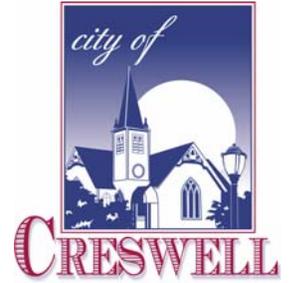


CITY OF CRESWELL

AIRPORT COURTESY CAR USE AGREEMENT



The City of Creswell, an Oregon municipal corporation, provides an Airport Courtesy Vehicle, Oregon License No. E252757, for usage by out-of-town pilots. In exchange for having use of the vehicle available, the Driver agrees to the following terms and conditions:

1. Drivers. Only people who have signed this or a similar agreement may operate the vehicle. The driver, by his/her signature below, presents that he/she possesses a valid driver's license, not subject to any restrictions or suspensions.
2. Use of Vehicle. At no time shall there be more than five (5) people in the vehicle. At no time shall the vehicle be further than 100 miles from the City of Creswell, unless prior arrangements have been made with the Airport Manager. At no time while the vehicle is in the driver's possession, shall driver consume any alcoholic beverages or illegal drugs.
3. Return of Vehicle. The vehicle shall be returned to the Creswell Airport within four (4) hours unless another time is specifically indicated, or upon any demand for return by the Airport.
4. Signature. By his/her signature below, the driver agrees he/she is responsible for any and all entry to any person or damage to any property arising from the use of the vehicle, regardless of fault. This includes responsibility for damage to the vehicle arising from, but not limited to, collision, theft, vandalism, towing, and/or storage charges. To the extent allowed by the driver's insurance policy, the driver waives any rights of subrogation against the City for loss of injury or damage arising from use of the vehicle.

If you are the signed driver, and someone other than a signed driver is driving, the signed driver is responsible for all acts, including damages, that involve the vehicle.

5. Gasoline and Maintenance. Upon return, the fuel tank will be filled. Donations to the vehicle maintenance fund are welcome, as there are no rental or mileage charges for use of the vehicle. The driver agrees to be responsible for all fines, court costs, and recovery expenses for parking, traffic, and other violations.
6. Insurance. All parties operating the vehicle shall have valid automobile insurance coverage for any and all use of the vehicle while it is entrusted to them, and that such insurance has, per current coverage limits, not less than \$50,000 per person, \$100,000 for all bodily injury, and \$50,000 for damage to property of others. Further, by signing, the driver is certifying that the insurance policy provides sufficient coverage to meet the minimum requirements set by Oregon's mandatory insurance law,

including Oregon personal injury protection coverage and Oregon uninsured/underinsured motorist coverage.

7. Hold Harmless and Indemnification. The driver agrees to hold City harmless and indemnify it from any and all claims, liability, and or expenses, including reasonable attorney's fees arising out of the use of the vehicle, while it is entrusted to driver.
8. Collections. All charges, including fees and expenses, and payment for loss or damage to the vehicle, are due upon demand. Any payments not made shall include a late fee of one and one-half (1½%) percent service charge for each month. If collection is pursued, the City is entitled to recover reasonable attorney's fees.
9. Changes. No change or modification to this agreement may be made except in writing and signed by the City's representative.
10. Condition. The City does not guarantee the condition of the vehicle. In the event of breakdown, the City has no obligation to provide an alternative vehicle or alternative transportation. Prior to taking control of the vehicle, the vehicle is to be inspected by the driver and all damages noted.

CAUTION: I ACKNOWLEDGE THE CITY OF CRESWELL PROVIDES NO INSURANCE COVERAGE OF ANY KIND WHATSOEVER FOR ME OR FOR ANYONE WHILE THE VEHICLE IS ENTRUSTED TO ME.

Signature

Printed Name _____

Address _____

Date _____ Cell No. _____

Insurance Carrier _____

Policy # _____

Insurance Agency (proof of insurance) _____

Driver's License Number _____

State _____

Date of Expiration _____

CITY OF CRESWELL:

By: _____