

Vehicle Rental Agreement

This Vehicle Rental Agreement made and entered into this _____ day _____ of 2012, by and between the Community After School Program (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Renter").

I. Equipment. The Vehicle Rental Agreement covers the following vehicle, which is the property of the Owner to-wit:

1995 International 72 Passenger Bus – VIN 1HVBBAAP2SH643601

The vehicle shall be used for the following purpose: To allow the City of Norman Fire Department to transport recruits, fire fighters, and equipment for training.

The vehicle shall be used on the following dates or period of time: Date of execution until March 31, 2013

II. Rental and Fees. The above-described vehicle is rented to the Renter at the rate of \$0.00 per day. The vehicle shall be picked up and returned each day to 425 12th Avenue, N.E. Norman, OK 73071. The Renter is responsible for working directly with Norman Public Schools Transportation Department to arrange for pick up and return of the vehicle each day.

III. Use of Vehicle. Renter shall not use or permit use of vehicle in a negligent or improper manner or in violation of any law, or so to void any insurance covering the vehicle, or permit the vehicle to become subject to any lien, charge or encumbrance. The vehicle shall not be removed from the State of Oklahoma without prior, written permission from the Owner.

IV. Obligation to Insure. The City of Norman is self-insured; however, the City agrees to compensate the Community After School Program for any loss suffered because of the City's act or omission associated with the City's use of the school bus to the extent that the City could be liable for such loss under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.*

V. Obligation to Pay Miscellaneous Charges. Renter agrees to pay all storage charges and parking charges and fines in connection with the vehicle. No storage cost will be assessed by Owner for storing the vehicle as described in Section II above.

VI. Risk of Loss and Damage. Renter shall bear all risk of damage or loss of vehicle due to negligence, misuse, or accident. Renter shall keep the vehicle in good working order, condition, and repair with reasonable wear and tear. Renter shall notify owner of any damages or loss before making any repairs. Renter shall immediately notify Owner of any mechanical issues or concerns. Repairs by Owner are not guaranteed and may not be possible due to cost constraints. In the event of mechanical failure, this Rental Agreement is null and void and the Owner will not provide a substitute or replacement vehicle for use by the Renter. Should the Renter choose to complete mechanical repairs, Renter shall notify owner of said repairs prior to completion and the Rental Agreement will remain in force. The Owner will not provide

any monetary reimbursement for repairs completed by the Renter unless prior agreement is given in writing by the Owner.

VII. Indemnity of Owner. Renter agrees to indemnify Owner against all claims, losses, causes of action and expenses, including attorney fees and legal expenses arising from the use, maintenance and operation of the vehicle to the extent that the City could be liable under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.*

VIII. Driver and Driver's Qualifications. Renter shall be responsible for securing a qualified driver at Renter's expense. A qualified school bus driver must have the following licenses, to-wit: Oklahoma CDL Class A or B with Passenger and School Bus Endorsements and the Oklahoma School Bus Driver's Certificate issued by the State Department of Education. Prior to driving the vehicle, a copy of the driver's driving credentials shall be provided to the Owner. The driver is responsible for completing the *CASP School Bus Daily Report*.

IX. Return of Vehicle. Upon expiration of the rental term or earlier termination of the Rental Agreement as herein provided, Renter shall contact the Community After School Program administrative office and return the vehicle to the Owner in the same condition as when received, less reasonable wear and tear, at 425 12th Avenue, N.E., Norman, OK 73071.

X. Assignment. Renter agrees not to assign, transfer, or sublet its rights under this Rental Agreement.

XI. Limitations and Warranties. There are no warranties, expressed or implied, by Owner to Renter except as contained in this Agreement and Owner shall not be liable for any loss or damage to Renter nor to anyone else or any kind and however cause, whether by any vehicle, its repair, maintenance, or equipment, or its failure, or by interruption of service, or use of any rented vehicle.

OWNER: Community After School Program

RENTER: _____

Terri Craig

Authorized Representative (Please Print)

Signature

9/24/12

Date

Authorized Representative (Please Print)

Signature

Date