



GIFT-IN-KIND VEHICLE DEALER 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 _____, an automobile dealership, having its principal place of business at _____ (“Dealer”).

RECITALS

1. University provides automobiles to certain Athletics Department coaches and staff (hereinafter “Assignee”);
2. Dealer desires to loan to the University one or more automobiles from Dealer for use by the University’s Assignee in return for which, Dealer shall receive certain benefits from University.

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

1. Dealer 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. Dealer acknowledges that the Vehicle is for the exclusive use of Assignee, and may be used for personal purposes by Assignee. Personal use may include use by drivers designated by the Assignee and may include spouse, children, or other family members (hereinafter “Designee”).
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. Dealer 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 Dealer is providing maintenance is out of service for repairs for more than two (2) days, then Dealer 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 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.
7. If the Dealer 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 the Dealer 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, the Dealer 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 the Dealer, the Dealer shall not ask Assignee to sign any documents from Dealer. Such documents shall be signed, as necessary, only by authorized University personnel.
10. The Dealer 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 Dealer in the same condition as when delivered to Assignee, ordinary wear and tear excepted. Dealer 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 Dealer will retain title to the Vehicle.
13. Dealer acknowledges and understands Assignee is not permitted to be involved in any testimonials or endorsements for the Dealer, 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 Dealer providing Vehicle(s) to the University, the University shall provide to Dealer the following total annual benefits valued at \$5,550:
 - a. For each Vehicle provided by Dealer, four (4) personalized premium seats in the Nutter Center (annual value = \$600 and does not include tickets to events, concerts, etc.).
 - b. For each Vehicle provided by Dealer, four (4) season basketball tickets (annual value = \$700).
 - c. Membership in WSU's Athletics Director's Club Gold which includes all membership perquisites such as reserved basketball parking (annual value = \$2,500).
 - d. Game logo inside all men's basketball "flipcards" (annual value = \$500).
 - e. Two (2) golfers in annual ADC golf outing (annual value = \$250).
 - f. Trip for two (2), or VIP admission (if local) to Horizon League post-season basketball tournament (estimated annual value = \$750).
 - g. Fifty (50) tickets to a WSU basketball game on a mutually agreed upon date (annual value = \$750).
 - h. 30 second radio spot for all men's home and away basketball games.
15. This Agreement constitutes the entire agreement between the parties and shall be binding on their successors and assigns.
16. Neither party may assign its rights under this Agreement without the prior written consent of the other party.
17. No subsequent amendment, modification or waiver of any of the provisions hereof shall be effective unless in writing and signed by the parties hereto.
18. The written waiver by Dealer 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.
19. 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

