



ENTERPRISE GIFT-IN-KIND VEHICLE USE AGREEMENT

The following Agreement specifies the terms and conditions for use in accepting a gift-in-kind vehicle associated with employment in the Intercollegiate Athletics Department of Wright State University (“Athletics”).

Definitions

I, _____, (“Assignee”) understand and agree to the following terms and conditions under which Wright State University has assigned to me the use of a passenger vehicle:

- Primary Use and Exclusivity - This vehicle is to be used primarily for business purposes by the Assignee in the conduct of duties associated with my position in the Athletics Department.
- Limited Personal Use – This Vehicle may 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.
- Mileage Log for Tax Purposes – Vehicle mileage incurred during personal use including driving to and from work must be recorded in a log and submitted monthly to the University Payroll Department.
- Auto Insurance – I agree to obtain insurance coverage through a private insurance company on any and all vehicles assigned to me as “gift-in-kind” based on the following coverages:

Minimum insurance amounts for;

- Bodily injury - \$100,000 per person / \$300,000 aggregate
- Property damage - \$50,000

Also, insurance coverage must include the following;

- Uninsured/underinsured motorist
- Medical
- Comprehensive
- Collision

Furthermore, the insurance policy must name Enterprise providing the vehicle and Wright State University and its Board of Trustees as additional insureds on such policy.

- Certificate of Insurance - I agree to provide the University with a certificate of insurance that shows proof of insurance in the specified amounts and I understand that I must deliver evidence of automobile insurance coverage to the University to the Office of Risk Management BEFORE I am permitted to drive the vehicle.
- Accident Reporting - I agree to report, within 24 hours, all accidents with the vehicle to the University to the Office of Risk Management. I understand that all accidents involving damage or injury must be reported regardless of fault or amount of damage. A copy of the police report must be provided.
- Responsibility for Damage and Deductibles - The Athletics Department is responsible for the cost of any damage to the Vehicle occurring while conducting University business. I understand the Athletics Department will be responsible for applicable insurance deductibles to the University in the event of damage to the vehicle or associated liabilities occurring while conducting University business. The Assignee is responsible for the cost of any damage to the Vehicle occurring during non-business or personal use. I understand that I will be responsible for applicable insurance deductibles in the event of damage to the vehicle or associated liabilities occurring during non-business or personal use.
- University-Provided Insurance - The University shall provide primary Commercial Automobile Liability insurance, self insurance, or a self-funded pool to cover liability and any damage on any Dealer furnished vehicles when Assignee is operating the Vehicle in the scope of Assignee's employment. Upon full execution of this agreement, Dealer may obtain a certificate of insurance evidencing such coverage. Such coverage will include the Dealer 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 the Dealer 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 the dealer 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. The University shall give Dealer a certificate of insurance evidencing such insurance from Assignee.
- Delivery of Vehicle - To avoid the appearance of impropriety under Ohio's ethics laws and to ensure appropriate University registration of the gift, I understand that Enterprise shall deliver all gift-in-kind Vehicles to the University's Athletics Department rather than to me directly.
- Traffic Violations - I agree to promptly pay for any traffic or parking violations incurred while using the vehicle.

- Reasonable Care - I agree to exercise reasonable care in the operation and protection of the vehicle and shall regularly clean the vehicle. I will return the vehicle in good, resalable condition, reasonable wear and tear excepted.
- Prohibited Use - I will not use the spare tire, except in emergencies. I will not use the vehicle for towing or pushing any other vehicle or equipment. I will not use or sublicense the vehicle for transportation for hire of goods or passengers.
- Maintenance - I agree to assume responsibility for all costs and expenses incurred in connection with the necessary servicing of the vehicle including oil and filter changes, normal wear and tear excepted. I understand that I am responsible for paying for the vehicle's gas. If Enterprise requires that the vehicle be serviced at Enterprise's business location, then Enterprise shall pay for such service.
- Use Limits - I understand that if Enterprise sets limits on the use of the vehicle by the Assignee through accumulation of miles driven or the length of time in possession, I agree to notify the dealer when that limit is reached as follows. The Vehicle is not to exceed one of the following use limits; _____ miles, _____ months, _____miles within _____months.
- Limitations of Availability - I recognize that Enterprise has the right to recall the vehicle at any time and replace it with another vehicle. I also recognize that if there are insufficient numbers of vehicles available through the gift-in-kind car program to the Athletics Department, that the University has the right to no longer offer me a gift-in-kind vehicle for my use.
- Non-Endorsement - I agree that I will not personally sign any documents from Enterprise with respect to the vehicle and that I will not give any testimonials or endorsements of Enterprise or the vehicle brand unless approved by WSU Athletics Department and WSU's legal counsel.
- Required Forms - I agree to complete with the University's Driver Application Form (DAF) obtained from the Office of Risk Management or its website <http://www.wright.edu/admin/bpra/risk/> prior to use of an assigned vehicle.
- Approved Driver Status - I certify that I have a valid United States driver's license and will maintain approved driver status according to Wright Way policy 2601.

Assignee: _____(signature)

Assignee: _____(print)

On (Date): _____

Athletics Director: _____(signature)

Athletics Director: _____(print)