I agree to reimburse Service Garage, its directors, officers, shareholders, employees, and any related entities from any claims against Service Garage arising out of my use of the Vehicle. I also agree to defend Service Garage from any claims arising from my use of the Vehicle.
9. For purposes of primary liability insurance coverage, I agree that primary coverage will be provided by my insurance policy as specified in Minnesota Statutes § 65B.49, subd. 5a(j).

Customer's Initials

C. DISPUTE RESOLUTION/ACNOWLEDGEMENT

10. All disputes concerning this Agreement or Customer's use of the Vehicle shall be governed by Minnesota law and shall be heard in the Minnesota court located closest to Service Garage.
11. I agree and acknowledge that I have read this Agreement and understand all of its contents and provisions.

Customer's Initials

Vehicle _____ Date Borrowed _____ Time _____

Mileage Out _____ Gas Level E ½ F

Visible Damage _____ DL# _____

Insurance Company _____ Policy Number _____

Date Returned _____ Time _____

Mileage Returned _____ Gas Level E ½ F

Any comments on how vehicle performed _____

Please print Customer Name _____ INV# _____

Customer Signature _____ Date _____