



## Hamilton East Church Van Loan Agreement

### 1. THE PARTIES TO THIS AGREEMENT ARE:

#### 1.1 THE OWNER:

Organization: Hamilton East Seventh-day Adventist Church

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Physical Address: 203 Bell Avenue, Hamilton Ontario, L8K 3E5

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#### 1.2 THE BORROWER:

Organization:

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Physical Address:

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### 2. THE OBJECT OF THE LENDING IS:

2.1 Type of Vehicle: Passenger Van

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2.2 Make/Model/Year/Color: Ford E350 XLT 2007 White

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2.3 Vehicle Identification Number (VIN): 1FBNE31I67DA19208

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2.8 Passenger Capacity: 11 persons + driver

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### 3. QUALIFICATIONS:

3.1 The Borrower's designated driver \_\_\_\_\_ must be physically and legally qualified to operate the above-described vehicle.

#### **4. LOAN PERIOD:**

The Owner agrees to lend the above-described vehicle to the borrower for the following period and the borrower hereby agrees to pick up and return the above-described vehicle to the owner at the physical address listed in 1.1. during the following times and dates listed.

4.1 Starting Date: \_\_\_\_\_

Time: \_\_\_\_\_

4.2 Ending Date: \_\_\_\_\_

Time: \_\_\_\_\_

#### **5. TERMS OF AGREEMENT**

5.1 The borrower hereby agrees to pay the owner \$----- as a thank offering to offset the cost of maintenance on the above vehicle.

5.2 All fuel used shall be paid for by the borrower.

5.3 The vehicle will be returned by the borrower with a full tank of gas

5.4 The vehicle must be returned with exterior washed and interior cleaned and vacuumed.

5.5 The vehicle shall not be used to carry more than 11 passengers + one driver.

5.6 The vehicle shall not be used to push, propel or tow another vehicle, trailer or any other thing without the written permission of the Owner.

5.7 The vehicle shall not be operated by any other person other than the driver stipulated above in (3.1), without the written permission of the Owner.

5.8 The vehicle must not be taken across the border of Canada into the United States of America.

5.9 The vehicle must not be taken on any toll roads. All accidents, traffic violations, parking violations, and any other infractions to the vehicle must be reported upon returning the vehicle. The borrower is responsible for any charges, fines or fees while using the vehicle.

5.10 The borrower agrees to pay a safety deposit of \$----- at the time of pick up

#### **6. CONDITION OF VEHICLE:**

6.1 The Owner states that to the best of his knowledge and belief that above-described vehicle is in sound and safe condition and free of any known defects or faults which would affect its safe operation under normal use.

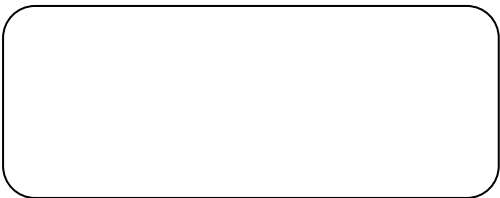
6.2 The borrower hereby agrees that he / she shall be held fully responsible for any and all loss of or damage to the vehicle or equipment during the term of this loan agreement whether caused by collision, fire, flood, vandalism, theft or any other cause, except that which shall be determined to be caused by a fault or defect of the vehicle or equipment.

6.3 The lender and borrower will inspect the van before leaving the premises and upon return.

6.4 Charge for use for upkeep

- There is the deposit of \$150
- Full tank taken full tank returned
- 45¢ per kilometer for the 1<sup>st</sup> 100
- 15¢ per additional kilometer for the next 100
- 10¢ per additional kilometer thereafter

6.5 Pick-up Inspection

Front  Rear

Kilometers out \_\_\_\_\_ Left front door \_\_\_\_\_ Right side door \_\_\_\_\_  
 Right front door \_\_\_\_\_ Rear doors \_\_\_\_\_  
 Glass \_\_\_\_\_ Hood \_\_\_\_\_

Owner's Inspector: \_\_\_\_\_

Borrower's Driver: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

6.6 Drop-off Inspection

Front  Rear

Kilometers in \_\_\_\_\_ Left front door \_\_\_\_\_ Right side door \_\_\_\_\_  
 Right front door \_\_\_\_\_ Rear doors \_\_\_\_\_  
 Glass \_\_\_\_\_ Hood \_\_\_\_\_

Owner's Inspector: \_\_\_\_\_

Borrower's Driver: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**By my signature I confirm that I have read and agree to all terms and conditions of this agreement. We, the undersigned, hereby declare that the above statements are true and correct.**

**OWNER:** \_\_\_\_\_

**BORROWER:** \_\_\_\_\_