

COURTESY CAR USE AGREEMENT

Tire One Auto Center Inc. and or Triple G Lube Inc., provides a Courtesy Cars for use by customers. In exchange for use of this car, I agree to the following terms and conditions:

1. **Nomenclature:** I, me and my refer to the person who signs the agreement.
 2. **When and Where I'll return the Car:** I'll return the car to Tire One Auto Center by the time indicated below. I'll return it sooner on Tire One Auto Center's and or Triple G Lubes demand. In any event, I'll return the car within twenty-four hours unless I receive verbal approval from Tire One Auto Center and or Triple G Lube to use the car longer.

3. **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 Tire One Auto Center's and or Triple G Lube's auto while Tire One Auto Center's and or Triple G Lube's auto 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 Tire One Auto Centers and or Triple G Lubes auto 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 also certify that I have inspected Tire One Auto Centers and or Triple G Lubes auto. I confirm no warranties have been made to me by Tire One Auto Center and or Triple G Lube as to its condition and my use of Tire One Auto Center and or Triple G Lube auto is understood to be on an "as is" basis and at my own risk. If I should notice any defects while driving Tire One Auto Center and or Triple G Lubes auto I will immediately notify Tire One Auto Center and or Triple G Lube 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 car until Tire One Auto Center and or Triple G Lube has been notified and can make arrangements for return or repair of the car.

To the extent allowed under my insurance policy, I hereby waive any rights of subrogation against Tire One Auto Center and or Triple G Lube for loss or injury arising from use of Tire One Auto Center and or Triple G Lube entrusted auto.

4. **Gasoline and Maintenance:** There are no rental or mileage charges for use of the car. Return vehicle with approximate fuel that it left with.

5. **Fines and Expenses:** I'll pay all fines, court cost and recovery expenses for parking, traffic and other violations, including towing and storage charges.

6. **Who May Drive the Car:** I will let no one else use the car unless, and until, he or she signs a Courtesy Car Use Agreement with Tire One Auto Center and or Triple G Lube..

7. **Insurance:** I certify that I have valid automobile insurance which covers any and all use of Tire One Auto Center and or Triple G Lube auto while it is entrusted to me and that such insurance has per occurrence coverage limits of \$500,000 combined single limit or \$500,000 per person/\$500,000 per accident/\$100,000 property damage. I further certify my insurance policy provides coverage sufficient to meet the minimum requirements set by North Dakota mandatory insurance law, including North Dakota Auto Personal Injury Protection coverage, and North Dakota Uninsured/Underinsured Motorist coverages.

8. **Indemnification:** I agree to hold Tire One Auto Center and or Triple G Lube harmless and indemnify Tire One Auto Center and or Triple G Lube against any loss, liability, and/or expense that Tire One Auto Center and or Triple G Lube incurs arising out of the use of the car while it is entrusted to me under this agreement.

9. **Repossessing the Car:** Tire One Auto Center and or Triple G Lube can repossess the car anytime it is found illegally parked, being used to violate the law or terms of this agreement, or appears to be abandoned. Tire One Auto Center and or Triple G Lube can repossess the auto anytime if it is discovered I made a misrepresentation to obtain the car. Tire One Auto Center and or Triple G Lube needn't notify me in advance. In the event the car is repossessed, I agree to pay the actual and reasonable cost incurred by tire One Auto Center to repossess the vehicle.

10. **Collections:** All charges, fees and expenses, including payment for loss of or damage to the car are due Tire One Auto Center and or Triple G Lubes demand. If I do not pay all charges when due, I agree to pay a late charge of 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 Tire One Auto Center and or Triple G Lube reasonable attorney's fees, if I don't pay any amount when due. If the law permits, Tire One Auto Center and or Triple G Lube may contact me or my employer at my place of business about payment.

11. **Property in the Car:** I am responsible for loss or damage to any property in or on the car of Tire One Auto Center and or Triple G Lube regardless of who is at fault. I'll be responsible to Tire One Auto Center and or Triple G Lube for claims by others for loss or damage.

12. **Changes:** Any change in this indemnity agreement or Tire One Auto Center and or Triple G Lube rights must be in writing and signed by the Manager.

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 Tire One Auto Center and or Triple G Lube Courtesy Car or loaned vehicle by the below signed.

Signature: _____ Dated: _____ Phone Number(s): _____

Printed Name: _____ My Insurance Carrier: _____

Address: _____ My Policy Number: _____

City/State/Zip: _____ My Insurance Agent: _____

My Driver's License: _____

	Number	State	Expires
Car Checked Out: _____ / _____ / _____			
Time: _____		a.m./p.m.	
Car to be Returned by: _____ / _____ / _____			
Time: _____		a.m./p.m.	
Car Returned: _____ / _____ / _____			
Time: _____		a.m./p.m.	

VEHICLE
Year: _____
Make: _____
Model: _____

Pre-Trip Inspection done by: _____ Post Trip Inspection done by: _____

Fuel Level Out: _____ Fuel Level In: _____

Miles Out: _____ Miles In: _____