



## **TEST DRIVE AGREEMENT**

THE FOLLOWING IS A LEGALLY BINDING DOCUMENT. PLEASE READ IT CAREFULLY. SIGNING BELOW INDICATES YOUR CONSENT TO THIS AGREEMENT TO PARTICIPATE IN A TEST DRIVE (S) THROUGH THE KEY CARS' TEST DRIVE PROGRAM:

The Key, LLC dba The Key Cars, provides me with the opportunity to schedule and participate in test driving (the "Test Drive(s)") of one or more vehicles (collectively, the "Vehicles") on public streets. In consideration of being permitted to participate in Test Drive(s), and intending to legally bind myself, I voluntarily acknowledge and agree to the following:

1. I have a valid driver's license to operate a motor vehicle in this state and I presently have in effect collision and liability insurance that meets or exceeds the minimum state requirements and applies to the Vehicles during the time they are in my possession or control.
2. I cannot drive the Vehicles more than thirty (30) miles (per Vehicle) and must return the Vehicles to the Dealership within thirty (30) minutes of the time I depart the Dealership, not to exceed Dealership closing time, or earlier if demanded by the Dealership, in the same condition as I received it. I cannot remove the Vehicles from this state or use the Vehicles negligently or contrary to law. I will not permit any other person to operate the Vehicles.
3. I must immediately report any damage, accident, theft, or vandalism involving the vehicle to the police, the Dealership (phone number(s) listed below), and my insurance company and deliver to the Dealership all notices, pleadings, and documents regarding any claim, suit, or proceeding related to my use, possession, or control of the Vehicles. I must also report to the Dealership and pay any parking, tolls, or other traffic violation fines and penalties arising out of my use, possession, or control of the Vehicles.
4. I will personally inspect the Vehicles and if not free from any visible damage and/or defects, I will notify the Dealership and indicate the condition of the Vehicles in writing, to be acknowledged by the Dealership. I must pay for any loss or damage to the Vehicles that occurs while the Vehicles are in my possession or control, plus the Dealership's related expenses. In addition, I agree to defend, indemnify, and hold harmless the Dealership from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of my use, possession or control of the Vehicles and any breach of my responsibilities as set forth in this Agreement.
5. I understand and acknowledge that the Vehicles are equipped with Global Positioning System (GPS) tracking units that can determine at any time where the Vehicles are located and Starter Interrupt Devices which allow the Dealership to prevent the Vehicles from starting. I understand and acknowledge that the Dealership may use the GPS and/or Starter Interrupt Device Systems to locate the Vehicles at any time and to disable the Vehicles' starters in the event I fail to return the Vehicles pursuant to this Agreement.
6. If I am in breach of this Agreement or fail to return the Vehicles to the dealership as required by this Agreement, I will be required to pay all expenses incurred by the Dealership to have the Vehicles returned and the Dealership, or any of its agents or employees may peacefully retake possession of the Vehicles. The Dealership shall not be liable for loss of or damage to any property that I may have left in the Vehicles, either before or after its return to the Dealership.

**By signing below, I acknowledge that the Vehicles are the property of the Dealership and this Agreement is solely for the purpose of allowing me to use the Vehicles as permitted by the terms and conditions stated herein.**