

COTTONWOOD MUNICIPAL AIRPORT
1001 W Mingus Avenue, Cottonwood, AZ 86326

COURTESY VEHICLE USE AND INDEMNIFICATION AGREEMENT

*** This Agreement Must Be Completed Prior To Using The Vehicle ***

In exchange for being allowed to use the courtesy vehicle (the "Vehicle") provided by the City of Cottonwood (the "City"), the undersigned ("Driver"), acting for Driver and for all of Driver's family, heirs, agents, affiliates, representatives, successors, and permitted assigns, hereby fully and forever releases, discharges, indemnifies, holds harmless, and agrees to defend the City, its officers, employees, and agents from and against any and all damages, loss, theft, or destruction of the Vehicle and against all losses, liabilities, damages, injuries, claims, demands, costs, and expenses of every kind and nature, including reasonable legal fees and disbursements arising out of and in connection with the use, condition, or operation of the Vehicle. **INITIALS** _____

Driver further agrees that the City is not responsible and that Driver is solely responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs, expenses, penalties, attorneys' fees, judgments, suits, or disbursements of any kind or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, as a result of Driver using the Vehicle. **INITIALS** _____

Driver is the only person authorized to drive the Vehicle. Driver agrees to operate the vehicle competently and in compliance with all laws, rules, regulations, and ordinances regarding operating the Vehicle, and in compliance with the Cottonwood Municipal Airport Courtesy Vehicle Policy. **INITIALS** _____

- **Vehicle must stay within 10 miles of the Airport (Cottonwood, Clarkdale, Jerome).**
- **Vehicle use is limited to 4 hours max.**
- **Availability is on a first-come, first-served basis.**
- **There is no charge to use the Vehicle, but please replace the fuel that you use.**

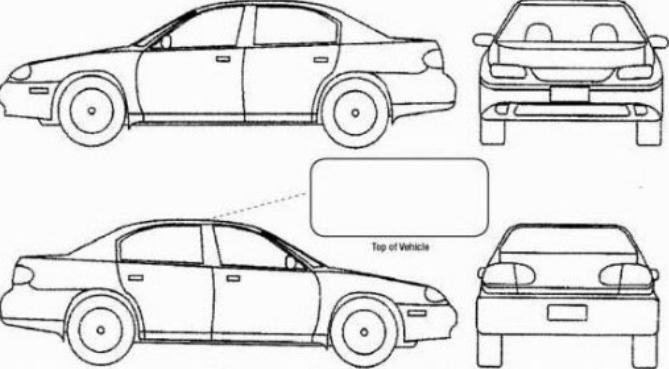
Aircraft Make & N-Number:					
Name:					
Address:					
City:			State:	Zip:	
Contact Phone Number:			Email:		
Driver has reviewed this Courtesy Vehicle Use and Indemnification Agreement and the Cottonwood Municipal Airport Courtesy Vehicle Policy and agrees to comply therewith.					
Signature:				Date:	

Airport Checklist:

- Copy of Driver's License
- Copy of Auto Insurance Card
- Credit Card
- Pre- and Post-Trip Inspections

PRE- AND POST-TRIP INSPECTION FORM

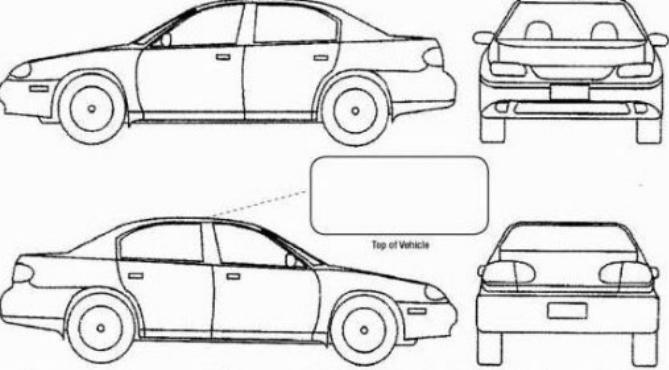
PRE-TRIP INSPECTION

	<p>Date: _____</p> <p>Time: _____</p> <p>Mileage Out: _____</p> <p>Airport Representative: _____</p>
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No Damage Observed

Damage Observed; Describe: _____

POST-TRIP INSPECTION

	<p>Date: _____</p> <p>Time: _____</p> <p>Mileage In: _____</p> <p>Airport Representative: _____</p>
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No Damage Observed

Damage Observed; Describe: _____

FUEL	OUT	E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F
	IN	E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F

DRIVER'S ACKNOWLEDGEMENT

Name

Signature

Date

Cottonwood Municipal Airport
Courtesy Vehicle Policy

The Cottonwood Municipal Airport provides a courtesy vehicle to visiting aviators on a first-come, first-served basis. Aviators can use the vehicle for up to four hours within a 10-mile radius of the Airport at no cost.

USE OF THE COURTESY VEHICLE

The vehicle can be utilized by any fly-in transient pilot or flight crew visitor to the Cottonwood Municipal Airport, provided the individual operating the vehicle (the "Driver"):

- Provides (1) a valid state-issued driver's license, (2) a valid automobile insurance policy, and (3) a credit card should the City need to charge the driver for the purchase of fuel.
- Completes and signs the ***Courtesy Vehicle Use and Indemnification Agreement***, indemnifying and holding the City of Cottonwood harmless from all liability during Driver's use of the vehicle.
- Is at least 21 years old.

Use of the vehicle is restricted by the following:

- Only the individual providing a driver's license and insurance is allowed to operate the vehicle.
- The Driver should return the vehicle with a full gas tank. If the vehicle is returned without the fuel being topped off, the Airport may charge the Driver's credit card for the cost to refuel the vehicle at the gas station by the airport.
- The Driver can only operate the vehicle within a 10-mile radius of the Airport (e.g., Cottonwood, Clarkdale, Jerome). **Driver shall not use the vehicle to travel to Sedona (21 miles).**
- While using the vehicle, the Driver is required to follow all applicable laws of the State of Arizona, Yavapai County, and the City of Cottonwood. In addition, the Driver is specifically required to observe the following:
 - The Driver must not operate the vehicle while under the influence of alcohol or any other substance(s) that may impair driving ability.
 - The Driver must refrain from the use of a cellular phone to talk or text while operating the vehicle.
 - No smoking is allowed in the vehicle.
 - All occupants of the vehicle are required to wear seatbelts at any time the vehicle is in motion. The number of passengers may not exceed the number of seatbelts.

NO RESERVATIONS

Use of the vehicle is on a first-come, first-served basis. No reservations will be accepted for use of the vehicle. The vehicle is not intended to be used in lieu of renting a car or using a taxi service for usage exceeding 4 hours or traveling outside the local area (10-mile radius).

ADDITIONAL

Responsibility: Drivers are solely responsible for any legal action that relates to their use of the vehicle, including moving violations, parking tickets, lawsuits, and repair costs for any damages. Drivers are solely responsible for any damage to the vehicle between check-out and check-in.

If the vehicle is involved in an accident with injuries, the Driver must dial 911.

If the vehicle is involved in an accident without injuries, the Driver must notify the **Cottonwood Police Department at 928-634-4246**. Please advise the Police Department that you are operating a city-owned vehicle, and they will dispatch an officer to complete an accident report.

Immediately after notifying the Police Department, you must notify the **Airport Manager at 928-340-2722 (24-hour)** as to the nature of the accident or damage that occurred to the Vehicle. The Airport Manager and the City Risk Manager will be responsible for processing any claim(s) and for arranging any damage repair(s).

Use of the vehicle without a properly executed ***Courtesy Vehicle Use and Indemnification Agreement*** will constitute "*unauthorized use of a motor vehicle*" per A.R.S. § 13-1803 (below) and may result in the City prosecuting for such.

The Driver must keep a copy of the ***Courtesy Vehicle Use and Indemnification Agreement*** in the vehicle during the time in use.

Driver is responsible for returning the vehicle key to the Airport. If the vehicle key is not returned, a replacement key charge of **\$300.00** will be charged to the Driver's credit card.

The vehicle is equipped with a tracking system. Misuse of the vehicle may result in the Driver being denied future use of the vehicle at the sole discretion of the Airport Manager.

13-1803. Unlawful use of means of transportation; classification

- A. A person commits unlawful use of means of transportation if, without intent permanently to deprive, the person either:
 - 1. Knowingly takes unauthorized control over another person's means of transportation.
 - 2. Knowingly is transported or physically located in a vehicle that the person knows or has reason to know is in the unlawful possession of another person pursuant to paragraph 1 or section 13-1814.
- B. A violation of subsection A, paragraph 1 of this section is a class 5 felony.
- C. A violation of subsection A, paragraph 2 of this section is a class 6 felony.