

10. In the event Borrower has left another vehicle in possession of Smitty's for the purpose of repairs or other service, and should Smitty's Borrowed vehicle be damaged while in the possession of Borrower, then Smitty's shall have lien upon and retain possession of such other vehicle left in possession of Smitty's by Borrower until all damage to the borrowed vehicle has been paid, and if not paid within ten days after completion of repairs or other service, the Smitty's may sell other vehicle and apply the proceeds to costs of repairs or other service to the borrowed vehicle.

11. Borrower agrees that he/she will not operate the vehicle while under the influence of alcohol or narcotics.

12. Borrower agrees that he/she will not smoke within the vehicle. By doing so the borrower will pay a \$150 charge for cleaning of the borrowed vehicle. **LOANER VEHICLES ARE NON-SMOKING VEHICLES.**

Initial _____

13. Borrower agrees that he/she will not allow any animals with the vehicle.

14. Borrower agrees that he/she will return loaned vehicle with equal to or greater amount of fuel when vehicle was loaned.

15. Borrower agrees that he/she will, as his/her sole risk and expense, maintain Bodily Injury and Property Damage Liability Insurance covering the Bodily Injury or Property Damage Liability Insurance during said period of time.

Initial _____

16. Borrower represents that he/she is now duly authorized to operate a vehicle as evidenced by and ownership of the subject vehicle while this Agreement remains in force and effect, and to reimburse Smitty's for any loss.

17. Borrower must present a current driver's license and valid major credit card or debit card in the borrower's own name with available credit. At the time of borrowing vehicle, an authorization hold will be secured on the credit/debit card provided. The authorization is to cover any additional charges that may be incurred ie. late return of vehicle, ez pass, parking violations, gas, deductible in the case of an accident but not limited to these examples.

Operator's License #: _____ State: _____ Expiration Date: _____

Insurance Company: _____ Policy Number: _____

Collision Coverage: Yes No Deductible Amt: _____ Policy Effective Dates: _____

Agent: _____ Agent Contact Information: _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED WHEN PICKING UP LOANER VEHICLE

Card # _____ Exp. Date _____ CVV _____

Numerical Address _____ Zip Code _____

Cardholder Signature _____

Pick up Fuel Level (Initial one) ¼ _____ ½ _____ ¾ _____ Full _____ (Return with Same)

Customer Concerns: _____

Loan Date: _____ Time: _____ Odometer Out: _____

Returned Date: _____ Time: _____ Odometer In: _____

Vehicle Pick Up Date Signature: _____ **Date** _____

IT IS FURTHER EXPRESSLY AGREED by and between the Parties hereto that the foregoing constitutes the sole Agreement between the parties covering the load of the subject vehicle by Smitty's to Borrower. CAUTION: Borrower is responsible for all damages to the vehicle regardless of fault and is advised to contact his own insurance agent or banker to be sure he/she has insurance. Smitty's is not responsible for any damage to or theft of personal property while having use of the vehicle. I understand that Smitty's will not be responsible if Borrower leaves any personal items in the vehicle.