

To reserve a courtesy vehicle please complete this form and email to [airport@mt-pleasant.org](mailto:airport@mt-pleasant.org). **Questions?** Call (989) 772-2965.

### **AIRPORT COURTESY VEHICLE USE AGREEMENT**

Mt. Pleasant Municipal Airport The City of Mount Pleasant, a Michigan municipal corporation (the "City") owns an airport courtesy vehicle (the "Courtesy Vehicle") for use by pilots from out of town. In exchange for the use of this vehicle, the undersigned, hereinafter referred to as the "Driver", hereby agrees to the following terms and conditions:

1. In signing this Agreement, the Driver certifies all of the following to be eligible to use the Courtesy Vehicle:
  - The Driver has a valid drivers license issued in the United States.
  - The Driver has a valid automobile insurance policy which covers any and all use of the Courtesy Vehicle while it is entrusted to Driver.
  - The Driver is at least 21 years of age.
2. The Driver agrees to indemnify and hold harmless the City, the Mt. Pleasant Municipal Airport, its elected official, directors, managers, officers, employees, and agents, from and against any and all damages, loss, theft, or destruction of the Courtesy Vehicle being provided to Driver by the City and against all losses, liabilities, damages, injuries, claims, demands, proceedings, costs, and expenses of every kind and nature, including reasonable attorney's fees and disbursements arising out of, and in connection with the Driver's use and operation of the Courtesy Vehicle.
3. It is further agreed by the Driver that the City, the Mt. Pleasant Municipal Airport, its elected official, directors, managers, officers, employees, and agents shall not be responsible or accountable for any of the following: a) property damage b) personal injury(ies) c) loss of business.
4. Driver acknowledges and agrees that the City does not guarantee the condition of the Courtesy Vehicle. The City has no obligation to provide an alternate vehicle or make alternate transportation available. Driver acknowledges that the City provides no insurance coverage of any kind whatsoever to Driver. Driver acknowledges no warranties have been made by the City as to the condition and that Driver's use of the Courtesy Vehicle is on an "as is" basis at Driver's own risk.
5. Driver acknowledges and agrees that Driver is not an employee of the City, not acting on behalf of the City and not an agent of the City.
6. Use of the Courtesy Vehicle is restricted by the following:
  - Only the Driver is allowed to operate the Courtesy Vehicle.

- While using the Courtesy Vehicle, the Driver is required to follow all applicable laws of the State of Michigan.
- The Driver must not operate the Courtesy Vehicle while under the influence of alcohol or any other substance that may impair driving ability.
- Driver must refrain from the use of a cellular device while operating the Courtesy Vehicle.
- No smoking or vaping is allowed in the Courtesy Vehicle.
- Occupants of the Courtesy Vehicle are required to wear seatbelts at any time the Courtesy Vehicle is in use. The number of passengers may not exceed the number of seatbelts.
- Driver shall operate the Courtesy Vehicle with reasonable care and diligence.

#### 7. Additional responsibility:

- In case of an accident during the use of the Courtesy Vehicle where there are injuries, the Driver should contact 911.
- In case of an accident or any Courtesy Vehicle damage during the use of the Courtesy Vehicle, and where there are no injuries, the Driver must notify the Isabella County Sheriff's Department at (989) 772-5911. Driver shall advise law enforcement they are operating a City-owned vehicle.
- Immediately after notifying law enforcement, Driver must notify the Mt. Pleasant Municipal Airport at (989) 772-2965 as to the nature of the accident or damage that has occurred to the Courtesy Vehicle.
- If Driver notices any defects while driving the Courtesy Vehicle, Driver shall immediately notify the City of Mount Pleasant Airport of the nature of the defect.
- Drivers are solely responsible for any legal action which relates to their use of the Courtesy Vehicle, including moving violations, parking tickets, lawsuits, and repair costs for any damages.
- Driver is solely responsible for any damage, expenses, fines and/or legal action which relates to their use of the Courtesy Vehicle from the time they pick up the keys until the time they drop off the keys including, but not limited to, moving violations, parking tickets, towing charges, lawsuits, and repair costs for any damage.
- The Driver is responsible for returning the Courtesy Vehicle and Courtesy VEHICLE KEYS to the Mt. Pleasant Municipal Airport. If the Mt. Pleasant Municipal Airport does not receive the keys, the Driver will be responsible for the \$800 replacement key charge.

#### 8. Courtesy Vehicle Use

- The Courtesy Vehicle shall only be used within a 7-mile radius of the Mt. Pleasant Municipal Airport. Driver acknowledges, consents to and agrees that the Courtesy Vehicle will be equipped with a GPS tracking device.
- The Courtesy Vehicle shall be restricted to a 2-hour maximum use time.

- The Courtesy Vehicle shall be returned to the airport with the same fuel reading as when it was taken.
  - Courtesy Vehicle use on weekends must be set up during normal business hours, Monday - Friday 8:00 a.m. – 4:30 p.m., excluding major holidays.
  - Courtesy Vehicle use overnight may be arranged during normal business hours, Monday – Friday 8:00 a.m. – 4:30 p.m. excluding major holidays. The Courtesy Vehicle cannot be picked up before 4:00 p.m. and must be returned to the airport by 8:30 a.m. the following day.
9. If the rules above are not followed, the Driver shall be in breach of this Agreement and is responsible for the following fees as applicable, in addition to any other penalties set forth in this Agreement or at law:
- \$25 if the Courtesy Vehicle is not returned within the 2-hour window and \$25 for each hour of additional use (if not set up for overnight).
  - \$85 fee if Courtesy Vehicle is not refueled.
  - \$50 fee for exceeding the 7-mile radius from the Mt. Pleasant Airport.
  - If the vehicle is returned with mud on the inside or outside of the vehicle, or if there is trash in the vehicle, the driver will be responsible for a minimum \$85 fee.
10. All charges, fees and expenses, including payment for loss of or damage to the Courtesy Vehicle are due to the City upon demand. If Driver does not pay all charges when due, Driver agrees to pay a late charge of one and a half percent (1-1/2%) per month, or as permitted by law on the past due balance. Driver will pay any collection costs, including a service charge for any check which is not honored by a financial institution and the City's reasonable attorney's fees, if Driver does not pay any amount when due.

Aircraft Tail Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Drivers License number \_\_\_\_\_ State \_\_\_\_\_

Beginning Mileage \_\_\_\_\_ End Mileage \_\_\_\_\_

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