

FRANK'S SERVICENTER LOANER AGREEMENT

Driver Name: _____ Date: _____

Address: _____

Phone Number: (____) - ____ - ____ Alternate Phone Number: (____) - ____ - ____

Email Address: _____ Driver's License #: _____

Loaner Vehicle: ___13 COROLLA (BLUE) ___13 COROLLA (GREY) ___12 COROLLA (SILVER) ___12 PRIUS (SILVER) ___ 2005 RAV-4

In consideration of Frank's Servicenter loaning me the vehicle listed above, I hereby accept full responsibility for its operation and agree that I will operate the loaner vehicle in accordance with the laws of the state of Pennsylvania and any other jurisdiction in which it is being operated. Further, whether covered by my insurance or not, I agree to assure and hold Frank's Servicenter harmless from any and against:

A.) Any and all claims of personal injury or property damage to others or to myself arising out of the use or operation of the vehicle.

B.) All damages to and repairs required to be made to the loaner vehicle (including loss of use of the loaner vehicle) which occur during my custody of the loaner vehicle pursuant to this agreement.

I further agree to not allow anyone other than myself to drive the loaner vehicle and I acknowledge that I am at least 25 years of age. I represent that I am duly authorized to operate a motor vehicle and have a current valid driver's license. I agree to return the loaner vehicle to Frank's Servicenter in as good mechanical and physical condition as when it was loaned to me, or to pay Frank's Servicenter the cost and expense for any repairs necessary to restore the loaner vehicle to the same condition as when I received it.

In the event of any accident involving the loaner vehicle, I will notify immediately after such accident and confirm the same in writing to Frank's Servicenter, within 24 hours thereafter, including in such written notification a full and complete report thereof (including without limitation, complete copies of any reports prepared by law enforcement concerning the same)

I also agree to promptly reimburse Frank's Servicenter for any damages, cost, or expense in connection therewith regardless whether the same is or should be whatsoever for the repair of the loaner vehicle without Frank's Servicenter prior written consent; that I will bear all expenses incidental to the repair and maintenance caused by misuse or abuse of the loaner vehicle while in my possession and that I will pay for all claims and demands, including, without limitation, parking tickets, EZ-pass violations, toll by plate, speeding violations, arising from the use, storage and/or repair of and to the loaner vehicle during the operation of this agreement and/or my custody of the loaner vehicle.

Nothing contained herein shall be constructed to authorize me to retain the loaner vehicle after the return date or such time earlier time as may have been demanded by Frank's Servicenter. If the loaner vehicle is stolen, I will immediately notify Frank's Servicenter of such theft. I also agree to pay any repair or insurance deductible cost not paid and/or covered by my physical insurance policy listed below.

If it becomes necessary for Frank's Servicenter to take any legal action to enforce this agreement, Frank's Servicenter shall be entitled to recover in addition to actual damages and other relief, reasonable attorney fees and court costs incurred.

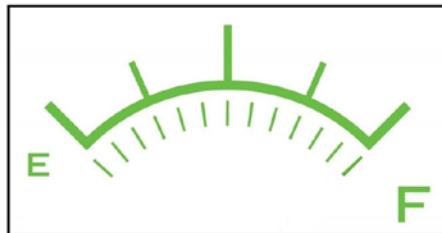
I understand that the insurance protection provided by my insurance company is primary. I certify that I am now and will remain insured for the duration of this agreement under any automobile liability/physical damage policy issued to me by

_____ Insurance Company.

I certify that I have read this agreement; that the information contained herein is true and correct to the best of my knowledge and belief and I agree to be bound by the terms and conditions contained herein.

Driver Signature: _____ Date/Time out: _____ AM/PM

REFILL TO THIS LINE BEFORE RETURNING:



INITIAL HERE _____

Returned _____ Date/Time in: _____ AM/PM