



ENTERPRISE GIFT-IN-KIND VEHICLE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between WRIGHT STATE UNIVERSITY (“University) on behalf of its department of Intercollegiate Athletics, (“Athletics Department”) and Enterprise, a vehicle rental agency, having its principal place of business at _____ (“Enterprise”).

RECITALS

1. University provides automobiles to certain Athletics Department coaches and staff (hereinafter “Assignee”);
2. Enterprise desires to loan to the University one or more automobiles from Enterprise for use by the Assignee of the University’s choosing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, University and Enterprise agree as follows:

1. Enterprise agrees to loan to the University _____ (add number) automobile(s) (hereinafter “the Vehicle” or “the Vehicle(s)”) at no cost to University for use by Assignee.
2. This agreement shall commence on _____(Date) and shall automatically renew for successive one (1) year terms unless either party shall give notice 30 days prior to expiration to the other party of the intent to terminate the agreement. Such notice shall be given no later than March 1 of any given contract year.
3. Enterprise acknowledges that the Vehicle is for the exclusive use of Assignee, and may be not be used for personal purposes by Assignee other than to drive to and from work to Assignee’s residence. All drivers are excluded from using the vehicle except the Assignee.
4. Upon delivery of the Vehicle, University and Assignee shall assume full control of and responsibility for the Vehicle. Assignee and any Designee(s) shall exercise reasonable care in operating and protecting the Vehicle and shall be responsible for all necessary servicing of the Vehicle.
5. Assignee shall be responsible for all costs and expenses incurred in connection with the necessary servicing of the Vehicle, normal wear and tear excepted. Enterprise shall be responsible for repair and maintenance costs which result from the malfunction or failure

of the Vehicle and/or its equipment, provided such failure does not result from Assignee's improper use of the Vehicle. If the Vehicle for which Enterprise is providing maintenance is out of service for repairs for more than two (2) days, then Enterprise shall provide a substitute vehicle for Assignee during that period.

6. The University shall provide primary Commercial Automobile Liability insurance, self insurance, or a self-funded pool to cover liability and any damage on any Enterprise furnished vehicles when Assignee is operating the Vehicle in the scope of Assignee's employment. Upon full execution of this agreement, Enterprise may obtain a certificate of insurance evidencing such coverage. Such coverage will include Enterprise as an additional insured for any liability resulting from the University's operation or possession of the Vehicle. Such additional insurance status does not extend to any faulty maintenance performed by Enterprise or any failure or malfunction of the Vehicle or its equipment not due to the Assignee's improper use of the Vehicle. Physical damage coverage (collision and comprehensive) will be maintained by the University when the Assignee is operating the Vehicle in the scope of Assignee's employment. The University can self-insure the physical damage coverage and Enterprise shall be named as a loss payee. Assignee shall also maintain personal insurance coverage (collision and comprehensive) on the Vehicle when Assignee is operating the Vehicle outside the scope of Assignee's employment. Should the Assignee's personal insurance coverage be in default at the time of an incident involving the Assigned Vehicle, the University will be responsible for any damage or liability. The University shall give Enterprise a certificate of insurance evidencing such insurance from Assignee.
7. If Enterprise establishes a limit on the use of the Vehicle based on the accumulation of miles driven by the Assignee or the length of time the Vehicle is in the Assignee's possession, then those limits are established as follows. The Vehicle is not to exceed one of the following use limits; _____ miles, _____ months or _____ miles within _____ months. The Assignee will be responsible for notifying Enterprise according to the above stated limits of use.
8. To avoid the appearance of impropriety under Ohio's ethics laws and to ensure appropriate University registration of the gift, Enterprise shall deliver all gift-in-kind Vehicles to the University's Athletics Department Business Manager rather than to Assignee directly.
9. Because this agreement is between the University and Enterprise, Enterprise shall not ask Assignee to sign any documents from Enterprise. Such documents shall be signed, as necessary, only by authorized University personnel.
10. Enterprise reserves the right to recall the Vehicle at any time, and replace such Vehicle with another vehicle. Normally, vehicles will be replaced only when they reach the mileage limitation, or at the start of a new model year.
11. Assignee shall return the Vehicle to Enterprise in the same condition as when delivered to Assignee, ordinary wear and tear excepted. Enterprise and University shall inspect the returned Vehicle and provide a jointly signed report on the condition of the Vehicle. Any

excessive wear and tear or damage will be the responsibility of the University's Athletics Department.

12. The Enterprise will retain title to the Vehicle.
13. Enterprise acknowledges and understands Assignee is not permitted to be involved in any testimonials or endorsements for Enterprise, or the Vehicle brand. This limitation applies to both statements of endorsement and pictures with the Vehicle unless approved by WSU Athletics Department and WSU's legal counsel.
14. In consideration of Enterprise providing Vehicles to the University, the University shall provide Enterprise the following total annual benefits valued at \$28,500 as referenced in Separate Sponsorship Agreement.
15. Neither party may assign its rights under this Agreement without the prior written consent of the other party.
16. No subsequent amendment, modification or waiver of any of the provisions hereof shall be effective unless in writing and signed by the parties hereto.
17. The written waiver by Enterprise or University of any breach of any term, covenant, or condition herein stated shall not be deemed to be a waiver of any other breach, or of a subsequent breach of the same or any other term, covenant or condition herein contained.
18. This Agreement shall be interpreted under and governed by the laws of the State of Ohio. Any action arising out of this Agreement shall be brought in a court of competent jurisdiction in the State of Ohio. If any provision hereof or the application of any provision to any person or circumstances is held invalid or unenforceable, the remainder hereof and the application of such provision or other persons or circumstances shall remain valid and unenforceable.
19. If the Enterprise asserts a claim for damage to the Vehicle that occurred while the Vehicle was under this Agreement, then the University will be given the opportunity to inspect and value the amount of damage prior to any repairs being done to the Vehicle.
20. Any notice required or permitted to be given by one party to the other party under this Agreement shall be given in writing and shall be personally delivered or sent by US Certified Mail, return receipt requested, postage prepaid and properly addressed to the following address or at such other address as may have been furnished in writing for such purpose:

If to Enterprise:

Name: _____

Address1: _____

Address2: _____

City/State/Zip: _____

If to University:

Department of Athletics
Attention: Director of Athletics
Ervin J. Nutter Center 335,
3640 Colonel Glenn Hwy
Dayton, OH 45435-0001

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

ENTERPRISE: _____

By: _____

Title: _____

Date: _____

WRIGHT STATE UNIVERSITY:

By: _____

Title: _____

Date: _____