**Test Drive Agreement**

**In consideration of the dealer permitting me to test drive one of its vehicles, I warrant and agree to the following:**

1. I am licensed to operate a vehicle in this state. My driver's license is not currently under suspension.

2. I presently have in effect collision and liability insurance that applies to the vehicle identified below during the time while it is in my possession and/or under my control. I assume liability for any collision damage or injuries arising from my use of the vehicle.

3. If the vehicle is damaged prior to my returning it to \_\_\_\_\_\_\_\_\_\_ I shall immediately inform \_\_\_\_\_\_\_\_\_\_ of such damage and pay \_\_\_\_\_\_\_\_\_\_ the reasonable value of repairing such damage, along with any expense \_\_\_\_\_\_\_\_\_\_incurs in obtaining the return of the vehicle.

4. I will pay all traffic tickets and hold \_\_\_\_\_\_\_\_\_\_ harmless from any and all expenses, and judgments, including costs arising out of any act or omission pertaining to my operation of the subject vehicle prior to my returning it to \_\_\_\_\_\_\_\_\_\_ and all expenses, costs and fees it may incur to protect, enforce or both protect and enforce its rights under this Agreement, to the extent permitted by applicable law. If the vehicle is immobilized or impounded I will take whatever steps are necessary to insure the return of the vehicle to \_\_\_\_\_\_\_\_\_\_.

5. Cell phone use is not permitted while on a test drive.

6. I will not use the vehicle negligently or in violation of any law nor will I permit the operation of the vehicle by any other person. I will return the vehicle before \_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_ a.m./p.m.

7. I understand I am responsible for the cost of key replacement and any associated charges if keys are lost.

8. I understand I am responsible for refueling the vehicle prior to returning it. I agree that I will refill the tank to the listed measure or to pay the refueling charge at a rate consistent with the current cost per gallon.

9. Before I drive the vehicle, I agree that I have inspected it for damage and have requested all damages to be listed on this form. I have examined the vehicle and am satisfied with its condition.

10. I understand that I am responsible for all costs to recover the vehicle, including attorney's fees, if I fail to return the vehicle on time or as instructed by \_\_\_\_\_\_\_\_\_\_.

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| --- | --- |
| Name: | Stock #: |
| Address: | Description: |
|  | Out: In: |
| Phone#: | Date: |
| Driver’s License: | Odometer: |
| Employer: |  |
| Insurance Agent: | Damaged Out: |
| Insurance Agent Phone #: | Damage In: |

Inspected By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_