



UNIVERSITY ASSIGNED VEHICLE USE AGREEMENT

The following Agreement specifies the terms and conditions for use in accepting a University Assigned vehicle associated with employment in the _____ Department of Wright State University (hereby known as “the Department”).

Definitions

Designee – Legally licensed drivers including spouse, children, or other family members who I designate to drive the vehicle during personal use.

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 Department.
- Personal Use – This Vehicle may be used for personal purposes exclusively by the Assignee and his/her Designees. I agree to exercise the same reasonable care and oversight of the Vehicle when in use by me or my Designees for non-business, i.e., personal purposes as I would during business use and to fully inform all of my Designees of what is reasonable care as well as all pertinent conditions of use according to conditions defined in this Agreement.
- 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.
- Personal Auto Insurance – I agree to obtain insurance coverage through a private insurance company on any and all vehicles assigned to me 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 based on self and all Designees;

- Uninsured/underinsured motorist
- Medical
- Comprehensive
- Collision

Furthermore, the insurance policy must name 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 Department is responsible for the cost of any damage to the Vehicle occurring while conducting University business. I understand the 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.
- 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 abide by the rules and procedures established by Parking and Transportation for the necessary servicing of the vehicle for maintenance purposes and agree to timely delivery of the vehicle to Parking and Transportation in order for necessary servicing to take place. I understand that a replacement vehicle will not be provided while maintenance is being performed.
- Limitations of Availability - I recognize that the University has the right to recall the vehicle at any time.
- 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): _____

Dept. Director: _____ (signature)

Dept. Director: _____ (print)