

PLEASE READ THIS NEW AGREEMENT CAREFULLY



Date Out _____ Promised Return Date _____

Time Out _____ Promised Return Time _____

This is a loaner agreement between Volvo of Nashville Inc. and _____ (name),
_____ (address).

I am a local resident of Davidson, Williamson, Sumner, Cheatham, Robertson, or Wilson counties.

I have current comprehensive (not liability only) insurance in force with _____ (ins. Company) and **agree to operate this vehicle in said counties.**

I have a valid TN driver's license # _____ which expires on _____ and have no alcohol or reckless driving offenses on my record.

I am aware that this vehicle is owned by Volvo of Nashville, Inc. and is being provided solely by Volvo of Nashville Inc. as a courtesy to our customers. This vehicle is not provided by Volvo Cars of North America. There is no charge for the use of the vehicle.

I do agree to re-compensate Volvo of Nashville a \$12 a day (a day constituting 24 hours from beginning of use) fuel surcharge. The maximum amount not to exceed \$84.00. State sales tax will be charged.

I understand fully **there are absolutely no exceptions or waivers to this charge.** This fee will be collected irregardless of miles driven or gas used. There will be no refunds for gas paid by the borrower.

Dealer assumes no responsibility regarding parts availability or promise times. Nothing mitigates this charge.

I understand if I do not return the vehicle at the promised return date and time, **I may be subject to a \$89.00 per day penalty plus fuel surcharge.** This charge is at the sole discretion of the dealer as dealer may be required to provide an additional vehicle to the customer that this is promised to the following day.

Terms of Agreement: In consideration of Volvo of Nashville (hereinafter called Dealer) providing the above described Volvo, I (hereinafter called the Customer) hereby accept full responsibility of the operation of the vehicle and agree that I, the Customer, will operate it in a safe manner and that I, the Customer, will not operate it in a manner contrary to the laws of any jurisdiction in which it is operated.

Customer also agrees to indemnify and hold the Dealer harmless for any claim or claims of personal injury or property damage to others or to myself that may arise as a result of the use and or operation of the vehicle. Customer further agrees not to allow anyone else to drive, and in the event that the vehicle is damaged in any manner or is involved in any accident, Customer will immediately notify the Dealer and the local police department; and Customer will provide the Dealer a written report thereof and copies of any police reports within 48 hours of said accident. Customer further agrees to hold Dealer harmless and indemnified for any damage, cost, liability, or expense associated with such accident or damage.

Customer agrees not to authorize or incur any expense of any nature for the operation, repair, maintenance, or conduct of the vehicle and agrees to hold harmless and indemnify the Dealer against any claims and or demands including but not limited to parking tickets, towing, repair and or storage fees.

Customer expressly understands this vehicle is loaned ONLY for the period listed above and if Customer fails to return the vehicle for any reason on the Return Date, Customer does so without the consent of Dealer. If vehicle is stolen from Customer, Customer will immediately notify the Dealer and the Police of such theft. Notification of Dealer does not relieve or absolve Customer of any responsibilities with respect to the vehicle.

If any provision of this agreement shall conflict with or deprive any of the parties of the benefit afforded by any insurance coverage applicable in the absence of such provision, then such provision shall be ineffective and void, but the Customer shall remain subject to other legal liabilities imposed by the agreement and by law.

This document constitutes the entire agreement between Dealer and Customer. No oral representations or statements made by Dealer, its employees, and or representatives shall be binding unless expressed in writing upon this agreement and initialed by both parties. This agreement is subject to the laws and jurisdiction of Tennessee. If customer violates any of the terms of this agreement, Dealer shall be entitled to any costs incurred in enforcing this agreement including reasonable attorney's fees.

I have read this agreement and agree to be bound by the terms listed above. I am at least 25 years of age, I am a U.S. Citizen, and I possess a current and valid driver's license. I am currently insured according to the requirements for operating a vehicle in Tennessee.

Customer Signature _____ Date _____ / _____ / 2011

RO# _____ Mileage In _____ Out _____ Volvo Stock Number: _____