

Dody Kettler, REALTOR®--Moving Van Usage Agreement

I. POLICIES & PROCEDURES

- A. This vehicle is available at no charge solely to private individuals and local non-profit charitable organizations. It is intended to haul personal possessions. As such, no commercial use is permitted and there shall be no hauling of trash of any kind.
- B. **DO NOT TAKE THIS VEHICLE THROUGH ANY DRIVE THRU restaurants, banks, parking garages or any other confined spaces or buildings with overhanging roof eaves.**
- C. The use of cell phones while operating this vehicle is prohibited.
- D. No more than 2 occupants in this vehicle.
- E. You must comply with all state and federal regulations, including the use of seatbelts.
- F. Use of the truck is limited to a 50 miles radius of Wasilla.
- G. Please be courteous and do not smoke in this truck.

WARNING: THIS VEHICLE IS NOT equipped with studded snow tires. Please use extremely caution during winter driving conditions.

CAUTION: Avoid narrow driveways with over hanging branches which can cause damage to the graphics and this truck. Any damage to this truck or the graphics while in your possession shall be your responsibility. Should your insurance elect not to pay, you are personally liable for payment.

CAUTION: Be aware of the width and height of this vehicle. You can cause severe damage while underestimating clearances. 10'6" tall. Always use a spotter when backing up.

BEFORE YOU LEAVE:

Please carefully inspect the vehicle. If there is damage which is not noted, it must be noted now. You will be responsible for any damage to the vehicle.

II. OPERATING INSTRUCTIONS

- A. Note height and length clearance before entering vehicle.
- B. Walk around entire vehicle prior to each use in order to assess your surroundings and identify any potential hazards prior to driving.
- C. Adjust the driver's seat and all side mirrors prior to driving.
- D. Familiarize yourself with all controls before moving the vehicle.
- E. Allow engine to warm up before driving.
- F. **Be extremely cautious when exiting or entering a roadway as the tail end of this vehicle makes wide swings when turning.**
- G. **A LOADED TRUCK CAN TAKE 9 TIMES LONGER IN BOTH TIME AND DISTANCE TO STOP THAN A PASSENGER CAR. PLEASE DRIVE SLOWLY AND PREPARE TO STOP AND TURN IN ADVANCE.**
- H. Scan parking lots in advance before parking this vehicle. This helps eliminate the need to backing up unnecessarily.
- I. Severe damage could occur to the vehicle or your possessions if not tied down properly. Use the tie down slots/hooks provided to secure your load. You will need to supply your own rope or bungee cords.

- J. **Ensure loading ramp is properly stored and safety latch is locked when driving**
- K. Caution: the loading ramp is extremely heavy, recommend using two people to load and unload the ramp from its storage slot
- L. Avoid passing.
- M. Do not overload.
- N. Lock the cargo/roll up door at all times to protect your possessions. Lock NOT provided.
- O. Set parking brake before exiting vehicle.
- P. Lock truck at all times and take keys with you.

III. REQUIREMENTS

- A. We require a copy of a valid driver's license.
- B. You must be at least 21 years of age.
- C. We require a \$100 deposit.
- D. No persons can drive the vehicle unless these requirements have been met.
- E. The van is returned with a full tank of **unleaded gas**.

IV. ACCIDENTS, TRAFFIC VIOLATIONS & TOWING CHARGES

- A. You must comply with all laws relating to automobile use including but not limited to use of seat belts, stopping for pedestrians and pedestrian crosswalks, school zones and school buses, railroad crossing, etc.
- B. You must accept responsibility for all damage incurred while using the truck including but not limited to tears, burns, windshield damage, tire damage, dents, dings, scratched paint or scratched graphics.
- C. You must report any mishaps to our office and to the appropriate law enforcement authorities immediately. Our numbers are:
Ralph 315-3900 Dody 232-7331
- D. You must pay all parking tickets and any other violations incurred while the truck is in your custody.
- E. You must pay for any towing charges resulting from an accident. There will be no charge for towing if the vehicle breaks down and/or fails to operate due to reasons beyond your control.

V. RETURNING THE VEHICLE

- A. You must return the vehicle in the same condition in which it was given to you. The cab and box must be clean. DO NOT wash the outside of the truck to prevent damage to the graphics.
- B. **You must return the vehicle within 48 hours of checkout, and with a full tank of gas. (Needle must be OVER the 'F' on the fuel gauge) If the truck is NOT full when you pick it up, you must notify us IMMEDIATELY!**
- C. **I realize that if I do not return the truck with a full tank of UNLEADED fuel and a receipt for the gas my check will be cashed to cover refueling. CHECK # _____ (attached) [With gas receipt and keys returned, the check will be returned to you]**
- D. Please be careful not to leave any personal items in vehicle. We cannot be responsible for your possessions.
- E. You must lock cargo/roll up door at all times. Lock NOT provided.
- F. You must keep the locking gas cap secure at all times (the key must be used to lock the cap after it clicks).
- G. Respect this vehicle and insure that the next person using this vehicle finds it in the same or better condition than you received it.

I/We, (please print name) _____, _____ (herein after known as the borrower) personally came and appeared and do release and forever hold harmless Dody Kettler and Prudential Jack White/Vista Real Estate, and all other persons from any and all claims of damage to or by the driver, passengers or cargo arising out of the use of the Dody Kettler Community Moving Van.

I/We understand that any and all drivers must be at least 21 years of age. I understand that use is limited to two days only, unless otherwise agreed to in writing, and to a 50 mile radius of Prudential Jack White/Vista Real Estate. 865 N. Seward Meridian Pkwy., Suite 200. IF THE VAN IS NOT RETURNED BY THE PROPER TIME IT WILL BE REPORTED STOLEN. A FINE OF \$50 PER HOUR WILL BE IMPOSED UPON THE BORROWER.

I/We agree to provide a current copy of a valid Driver's License and Auto Insurance card for all persons who will be operating the truck. I/We understand that Dody Kettler or assistant will collect and HOLD a personal check in the amount of \$100 as assurance the truck will be returned full of gas (**UNLEADED ONLY**), clean (swept out, not washed), and in the same condition as it was when received. If the truck is returned full of gas, the \$100 check will be shredded; if the truck is NOT returned full of gas, Dody Kettler or assistant will retain and cash the \$100 check for purposes of filling the truck gas tank.

I/We understand that the truck is to be picked up and returned to the parking lot of **Prudential Jack White/Vista Real Estate** at the below agreed upon time. Please return the keys to Dody Kettler/assistant or the front desk if no one is available. If the office is closed, leave the keys in the center glove box next to the first aid kit and lock the truck.

Pick Up Date _____ Time _____ am/pm
Return Date _____ Time _____ am/pm
Location/Destination _____

DRIVER/DRIVERS MUST APPEAR IN PERSON & SUBMIT COPY OF DRIVERS LICENSE & CURRENT INSURANCE CARD.

Full Name of Driver/s: _____
Phone Numbers: _____
Auto Insurance Company & Policy #: _____
Insurance Agent Name: Agent Phone #: _____

I/We agree that if I should have an accident with the van, and am found at fault, all damages to the van, damage to the property of others, or any personal injury claims will be directed to my insurance company for payment. If my insurance company will not accept liability for these damages, I agree to pay the deductible of \$500 on the Dody Kettler community moving van insurance policy, plus a \$100 service charge.

By my signature I agree to this agreement.

Signature of Driver(s) _____ Date _____
Signature of Driver(s) _____ Date _____

List of damages at pickup: