

Airport Courtesy Vehicle Use Agreement Bay City Regional Airport

The undersigned, hereinafter referred to as "DRIVER", agrees to indemnify and hold harmless the City of Bay City, Texas (City), its elected official, directors, managers, officers, employees, and agents, from and against any and all damages, loss, theft, or destruction of the Courtesy Vehicle (Vehicle) being provided to DRIVER by the City and against all losses, liabilities, damages, injuries, claims, demands, proceedings, costs, and expenses of every kind and nature, including reasonable attorney's fees and disbursements arising out of and in connection with the DRIVER's use and operation of the Vehicle.

It is further agreed by the DRIVER that the City shall not be responsible or accountable for any of the following:

- a) property damage
- b) personal injury(ies)
- c) loss of business

The DRIVER is the only person authorized to drive the Vehicle and agrees to operate the Vehicle with reasonable care and diligence, and to follow all applicable laws of the State of Texas, Matagorda County, and the City. Driver also agrees to all requirements and restriction detailed in the Airport Courtesy Vehicle Policy. A violation of any of the foregoing is a breach of this Agreement.

The DRIVER acknowledges and agrees that DRIVER is not an employee of the City, not acting on behalf of the City, and not an agent of the City.

Every effort is made to keep the Vehicle maintained and in good operating condition; however, the City does not guarantee the condition of the Vehicle. The City has no obligation to provide an alternate vehicle or make alternate transportation available. Please report any maintenance or operational issues to Airport staff.

Use of the Vehicle without a properly executed Airport Courtesy Vehicle Use Agreement will constitute "unauthorized use of a motor vehicle" and could be prosecuted as such.

Driver must keep a copy of this agreement in the Vehicle during the time the vehicle is in use.

<p>DRIVER NAME _____</p> <p>Home Address _____</p> <p>City, State, Zip _____</p> <p>Home Phone Number _____ Cell _____</p> <p>Driver's License # _____ State _____ Expiration _____</p> <p>Aircraft _____ N-number _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Odometer Start</td> <td style="width: 30%;"></td> </tr> <tr> <td>Odometer End</td> <td></td> </tr> </table>	Odometer Start		Odometer End	
Odometer Start					
Odometer End					

Driver acknowledges receipt of, and agreement to, Airport Courtesy Vehicle Policy.

Signature _____ **Date** _____

Airport Staff Use Only

Vehicle	
Time OUT	
Time IN	
Fuel OUT	
Fuel IN	
Staff Signature	

Copy Driver's License

Bay City Regional Airport

Airport Courtesy Vehicle Policy

Visitors to Bay City Regional Airport may have access to an airport Courtesy Vehicle, if available. The primary purpose of the Courtesy Vehicle is to provide free, complimentary transportation to airport visitors into the City of Bay City, for a short period, for business or pleasure. Use of the Courtesy Vehicle is limited to Matagorda County, Texas.

Use of the Courtesy Vehicle

The Courtesy Vehicle (Vehicle) can be utilized by any fly-in visitor to Bay City Regional Airport, provided:

- The driver has a valid driver's license issued in the United States.
- The driver has a valid automobile insurance policy.
- The driver signs the *Use of Airport Courtesy Vehicle Agreement* which indemnifies and holds the City harmless from all liability during the use of the Vehicle.
- The driver is over the age of 21.

Use of the Vehicle is restricted by the following:

- Only the individual providing driver's license is allowed to operate the Vehicle.
- The Vehicle can be used for a period of two (2) hours by a driver purchasing aviation fuel at no charge. After two (2) hours the driver will be charged \$15.00 per additional hour.
- The Vehicle can be used by a driver NOT purchasing aviation fuel for a charge of \$20.00 per hour. The driver is required to replace the fuel used in the Vehicle. A surcharge of \$20.00 will be charged, regardless of how much fuel was used in the Vehicle, if the Vehicle is returned without the fuel being replaced.
- The driver can only operate the Vehicle within Matagorda County, Texas unless written approval is granted by the Airport Manager.
- Overnight use may be approved at the cost of a flat rate fee of \$100.00 (after 5pm until 8am). The charges as stated above will then apply between the hours of 8am to 5pm.

While using the Vehicle, the driver is required to follow all applicable laws of the State of Texas, Matagorda County, and the City of Bay City. 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.
- 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.

Reserving the Courtesy Vehicle

No reservations will be accepted for use of the Vehicle, except in cases where the Vehicle is approved for overnight local use. Use of the Vehicle is first-come, first-served.

Overnight and After-hours Use of the Courtesy Vehicle

For fly-in visitors staying overnight in Bay City, overnight local use of the Vehicle may be approved by the Airport Manager; such arrangements must be made in advance. All restrictions listed above will apply.

For fly-in visitors arriving after business hours, use of the Vehicle can be arranged with the Airport Manager. The following restrictions apply:

- A copy of the driver's driver license, and a signed *Use of Airport Courtesy Vehicle Agreement* must be e-mailed (jmason@cityofbaycity.org) or faxed (979-323-1670) to the Airport office by 1pm local time on the day of arrival. Absent prior arrangements, call-out fees will apply if use of the Vehicle is required during after-hours.
- Keys to the Vehicle will be secured and the pilot will be provided with the means of accessing the keys upon arrival.
- All other restrictions listed above will apply.

Additional

Responsibility: Drivers are solely responsible for any legal action which relates to their use of the Vehicle, including moving violations, parking tickets, lawsuits, and repair costs for any damages. Users are solely responsible for any damage to the Vehicle during the time that they are in possession of the Vehicle.

In case of an accident during use of the Vehicle where there are injuries, user should dial 911.

In case of an accident or any Vehicle damage during use of the Vehicle, and where there are no injuries, the driver must notify the **Bay City Police Department at 979-245-8500**. 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 979-244-0890** as to the nature of the accident or damage that has occurred to the Vehicle. The Airport Manager and the City Attorney's office will be responsible for processing any claim(s) and for arranging any damage repair(s).

Use of a Vehicle without a properly executed *Airport Courtesy Vehicle Use Agreement* will constitute "unauthorized use of a motor vehicle" and could be prosecuted as such. The driver must keep a copy of the *Vehicle Use Agreement* in the Vehicle during the time in use.