

LOANER VEHICLE AGREEMENTS
FOR PASSENGER VEHICLES OF
EASY LIFT TRANSPORTATION

Borrowing Agency Contact Name and Number: _____

This Loaner Vehicle Agreement (the "Agreement") is entered into by and between Easy Lift Transportation ("Easy Lift") and _____ ("Borrowing Agency") as of _____.

This Agreement governs the Loaner Vehicle Program developed and provided by and between Easy Lift to provide other nonprofit agencies and organizations a cost effective option to provide for their transportation needs by borrowing vans, busses and other passenger vehicles owned and operated the Easy Lift ("Vehicle" or "Vehicles").

The Loaner Vehicle Program is targeted to provide the benefits of loaner Vehicles only to nonprofit agencies and organizations which are properly registered and in good standing with the California Secretary of State or state of organization and properly qualified with the Internal Revenue Service.

The Borrowing Agency and Easy Lift desire to enter into this Agreement to govern the terms and conditions of the Borrowing Agency using Easy Lift's Vehicles under the Loaner Vehicle Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Area of Vehicle Use. Vehicles are not to be taken beyond the boundaries of Santa Barbara County by Borrowing Agency unless pre-approved in writing by Easy Lift as provided in Section 14.
2. Children's Policy. Children under the age of __ may not be transported in any Vehicle unless they are disabled except with Easy Lift's prior written approval.
3. Availability. Vehicles are loaned on an "as available" basis at the discretion and control of Easy Lift, and Easy Lift reserves the right to refuse a request to borrow any Vehicle for any reason without prior notice to Borrowing Agency.
4. Accident, Theft and Claims Reporting. Borrowing Agency will immediately report to Easy Lift any accident or theft of, or damage to any Vehicle and appropriately report any accident, theft or damage to the law enforcement authority for the jurisdiction where the accident, theft or damage occurred. Borrowing Agency shall promptly inform Easy Lift to the authority to whom the report was made and cooperate in any investigation pertaining to the accident or death.
5. Personal Property. Easy Lift shall not be responsible for loss or damage to any personal property left in any Vehicle.

6. Insurance. Easy Lift provides all approved staff and volunteers driving any Vehicle and passengers with physical damage and bodily injury liability insurance. Borrowing Agency may, at its discretion, provide additional insurance, in which case Easy Lift shall be named on the policy as an additional insured.
7. Insurance Deductible. In the event that an accident, theft or damage occurs which is deemed to be the fault of the driver of Borrowing Agency, then Borrowing Agency must reimburse Easy Lift for any deductible it is required to pay to its insurance carrier within 10 days of request from Easy Lift.
8. Fuel Usage. Regardless of the fuel level prior to using any Vehicle, Borrowing Agency shall leave any Vehicle borrowed with a full tank of gasoline after each use at Borrowing Agency's own expense. If Borrowing Agency fails to return any vehicle used with a full tank of gas, Borrowing Agency shall be responsible for reimbursing Easy Lift for the cost to fill the fuel tank of such Vehicle.
9. Drivers and Training. In order to use any Vehicle, Borrowing Agency must present candidates to be trained as Easy Lift volunteer drivers ("Qualified Drivers"). Candidates must have a "clean" driving record and be insurable by Easy Lift's insurance carrier and provider. Easy Lift will provide appropriate training via its driver trainer to Borrowing Agency's candidates.

Only Candidates approved and trained by Easy Lift and approved and accepted by Easy Lift's insurance carrier will be eligible to drive any Vehicle and become Qualified Drivers. Borrowing agency will notify Easy Lift should any Qualified Driver no longer be qualified as a driver due to loss or suspension of license or driving record problems, including but not limited to receipt of a moving violation. *Under no circumstances may an unauthorized driver operate any of the Vehicles.* Qualified Drivers must operate vehicles as trained and may not at any time:

- i. Be under the influence of intoxicants, drugs, or any other substance known to impair driving ability;
- ii. Operate any Vehicle for any illegal purpose;
- iii. Tow or push anything with any vehicle;
- iv. When leaving any Vehicle fail to remove the keys and lock such Vehicle.

Borrowing Agency is responsible for enforcing the provisions of this Section 9 and promptly reporting any driver's violation of this Section to Easy Lift.

10. Termination of Participation. Easy Lift reserves the right, at its sole discretion, to revoke and terminate the participation of Borrowing Agency in the Loaner Vehicle Program, or restrict its rights under this Agreement, without advance notice. Easy Lift also reserves the right, at its sole discretion, to revoke and terminate the driving privileges of any driver or restrict that driver's rights under this Agreement without advance notice.
11. Unauthorized Drivers. Under no circumstances may an unauthorized driver operate any Vehicle. Should an unauthorized or uninsured driver from Borrowing Agency get into an accident and the Vehicle be damaged or stolen, Borrowing Agency will assume full financial responsibility for damage or replacement.
12. Vehicle Reservation Process. Borrowing Agency must schedule its Vehicle requests via Easy Lift's Operations Manager. The capacity of the program is limited by the number of Vehicles

available at any given time. Many agencies reserve vehicles well in advance of the date they will participate in the program. It is recommended that Borrowing Agency provide as much advance notice as is possible in order to ensure that its reservation can be accommodated by Easy Lift. However, providing a Vehicle to a Borrowing Agency provide as much advance notice as is possible in order to ensure that its reservation can be accommodated by Easy Lift. However, providing a Vehicle to a Borrowing Agency remains at the discretion of Easy Lift.

13. Paperwork. The Borrowing Agency and its Qualified Driver participating in the Loaner Vehicle Program must complete the following paperwork each time a Vehicle is borrowed:
 - a) Sign the Easy Lift volunteer log.
 - b) Complete a pre- and post –trip safety inspection of Vehicle and complete the related form provided by Easy Lift.
 - c) Complete a Trip Sheet (disclosing passengers, fuel, mileage, destinations, etc.), on form provided by Easy Lift.

14. Out of Area Trips. Easy Lift generally does not allow any of its Vehicles to leave the boundaries of Santa Barbara County. Sometimes, however, out of area trips are allowed, at the sole discretion of Easy Lift, determined on a case-by-case basis. If Borrowing Agency wishes to take any Vehicle out of the boundaries of Santa Barbara County, a written request must be submitted to Easy Lift’s Operations Manager for approval in writing. In the event that an accident or mechanical failure occurs outside the boundaries of Santa Barbara County, Borrowing Agency will be responsible for having the Vehicle towed back to the Easy Lift facility or designated repair shop.

15. Indemnification. As material consideration for Easy Lift entering into this Agreement, Borrowing Agency indemnifies, defends and holds harmless Easy Lift, and its officers, directors, employees, insurers, agents and representatives (collective “Indemnified Parties”), from and against any and all claims, demands, causes of action, damages, costs, expenses or liability whatsoever, including but not limited to interest, penalties and reasonable attorney’s fees, asserted by any third parties against any Indemnified Parties relating to, resulting from or arising out of the any act or omission of Borrowing Agency, and the use of any Vehicle by Borrowing Agency or while the Vehicle is in the possession, custody or control of Borrowing Agency. This indemnification provision shall not apply to the extent coverage and defense is provided under section 6 of this Agreement.

Borrowing Agency shall immediately inform Easy Lift in the event of any claim subject to indemnification under this Agreement. Borrowing Agency shall assume full responsibility and control for the complete defense and any settlement or other resolution of such claim (exercising reasonable business judgment) on behalf and for the interests of both Borrowing Agency and the Indemnified Parties. The Indemnified Parties shall provide all reasonable assistance as requested by Borrowing Agency to defend any such claim.

16. Notices. All written notices or other written communications required under this Agreement shall be deemed properly given: (i) on the date of delivery when provided to the parties entitled thereto by personal delivery, (ii) on the first business day after being sent by professional or overnight courier, (iii) on the third business day after being sent by registered or certified mail, postage prepared, or (iv) on the date of transmission if sent by telecopy or other means of electronic transmission, if the transmitting machine prints an acknowledgement of receipt by the receiving machine and if a copy of the notice or other communication is also sent within one (1) business day by another means specified in this Section 16. Any such written notice or other written communication shall be delivered or addressed as set forth below (or to such other address as may be designated in writing by the parties in accordance with this Section 15):

If to Easy Lift:

If to Borrowing Agency:

- 17. Controlling Law and Venue. This Agreement shall be governed by and constructed in accordance with the laws of the State of California, without giving effect to conflicts-of-laws principles, with venue proper only in the County of Santa Barbara or the Federal District Court for the Central District of California.
- 18. Entire Agreement Amendments. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, superseding any and all prior negotiations, discussions, agreements and understandings, whether oral or written, relating to such subject matter. This Agreement may not be amended and no rights hereunder may be waived except by a written document signed by the party to be charged with such amendment or waiver.
- 19. Counsel. The parties to this Agreement acknowledge and agree that prior to signing this Agreement they have had the right and ability to discuss this Agreement with independent counsel of their choosing, that they have carefully read and understand the provisions of this Agreement, and that they are voluntarily entering into this Agreement.
- 20. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Loaner Vehicle Agreement as of the date first above written.

Easy Lift Representative

Borrowing Agency Representative

Billing Address:

