

Okeechobee County Airport & Industrial Park



2800 N.W. 20th Trail
Okeechobee, FL 34972
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OKEECHOBEE COUNTY AIRPORT COURTESY VEHICLE AGREEMENT

Okeechobee County, a political subdivision of the State of Florida, with a mailing address of 304 NW 2nd Street, Okeechobee, Florida 34972 (hereinafter the "county"), is the owner of the Vehicle described below (hereinafter the "Vehicle"), which it provides as a courtesy vehicle at the Okeechobee County Airport for usage by transient pilots, who are operating an aircraft temporarily parked at the Okeechobee County Airport. In exchange for being permitted to use the Vehicle, the person signing this Agreement (hereinafter "Driver") agrees to the following rules and regulations, and attached terms and conditions:

DRIVER INFORMATION:

First Name: _____ Last Name: _____

Phone Number: (____) _____ Emergency Number: (____) _____

Aircraft Registration Number: _____

Email Address: _____

VEHICLE INFORMATION:

2008 Ford E250 Van – White

Date: _____ Time out: _____ Mileage out: _____ Time in: _____ Mileage in: _____

No one shall operate the Vehicle except for the person who has signed this agreement as Driver. By signing below, the Driver: agrees to the terms and conditions of this Agreement acknowledges that Driver had an opportunity to read the Agreement before signing; authorizes the County to process a separate payment card voucher in Driver's name for all Charges including Tolls and Violations; authorizes the County to release Driver's billing information to third parties for billing/processing and other legitimate purposes; permits the County to reserve against Driver's payment card the amount noted under Charges; and authorizes the County to adjust Driver's payment card account to reflect changes in amounts due or overpaid as a result of the County's final audit. **ALL CHARGES ARE SUBJECT TO FINAL AUDIT.**

X

Signature of Driver



EXHIBIT "A" – TERMS & CONDITIONS

1. Definitions.

- a. "**Agreement**" means all terms and conditions found on the "Face Page" and in these Terms and Conditions
- b. "**You,**" "**Your,**" or "**Driver**" means the person identified as the Driver on the Face Page who signed this Agreement.
- c. "**We,**" "**Us,**" "**Our,**" or the "**County**" means Okeechobee County, and/or our agent(s).
- d. "**Vehicle**" means the automobile, van, or truck identified on the Face Page and each vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys, and documents.
- e. "**Charges**" means the fees and charges that are incurred under this Agreement.
- f. "**Use Period**" means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us.

2. Specific Provision.

- a. No one shall operate the Vehicle except for the person who has signed this agreement as Driver. A copy of Driver License must be attached to this Agreement.
- b. The Vehicle must not be removed from Okeechobee County, Florida.
- c. The Vehicle must be returned within two (2) hours from the checkout time.
- d. Use of the Vehicle is limited to 75 miles. If the Vehicle mileage exceeds 75 miles, Authorized Driver will be charged, and agrees to pay, a fee of \$1.00 per mile.
- e. The Vehicle must be returned with the same amount of fuel at the checkout time. If the vehicle is returned with less fuel, Driver will be charged, and agrees to pay a fee of \$5.00 per gallon.
- f. This Agreement is being executed in Okeechobee County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Okeechobee County, Florida.
- g. This Agreement includes a **Release, Waiver, and Indemnification** in section **12** of these Terms & Conditions.

3 Use; warranties; Consideration; Indemnity.

This is a contract for use of the Vehicle offered to you. The County makes no warranties, express, implied, or apparent, regarding the Vehicle, no warranty of merchantability, and no warranty that the Vehicle is fit for a particular purpose. Your signature on the Face Page is acceptance of this offer and acknowledgment that binding consideration exists. We may retake possession of the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to, and shall, defend, indemnify and hold harmless the County and the County's Board of County Commissioners, officers, agents, and employees from and against all claims, liability loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether join, concurrent, or contributing), of Driver in performance or non-performance of its obligations under this Agreement. Driver recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense, and hold harmless contractual obligations in accordance with the laws of the State of Florida. The obligations imposed by this paragraph shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall no relieve Driver of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this paragraph. Nothing herein shall extend, or be construed to extend, the County's liability beyond that provided in section 768.28, Florida Statutes. Nothing herein is a consent, or be construed as consent, by the County to be sued by third parties in any matter arising out of this Agreement.



4. Inspection; Condition and Return of Vehicle.

You must return the Vehicle to the Airport Manager at the Okeechobee County Airport office on the date and time specified on the Face Page. The Vehicle must be returned in the same condition that you received it. If the Vehicle is returned after closing hours, you remain responsible for all damage to or loss of it until we inspect it on reopening for business, and all Charges will continue to accrue. You must obtain our prior written approval before servicing the Vehicle or replacing parts or accessories. You grant us, our agents and assigns, the right to inspect the Vehicle during your use.

5. Responsibility for Damage or Loss;

Reporting to Police. Regardless of fault, you are responsible for theft or loss of the Vehicle and all damage to it, including damage caused by collision, weather, road conditions, acts of nature, theft, and vandalism. Your responsibility includes: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle; (ii) if we determine that the Vehicle is repairable, the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage, which you agree represents a reasonable estimate of loss of use damages and not a penalty; (b) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (c) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You are responsible for replacing missing equipment and Vehicle documents and keys. You must report all Vehicle accidents or incidents of theft and vandalism to the Airport Manager and to the police upon discovery. In the event of a breakdown, regardless of fault or reason, you understand and agree that we have no obligation to provide a replacement vehicle or alternate transportation.

6. Requirements for Use: At all times during Driver's possession of the Vehicle, Driver must:

- a. drive with due diligence at all times and comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations regarding operation of the Vehicle;
- b. turn off the ignition, remove the keys, and lock the Vehicle when unattended;
- c. wear seatbelts and assure that all passengers wear seatbelts;

7. Prohibited Uses.

The following uses of the Vehicle are prohibited and constitute material breaches of this Agreement. The Vehicle may not be used: (a) by anyone other than the Driver who executed this Agreement; (b) by anyone whose driving license is suspended; (c) by anyone under the influence of alcohol or controlled substances; (d) by anyone who obtained the Vehicle by giving us false or misleading information; (e) for an illegal purpose or in the commission of a crime; (f) to carry persons or property for hire; (g) to tow any object or to push anything; (h) in a race or speed contest; (i) to teach anyone to drive; (j) when the odometer has been tampered with or disconnected; (k) when it is reasonable to expect you to know that further operation of the Vehicle would damage it; (l) to transport an animal (other than a service animal); (m) to carry more passengers than the number of existing seatbelts; (n) by anyone sending or reading an electronic message, including text (SMS) messages or emails, while operating the Vehicle; or (o) by anyone using a mobile phone while operating the Vehicle. Smoking is prohibited in the Vehicle. Alcoholic beverages are prohibited in the Vehicle. **PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL LIABILITY AND OTHER INSURANCE COVERAGE (WHERE PERMITTED BY LAW).**

8. Insurance.

You are responsible for all damage or loss you cause to yourself or to others and to personal property. You shall, at your sole cost and expense, procure and maintain throughout the Term of this "Agreement" minimum policy limits to the extent and in such amounts as required and authorized by Florida law for **Personal Injury Protection (PIP) in the amount \$10,000, Property Damage (POL) in the amount of \$25,000, and Bodily Injury (BIL) in the amount of \$100,000/\$300,000**. Nothing herein shall extend, or be construed to extend, the County's liability beyond that provided in section 768.28, Florida Statutes. Nothing herein is a consent, or be construed as consent, by the County to be sued by third parties in any matter arising out of this Agreement. Because you are providing auto insurance, we are not. If we carry insurance, your insurance will be primary. Any insurance we are required to provide applies only to claims of accidental BI and PD resulting from the use of the Vehicle and is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. Our insurance policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. You agree to cooperate with our insurer if any claim is made, and give us immediate notice of damage, claim or lawsuit against you. Engaging in a Prohibited Use described in paragraph 6 or any other material breach of this Agreement will void any insurance coverage.



9. Charges.

You permit us to reserve against your payment card at the time you obtain possession of the Vehicle in a reasonable amount to pay all Charges. We will authorize the release of any excess reserve upon the completion of your use. Your payment card issuer's rules will apply to your credit line or account being credited for the excess, which may not be immediately released by your card issuer. You will pay us all Charges, including: (a) taxes and surcharges; (b) a return check fee if you pay us with a check returned unpaid; (c) all expenses we incur recovering the Vehicle if it is not returned to the Airport Manager on the date and time promised; (d) all costs we incur collecting payment from you or otherwise enforcing our rights under this Agreement (e) a late fee on all Charges that are not paid when due (f) a reasonable fee not to exceed \$350 to clean the Vehicle if it is returned substantially less clean than when you obtained possession; (g) a late fee if the Vehicle is not returned when specified on the Face Page; (h) a mileage fee if the Vehicle is returned with more than the allowed mileage specified on the Face Page; (i) fuel if you return the Vehicle with less fuel than when you obtained possession; (j) a mileage charge based on our experience if the odometer is tampered with; (k) towing, storage charges, tolls, violations, forfeitures, court costs, penalties, and all other costs we incur resulting from your use of the Vehicle; and (l) a reasonable fee of up to \$500 if you lose the keys All Charges are subject to our final audit.

10. Responsibility for Tolls, Traffic Violations, and Other Charges.

You are responsible for paying the charging authorities directly all tolls ("Tolls"), traffic violations, parking citations, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us, or the Vehicle during the Use Period. If we are notified that we may be responsible for payment of a Toll or Violation, you will pay us an administrative fee of up to \$50 for each such notification. You authorize us to release this Agreement, including your payment card information to a third party for processing and billing purposes. If we pay a Toll or Violation, you authorize us to charge all payments, service fees, and administrative fees to the payment card you used in connection with this use.

11. Personal Information: Telematics Devices; Communications.

You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to our affiliates or third parties in connection with our enforcement of our rights under this Agreement and for other legitimate business purposes. The Vehicle may be equipped with global positioning satellite technology or other telematics system, and/or an event data recorder. Your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems, including collection of Vehicle data, such as location. You should have no expectation of privacy related to your use of the Vehicle. **To service your account or recover amounts you owe, you agree that we or our assignee may contact you by calling or sending text messages or email to any email address or telephone number you provide us, including wireless telephone numbers, which could result in additional charges to you. You represent you are either the owner or primary user of the telephone number(s) and email address you provided. Methods of contact may include pre-recorded/artificial voice messages and/or use of any automatic dialing device.** You may revoke your consent at any time by contacting us in writing at the address on the Face Page.

12. Release, Waiver, and Indemnification

You hereby assume all liabilities, risks, injuries and hazards to myself incidental to, or as a result of use of the Okeechobee County Airport Courtesy Vehicle, including transportation to and from the said activity. You acknowledge the fact that this program may have, and/or do involve, distinct or inherent risks of physical injury or possibly even death, and physical contact or other conditions or factual circumstances where physical or other injuries may occur, due to the nature of the activity I do hereby waive, release, and agree to indemnify and hold harmless OKEECHOBEE COUNTY, its officers, agents, employees, and participants for any claim, demand, liability, costs, suits, charges, or compensation for loss or injury of any kind arising out of a loss or an injury, including losses or injuries arising from the negligence of OKEECHOBEE COUNTY, its officers, agents, employees, and participants, arising from my use of the Okeechobee County Airport Courtesy Vehicle. You assume all risk of injury, liability, and loss arising from my use of the Okeechobee County Airport Courtesy Vehicle. I acknowledge that OKEECHOBEE COUNTY will not assume any costs relating to any injury connected with my use of the Okeechobee County Airport Courtesy Vehicle. You acknowledge that, absent this Release, Waiver, and indemnification, OKEECHOBEE COUNTY would not have offered me the access to the Okeechobee County Airport Courtesy Vehicle because of unacceptable exposure to civil liability claims, or the expense of providing a Courtesy Vehicle program that is risk-free. I have read and understood this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I might otherwise be entitled if I am hurt or suffer loss during my use of the Okeechobee County Airport Courtesy Vehicle.