



Community Access to Vehicles

Centrum Foundation owns five (5) 12-passenger vans which may be made available for local use by Olympic and Kitsap Peninsula-area non-profit organizations. Each van can accommodate a maximum of eleven passengers and one driver. Seating can be removed to accommodate luggage or other cargo. However, Centrum asks users to request this in advance so that seating can be stored on site if not required during third-party use.

Centrum's vehicle fleet is made possible with generous support from the C. Keith Birkenfeld Memorial Trust and The Seattle Foundation.

There are no special driver's licenses required to operate these vans. They are 2015 Nissan NV Passenger vans, built on Nissan's pick-up truck chassis. They do require careful attention as they are larger than standard vehicles, but drive and operate similar to most day-use vehicles.

Access to vans must be made in advance as pre-conditions exist, all of which must be met in order to gain access to the vehicle/s. They are as follow:

1. Organizations must complete a vehicle reservation request and submit their completed form to Centrum no later than two weeks prior to start date of vehicle use.

2. Organizations are required to provide the following, in advance of gaining access to vehicles:

a) **Proof of Insurance:** Organizations must demonstrate Hired Auto Liability in their insurance coverage of no less than \$1 million. In addition, for each vehicle used, organizations also need \$40,000 in Hired Auto Physical Damage insurance for each day, or part thereof, during which the vehicle will be used. Centrum can provide you VINs and details for the specific vehicle/s you will be using.

b) **Pre-Approval of Drivers:** Organizations are required to identify the driver/s of these vehicles, and submit a driver's abstract for all drivers. Abstracts may be obtained online in less than 24-hours at this website: <http://www.dol.wa.gov/driverslicense/requestyourrecord.html>

USER CHECKLIST

- Vehicle Request Form
- Hired Auto Liability Insurance
- Hired Auto Physical Damage
- Pre-Approved Drivers
- Deposit
- Pick-Up Damage Report
- Incident Report Protocol
- Drop-Off Damage Report
- Full Fuel Tank Upon Return

Notes: _____

Please see our VEHICLE REQUEST FORM for complete details.



Vehicle Request Form

CENTRUM FOUNDATION TERMS AND CONDITIONS OF AGREEMENT TO USE VEHICLE

This Agreement is made between CENTRUM (herein referred to as “the owner”) and the person and/or company (herein referred to as “the hirer”) whose particulars are recorded below. It is hereby agreed as follows:

The Hirer: _____
Name: _____
Organization: _____
Title: _____
Daytime Phone: _____
E-mail: _____
Street: _____
City: _____
State: _____ Zip: _____
Other: _____

VEHICLE DESCRIPTION AND TERM OF HIRE

1. Subject to final authorization, the owner will let and the hirer will take the motor vehicle, details of which are described below (herein referred to as “the vehicle”), for the term of hire as described.

The Vehicle/s (check applicable boxes):

- 2015 Nissan NVP S 3500 Glacier White

Hire Term:

- 1 day
- 2 days
- 3 days
- Other: _____

Date/s of use: _____

Vehicle/s to be returned on or before: 5 p.m. _____

PERSONS WHO MAY DRIVE THE RENTAL VEHICLE

2. The vehicle may be driven during the term of hire only by the persons aged 25 or older named on this Agreement or in a supplementary driver’s sheet attached to this Agreement, and only if they hold a current full valid driver’s license appropriate for the vehicle while they are using the vehicle and they have been pre-approved by Centrum’s insurance carrier. Drivers may have no more than two moving violations or at-fault accidents in the last three years and may have no major driving violations, ever, on their record.

Proposed Driver/s:

1. _____
License Number: (state) _____ (number) _____
Centrum approval Allowed; Denied [Date of decision: _____]
Reason for denial (if applicable): _____

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2. _____
License Number: (state) _____ (number) _____
Centrum approval Allowed; Denied [Date of decision: _____]
Reason for denial (if applicable): _____

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3. _____
License Number: (state) _____ (number) _____
Centrum approval Allowed; Denied [Date of decision: _____]
Reason for denial (if applicable): _____

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4. _____
License Number: (state) _____ (number) _____
Centrum approval Allowed; Denied [Date of decision: _____]
Reason for denial (if applicable): _____

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5. _____
License Number: (state) _____ (number) _____
Centrum approval Allowed; Denied [Date of decision: _____]
Reason for denial (if applicable): _____

PAYMENTS BY HIRER

3. The hirer shall pay the owner for the hire of the vehicle the sum or sums specified below; and authorizes the owner to charge all amounts payable to the hirer's account. The hirer's account means a nominated debit card, credit card, or pre-arranged charge account, if applicable.

Day Use Fee: \$200.00 USD per day per vehicle

An Up-Front Deposit Equal to 50% of Total Anticipated Fee for Term: \$ _____

4. In addition to the payment specified in clause 3 above, the hirer acknowledges that they shall be liable at the end of the hire term to pay to the owner any applicable additional charges payable at the end of the term. These include, but are not limited to:

- a) charges for fuel used but not replenished (but not oil);
- b) charges for late return of the vehicle (\$50 per vehicle per day);
- c) charges for damage to or repair of the vehicle; and any enforcement charges relating to such damage or repairs (including legal costs);
- d) charges for cleaning the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and/or odors including cigarette/cigar smoke (no smoking permitted in any van);
- e) traffic and/or parking offense infringement fees;
- f) administration fees specified in this Agreement; and

g) any surcharges in connection with the use of a debit or credit card by the hirer.

5. The owner will charge the amounts set out in clauses 3 and 4 above to the hirer's invoice during or after the term of hire is completed, or the hirer may pay such charges as agreed with the owner, such choice to be at the owner's sole discretion.

6. If the hirer fails to pay any money due under or in connection with the Agreement within 14 days of the date by which the hirer was required to pay the money, the owner may, without prejudice to any other rights or remedies charge the hirer and the hirer must pay an administration fee of \$50.

USE OF THE VEHICLE

7. The hirer shall not:

- a) use or allow the vehicle to be used for the transport of passengers for hire or reward;
- b) sublet or hire the vehicle to any other person;
- c) allow the vehicle to be used outside his/her authority;
- d) operate the vehicle or allow it to be operated in circumstances that constitute driving under the influence of alcohol or drugs;
- e) operate the vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
- f) operate the vehicle, or allow it to be operated, in breach of state or local laws and regulations, rules or bylaws relating to road traffic;
- g) operate the vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified for the vehicle;
- h) drive or allow the vehicle to be driven by any person if at the time of driving the vehicle the driver does not hold a current full valid driver's license appropriate for the vehicle;
- i) drive or allow the vehicle to be driven on any roads excluded in clause 19(q) of these terms and conditions, or on any beach, driveway, or surface likely to damage the vehicle;
- j) allow the vehicle to be driven by any person who is not named or described in this Agreement as a person permitted to drive the vehicle;
- k) operate the vehicle or allow it to be operated to propel or tow any other vehicle without advance written permission from Centrum;
- l) transport any animal in the vehicle (with the exception of authorized service dogs with proof of certification);
- m) operate or allow the vehicle to be used in involvement with any illegal activity; or
- n) allow any person to smoke in the vehicle.

HIRER'S OBLIGATIONS

8. The hirer shall ensure that:

- a) all reasonable care is taken when driving and parking the vehicle;
- b) the water in the vehicle's radiator and battery is maintained at the proper level;
- c) the oil in the vehicle is maintained at the proper level;
- d) only the fuel type specified for the vehicle will be used;
- e) the tires are maintained at their proper pressure;
- f) the vehicle is locked and secure at all times when it is not in use and the keys kept under the hirer's personal control at all times;
- g) the distance recorder or speedometer are not interfered with;
- h) no part of the engine, transmission, braking or suspension systems are interfered with;
- i) should a warning light be illuminated or the hirer believes the vehicle requires mechanical attention, the

hirer will stop driving and advise the owner immediately;

j) all drivers authorized to use this vehicle during the term of hire are aware of and comply with the terms outlined in the Agreement; and

k) any authorized driver carries their driver's license with them in the vehicle at all times and will produce it on demand to any enforcement officer.

OWNER'S OBLIGATIONS

9. The owner shall supply the vehicle in a safe and roadworthy condition.

MECHANICAL REPAIRS AND ACCIDENTS

10. If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the hirer shall notify the owner of the full circumstances by telephone immediately. Please call (502) 727-3571 (cell) or (360) 385-3102 (daytime).

11. The hirer shall not arrange or undertake any repairs or salvage without the owner's authority (this includes, but is not limited to, purchasing a replacement tire) except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

12. 24-Hour Roadside Assistance is not furnished by owner.

13. If the vehicle requires repair or replacement, the decision to supply another vehicle to the hirer is at the owner's sole discretion.

RETURN OF VEHICLE

14. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the Centrum's office (223 Battery Way, Fort Worden State Park) and return all keys to Centrum's Key Return on its front porch or obtain the owner's consent to the continuation of the hire (in which case the hirer shall pay additional hire charges for the extended term of hire). If the hirer does not comply with this clause, and does not immediately return the vehicle, the owner may report the vehicle as stolen to the Police and the hirer must compensate the owner for either the full cost of the vehicle, or all additional costs and losses incurred up to the time that the vehicle is recovered by the owner.

LIABILITY

15. The hirer is liable for:

a) any loss of, or damage to, the vehicle and its accessories;

b) any consequential damage, loss or costs incurred by the owner, including salvage costs, loss of ability to re-hire and loss of revenue; and

c) any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.

INSURANCE

16. The hirer is advised that motor vehicle insurance is not furnished on behalf of the owner for the period of the hirer's use. The hirer must make their own insurance arrangements, provided these are approved by the owner. If the owner is not satisfied that the hirer's insurance is comparable to the owner's, the owner may decline to hire the vehicle.

17. Organizations must demonstrate Hired Auto Liability in their insurance coverage of no less than \$1 million. In addition, for each vehicle used, organizations also need \$40,000 in Hired Auto Physical Damage insurance for the duration of the period during which the vehicle/s will be used.

18. An additional Damage Administration fee of \$100 will be applied for processing damage claims. This fee applies to all damage claims regardless of whether the hirer elects to use the owner's insurance or has their own insurance arrangements. This fee may be refunded if it is proven that the damage was not due to the hirer's fault.

INSURANCE EXCLUSIONS

19. The hirer acknowledges that the following conditions are forbidden under the terms of this Agreement:
- a) at any time the driver of the vehicle is under the influence of alcohol or any drug;
 - b) at any time the vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the hirer or driver was aware or should have been aware of the unsafe or unroadworthy condition of the vehicle;
 - c) at any time a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs that is the result of improper use of the vehicle. This exclusion also applies to damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage, but does not otherwise apply to resulting damage to other parts of the vehicle;
 - d) at any time the vehicle is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker, or testing in preparation for any of them;
 - e) at any time the vehicle is driven by anyone not named or described in the Agreement as a person permitted to drive the vehicle (unless the hirer is a body corporate or Department of State and the driver is authorized by them to drive, subject to all other terms and conditions in the Agreement);
 - f) at any time the vehicle is driven by an unlicensed person;
 - g) at any time the vehicle is willfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority or control;
 - h) at any time the driver commits a traffic offense while driving the vehicle;
 - i) at any time the vehicle is loaded or is being loaded in excess of the manufacturer's specifications;
 - j) at any time the vehicle is being loaded or unloaded beyond the limits of a thoroughfare and such loading or unloading is not performed by the driver or attendant of the vehicle;
 - k) at any time the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;
 - l) for any fine or penalty imposed as a result of prosecution for breach of any law;
 - m) for any puncture, cut or bursting of any tire, or damage to any tire by application of brakes;
 - n) for any wear and tear to the vehicle;
 - o) for any liability for damage caused by vibration or the weight of the vehicle or its load to any: bridge or viaduct; any road or anything beneath a road; any underground pipe line or cable; or any other underground installation;
 - p) for any overhead damage to the vehicle or to the property of any third party resulting from such overhead damage;
 - q) at any time the vehicle was being driven on any unformed roads and/or roads other than tarseal or metal; including but not limited to beaches, driveways, or any surface likely to damage the vehicle; or
 - r) at any time the vehicle is operated beyond the term of the Agreement or any agreed extension of the term, or at any other time or in any other circumstances notified by the owner to the hirer.

HIRER USES THEIR OWN INSURANCE

23. The hirer accepts all liability for all losses, costs and damages set out in clause 15 (a) to (c), and agrees to clause 17.

TRAFFIC OFFENSES

24. All penalties related to traffic and/or parking offenses are the responsibility of the hirer and the owner may charge the hirer for any traffic and/or parking offense infringement fees incurred by the hirer. The owner undertakes, in the event that the owner receives notice of any traffic or parking offenses incurred by the hirer, to send a copy of any such notice to the hirer as soon as is practicable and to provide the necessary information to the relevant issuing authority for such notices to be directed to the hirer. The hirer has the right to challenge, complain about, query or object to the alleged offense to the issuing enforcement authority and has a right to seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice).

The owner may also charge an administration fee of \$30 to cover the cost of processing and sending to the hirer notices related to traffic and/or parking infringements.

CANCELLATION OF HIRE AGREEMENT

25. The owner has the right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of the Agreement, or if the vehicle is damaged. The termination of a hire under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under the Agreement or otherwise.

GPS

26. The hirer acknowledges that they are liable for damage to or loss, including theft, of any factory installed GPS unit and/or its accessories. The charge is \$250 per unit.

PRIVACY ACT

The information requested from the hirer is to enable the owner to assess the hirer's request to hire a vehicle. The hirer does not have to supply this information, but if the hirer does not, then the owner is unable to hire the vehicle. The hirer acknowledges that the owner will collect, hold and use the hirer's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by the owner. The hirer further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the hirer defaults in the payment of any monies owing to the owner, or other parties involved in an accident with the vehicle while on hire to the hirer; or any organizations responsible for the processing or handling of traffic related infringements; and the hirer hereby authorizes the disclosure of their personal information for such purposes.

NOTE TO HIRER

NOTE - THE OWNER MUST GIVE THE HIRER AT LEAST ONE COPY OF THE AGREEMENT WHICH MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND TO AN ENFORCEMENT OFFICER.

AGREED:

NAME

DATE

NAME

DATE