

DR. J. D. PATTERSON
MISSIONARY VEHICLE ENDOWMENT FUND
VEHICLE USE AGREEMENT

WHEREAS, The Arkansas Baptist Foundation administers a permanent endowment fund (hereafter the "Fund"), the purpose of which is to provide Southern Baptist missionaries with the use of a vehicle during their Stateside Assignment (STAS);

WHEREAS, I represent that I am such a missionary and I am residing in the state of Arkansas while on STAS from _____(date) to _____(date);

WHEREAS, in consideration of the use of such a vehicle and by signing below, I agree to abide by the following terms and conditions governing the use of such vehicle:

- a. The term of use of the vehicle will be for a period of _____ months; additional time may be granted at the discretion of ABFT Transportation, LLC (hereafter "ABFT"). If I or we maintain possession of our assigned vehicle beyond the term listed above, this agreement will continue on a month-to-month basis;
- b. I shall surrender possession of the vehicle immediately upon demand by ABFT. Such demand may be made by ABFT at any time, for any reason;
- c. I shall be housed in Arkansas as long as the vehicle is under my care, custody, or control;
- d. I have provided ABFT with a driver's license which is valid in the state of Arkansas, and I agree to allow ABFT or its insurer to obtain my driving record from the appropriate Department of Motor Vehicles and agree to comply with all requests for information regarding my driving record; ***(Please submit copies of drivers licenses with this agreement.)***
- e. I understand and agree that I will be responsible for paying all ordinary expenses of operation for the vehicle, including gasoline and regular maintenance. I understand and agree that I will be responsible for having the oil changed in the vehicle every 3,000 miles or at the recommended interval according to the manufacturer's owner's manual, and shall provide proof of such service to ABFT. Additionally, I understand and agree I will be responsible for any maintenance or repair while driving the vehicle outside of the state of Arkansas;
- f. I agree to immediately notify ABFT of any necessary extraordinary maintenance or repair expenses that will be incurred and agree to give ABFT ample opportunity to secure bids on such work, unless an emergency circumstance arises such that work must be done prior to my notification of ABFT; I agree to get estimates of repair approved by ABFT. I understand and agree that I will be responsible for payment of this repair before seeking reimbursement from ABFT. I further agree to pay for repairs up to the vehicle's deductible limits when such repairs are necessary because of my/our own negligence or fault;

g. I understand and agree that only I or my spouse shall be authorized to drive such vehicle. In emergency circumstances involving threat of harm to life or property, however, another individual who is related to me and is over the age of twenty-one (21) may operate the vehicle. Additionally, I understand I will be liable for any damage caused by a non-authorized driver;

h. I understand and agree that the vehicle will not be taken outside the boundaries of the continental United States. Additionally, I understand and agree that I will promptly notify ABFT or its insurance carrier of any accidents or incidents involving the vehicle or any violations received while operating the vehicle or while the vehicle is under my care, custody, or control. I further agree to pay any fines for violations promptly;

i. I agree to return such vehicle in the same condition in which I received it, normal wear and tear excepted. This includes returning the vehicle with a full tank of gasoline and in a clean condition, which will be defined by the satisfaction of ABFT.

j. I agree to never operate the vehicle under the influence of any alcohol or drugs, whether legal or illegal, that would impair my ability to operate the vehicle.

k. I agree and understand that I am in no way an agent of ABFT, the Fund, or the Fund paying insurance premiums for the vehicle.

l. I hereby release ABFT, its officers, employees, and directors, from any and all liability from damage suffered by me arising out of my use of ABFT vehicle. Additionally, I release and will indemnify the ABFT for any liability caused by my negligence that exceeds the vehicle's policy limits.

Address: _____

Authorized Signature of Driver 1: _____ **Date:** _____

Printed Name: _____

Phone: _____ Email: _____

Authorized Signature of Driver 2: _____ **Date:** _____

Printed Name: _____

Phone: _____ Email: _____

VEHICLE INFORMATION:

Year: _____ Make: _____ Model: _____

License Plate: _____ Mileage: _____

ACKNOWLEDGMENT

State of Arkansas

County of _____

On this the _____ day of _____, _____, before me, a Notary Public, personally appeared _____ and _____, known to me [or satisfactorily proven] to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires:

Foundation Approval: _____

DR. J. D. PATTERSON
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VEHICLE RETURN FORM

The vehicle listed below was returned on _____ (date) in the same condition in which it was received, normal wear and tear excepted. This includes a full tank of gasoline and the vehicle being in a clean condition.

VEHICLE INFORMATION:

Year: _____ Make: _____ Model: _____

License Plate: _____ Mileage: _____

Authorized Signature of Driver: _____ **Date:** _____

Authorized Signature of Receiver: _____ **Date:** _____
(ABFT or Valley Baptist Church)