

# TEST DRIVE AGREEMENT

Customer Name(s): \_\_\_\_\_ Dealership: \_\_\_\_\_  
Street Address: \_\_\_\_\_ Sales Person: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_ Street Address: \_\_\_\_\_  
Home Telephone: \_\_\_\_\_ City State, & Zip: \_\_\_\_\_  
Work Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

I understand that the Dealer is permitting me to test drive the described vehicle and subject to the following terms and conditions.

1. I must return the vehicle to the Dealership by \_\_\_\_\_ am./p.m., or earlier if demanded by the Dealership. It must be returned in the same condition as I received it.

DATE OUT: \_\_\_\_\_ TIME OUT: \_\_\_\_\_ a.m./p.m.

2. I cannot remove the vehicle from this state or use the vehicle negligently or contrary to law. I will not permit any other person to operate the vehicle, other than those listed in the comments below. I must also report to the dealership and pay any parking or other traffic violation fines and penalties arising out of my use, possession, or control of the vehicle.
3. I shall drive the vehicle no more than \_\_\_\_\_ miles. ODOMETER READING OUT: \_\_\_\_\_  
I agree to pay the dealer an amount equal to the current standard mileage rate as established by the Federal Internal Revenue Service for each mile that exceeds those as allowed above.
4. I have personally inspected the vehicle and found it free from any visible damage and/or defects, except as otherwise noted in the comments below. I must pay for any loss or damage to the vehicle that occurs while the vehicle is 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 vehicle and any breach of my responsibilities as set forth in this Agreement.
5. If I am in breach of this Agreement or fail to return the vehicle to the Dealership as required by this Agreement, I will be required to pay all expenses incurred by the Dealership to have the vehicle returned to the Dealership, or any of its agents or employees, may peacefully retake possession of the vehicle. The Dealership shall not be liable for loss of or damage to any property that I may have left in the vehicle, either before or after its return to the Dealership.

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

## INSURANCE

Drivers License #: \_\_\_\_\_ Issuing Agent: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Agent: \_\_\_\_\_ Telephone: \_\_\_\_\_

Vehicle Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

VIN: \_\_\_\_\_ Dealer Plate #: \_\_\_\_\_

1. I further understand and agree that as the permissive user of the motor vehicle owned by this motor vehicle business, that if I wreck, crash, destroy or incur any expenses or damage to the vehicle as a result of this test drive, that my insurance shall be considered as primary coverage as determined by state statute and the insurance coverage of the dealer shall be considered as secondary coverage.
2. I must immediately report any damage, accident, theft or vandalism involving the vehicle to the police, the Dealership 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 vehicle.
3. I have a valid drivers 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 vehicle during the time that it is in my possession or under my control.

By signing this Agreement, I acknowledge that the vehicle is the property of the Dealership and this agreement is solely for the purpose of allowing me to test drive the vehicle described above as permitted by the terms and conditions stated herein.

Customer Signature

Date

Authorized Dealership Representative

Date