DEMONSTRATOR / VEHICLE USE AGREEMENT.

DEALERSHIP _____ **USER'S NAME** _____

1. The User's demonstrator is provided primarily for the purpose of facilitating the User's performance of services for the dealership. It is also to provide high visibility and exposure of the dealership and its products. Personal use mileage, which includes commuting, is to be minimized and the vehicle is not to be used for vacations and is to be available at all times.
2. The demonstrator must be available to be loaned to dealership customers upon approval of dealership management.
3. The User is not allowed to store personal possessions in the vehicle and is responsible for all parking tickets. In addition, User agrees to use seat belts at all times and to refrain from smoking and prevent others from smoking.
4. If the demonstrator is used for any unauthorized use, including vacation use, then the User must pay the dealership 50 cents per mile. This mileage (if any), other than de minimis usage, must be reported to the dealership monthly.
5. The demonstrator is not to be used by friends, relatives or spouses of the User. Its use outside of normal working hours is to be limited. The User is responsible for all gasoline costs and to see that regular maintenance is performed.
6. The dealership will ___ will not ___ provide insurance on the vehicle and the User is responsible for any insurance deductible(s) and is responsible for any other unreimbursed costs incurred by the dealership for the vehicle.
7. The User agrees to immediately return the demonstrator and agrees upon termination of demonstrator usage that the dealership may report the demonstrator as stolen if not returned to the dealership within one day of notification.
8. Parts, service, business and other managers and employees may be supplied demonstrators. These demonstrators are supplied for the benefit of the dealership and are required to be used as a condition of employment. These vehicles are to be available so they can be loaned to/for customers, parts pickup, dealer trades, emergency service calls, bank deposits, post office, customer pickup, after hour calls for the dealership, security and fire protection, sales presentations, etc.
9. The demonstrator is subject to sale at anytime without regard to any inconvenience this may present to User.
10. The User must accept the make and model of vehicle selected by the management of the dealership. The User is responsible for all costs to return and to restore demonstrator to "new" or "as received" condition when returned.
11. The User assumes responsibility for paying any and all taxes imposed as a result of personal use of the demonstrator.
12. The User agrees to pay $_____ per month for the personal use of the vehicle. If this personal use charge is below what is determined by the IRS, the User agrees to reimburse the Dealership for any and all payroll and personal income taxes assessed to the Dealership by the IRS.
13. The vehicle must remain in the dealership's marketing area, which is no more than 50 miles from the dealership.
14. User acknowledges having a current valid driver's license, will never have firearms in the vehicle, will not drive the vehicle while under the influence of alcohol or drugs, will give two day's notice if the driver's license is suspended, will report any moving violation tickets within 3 days and the driving record has no recorded use of alcohol or illegal drugs in five years.
15. User agrees to keep a mileage record of personal use of the vehicle other than commuting miles: yes _____   no _____
16. Method of Valuation (where a mileage log is used it will be kept on a daily basis and it will be verified no less than monthly)
    ___ No charge needed since used by full-time salesperson-equivalent and a daily mileage log will be kept. The personal use is limited to commuting miles plus 10 miles per day (IRS Full Exclusion Method).
    ___ Cost will be the greater of $3.00 per day or pro-rata amount from Annual Lease Value Table with mileage log kept to determine business versus personal use (IRS Simplified Inclusion Method).
       Miles round trip to residence _____   User owns (will own) a personal vehicle ____
    ___ Vehicle Cents - Per - Mile Valuation _____ Personal Miles _____
       Personal miles driven in 200__ were _____   Total miles driven were ____ Value $_____
       Personal use percentage _____ %   Personal use reimbursement is $ _____
    ___ The User only drives a company owned/customer vehicle during working hours and has no personal use.
    ___ The IRS Annual Lease Value Table will be used to value the use of the vehicle supplied. $_____
    ___ Daily charge based on below vehicle value for full-time salesperson-equivalent (IRS Partial Exclusion Method).

	Vehicle Value	Daily $	
_____	$0 - $14,999	$ 3	_____
Date	$15,000-$29,999	$ 6	Authorized Dealership Signature
	$30,000-$44,999	$ 9	
_____	$45,000-$59,999	$13	_____
Date			User's Signature