



**DISTRICT VEHICLE USAGE
AGREEMENT
Tuolumne Joint Powers
Authority Member Districts
ONLY**

BETWEEN

**School District
(Owner)**

AND

**School District
(User)**

This agreement is made this _____ day of _____ 20__

BETWEEN

Name, address and contact info of the Owner School District [Hereinafter referred to as the "Owner" which article shall wherever the context so admits include its assigns and successor in title] of the one part;

AND

Name, address and contact info of the Using School District [Hereinafter referred to as the "User" which article shall wherever the context so admits include its assigns and successor in title] of the other part;

RECITALS;

1. Whereas the owner of a _____
_____ **make and model of vehicle** motor vehicle of the following description: registration number _____; Model _____; VIN number _____.
2. Whereas the User has agreed to borrow/lease the aforesaid motor vehicle on the terms and conditions herein contained

THE PARTIES AGREE AS FOLLOWS:

1. RENTAL

The motor vehicle is hereby leased at a yearly rate of \$ _____ payable yearly on the _____ day of _____ each year.

OR

The motor vehicle is hereby leased/borrowed at a 1-time rate of \$ _____ payable at time of use.

***If the vehicle is used at No Charge please mark here _____**

2. DURATION

The agreement shall endure for a period of _____ commencing on

DAY, MONTH, and YEAR and shall then expire unless renewed by the mutual agreement of the Parties.

3. THE OWNERS OBLIGATIONS

The Owner hereby agrees: **PLEASE CHECK WHERE APPLICABLE**

- 3.1 To grant the User exclusive use and possession of the motor vehicle during the duration of this agreement;
- 3.2 To keep the motor vehicle comprehensively insured throughout the duration of this agreement documented in the SISC Data Base through the Tuolumne Joint Powers Authority;
- 3.3 To be responsible for the normal service, repair, fair wear and tear of the motor vehicle and to provide the User with another vehicle for temporary use within while repairing the vehicle *if necessary*;

4. THE USERS OBLIGATIONS

The User hereby agrees: **PLEASE CHECK WHERE APPLICABLE**

- 4.1 To ensure that the motor vehicle is used in a skillful and proper manner and only driven by a person that currently operate district vehicles. The driver must possess the required licensing and training to drive district vehicles;
- 4.2 To ensure that no alterations are made to the motor vehicle or any component removed unless it is immediately replaced by the same component or by one of the same like, make and model or an improved or advanced version;
- 4.3 To report to the nearest CHP/Police and inform the Owner and JPA within **24 (twenty-four) hours of any damage to or loss of the motor vehicle**;
- 4.4 To be responsible for costs relating to fuel as well as any costs of parking fines and towing expenses for illegal parking;
- 4.5 To ensure that the motor vehicle is only used within the usage agreement;
- 4.6 To return the vehicle to the Owner in good mechanical condition on the expiration of the contract, not including normal wear and tear;
- 4.7 To be responsible for the **\$1000.00** auto deductible OR cost of damage under deductible amount if vehicle damage occurs while in this agreement term;

5. TERMINATION OF THE AGREEMENT

Termination of this agreement can be made by either party in writing within [redacted] before the agreement executes.

6. ENTIRE AGREEMENT

This Agreement is **only valid** between Tuolumne Joint Powers Authority member districts under the SISC II Memorandum of Vehicle Coverage.

12. GOVERNING LAW

This Agreement shall in all respects be governed and construed in accordance with the Tuolumne Joint Powers Authority-Transportation Policy and Member District Policies.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

SIGNED BY: _____
NAME OF Owner School District

Name: _____

Signature: _____

This _____ day of _____ 20__

SIGNED BY: _____
NAME OF User School District

Name: _____

Signature: _____

This _____ Day of _____ 20__