



AIRPORT COURTESY CAR USE AGREEMENT

The City of Greensburg has provided the Greensburg Municipal Board of Aviation with an Airport Courtesy Car for use by pilots ONLY from out of town.

Car Make and Model: 2013 Dodge Charger License Plate Number: 99135

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 Will Return Vehicle:** I will return the vehicle to the Greensburg Municipal Airport by the time indicated below. I'll return it sooner to the Greensburg Municipal Airport on demand. In any event, I will return the vehicle within two hours unless I receive verbal approval from the Airport Manager on duty to use the vehicle longer. I agree that I will not drive the vehicle more than 50 miles from the Greensburg Municipal Airport without prior permission of the Airport Manager. I agree that the Greensburg Police Department 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 Indiana, Decatur County, and the City of Greensburg. I agree not to 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 surfaces.
4. **Gasoline and Maintenance:** Donations to the maintenance fund are welcome, as there is no rental or mileage charges for use of the vehicle. Replacement of gasoline used during the use of the vehicle is also welcomed.
5. **Fines and Expenses:** I agree to pay all fines, court costs, 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, he/she signs an Airport Courtesy Car Use Agreement with the Greensburg Municipal 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, thefts, 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 the Greensburg Municipal 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 the Greensburg Municipal Airport of the nature of the defect so it can be corrected. Further, if the defect, in my judgement, presents as a safety hazard, I will not drive the vehicle until the Greensburg Municipal 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 the City of Greensburg, Greensburg Municipal Board of Aviation, or Greensburg Municipal 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 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 all the minimum of Indiana's mandatory insurance law.

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

10. **Repossessing the Vehicle:** The City of Greensburg 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. The City of Greensburg does not need to notify me in advance. In the event the vehicle is repossessed, I agree to pay the actual and reasonable cost incurred by the City of Greensburg to repossess the vehicle.

11. **Collections:** All charges, fees and expenses, including payment for loss of or damage to the vehicle are due to the City of Greensburg upon demand. IF I do not pay all charges when due, I agree to pay a late charge of three and a half percent 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 the City of Greensburg reasonable attorney's fees, if I do not pay any amount when due. If the law permits, the City of Greensburg 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 pervious 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 Greensburg Municipal Airport premises, or received or handled by Greensburg Municipal Airport, regardless of who is at fault. I will be responsible to the City of Greensburg for claims by others for loss or damage.

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

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

Completing the online form and use of the courtesy car affirms possession of a valid driver's license and liability insurance; acknowledges receipt of these Guidelines; and agrees to comply with all terms and conditions listed above.

Airport Manager: Jerry Scheidler

Airport Manager Phone Number: 812-593-1677

Non Emergency Greensburg Police Phone Number: 812-663-3131