



UNIVERSITY of HOUSTON



Courtesy Car Agreement

This Agreement is by and between the University of Houston on behalf of its Athletic Department, hereinafter referred to as the "Athletic Department," and \_\_\_\_\_ hereinafter referred to as "Dealer."

In the interest of advancing and promoting the intercollegiate athletics program at the University of Houston, Dealer has offered to loan the following vehicle(s) to the Athletic Department:

Make & Year of Automobile: \_\_\_\_\_

Vehicle Identification Number: \_\_\_\_\_

License Plate Number: \_\_\_\_\_

Dealer's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. Athletic Department agrees to:
  - a. Subject to the limitations stated below, assume responsibility for the care, custody, and control of the vehicle.
  - b. Maintain insurance on the vehicle, naming Dealer as an additional insured, with combined liability of \$500,000 per accident. Athletic Department will assume responsibility for all deductibles.
  - c. Pay the costs of gasoline, oil, lubrication, and washing of vehicle.
  - d. List Dealer or Dealer's designees as registered titleholder and legal owner of the vehicle.
  - e. Provide \_\_\_\_\_ (\_\_\_) premium season tickets to all Houston Cougar home football and men's basketball games during the \_\_\_\_\_ seasons. Tickets will be mailed in advance of first home game of each sport.
  - f. Provide \_\_\_\_\_ (\_\_\_) premium season tickets to all Houston Cougar home baseball games during the \_\_\_\_\_ season. Tickets will be mailed in advance of first home game(s), which is to be determined.
  - g. Provide \_\_\_\_\_ (\_\_\_) season tickets to all other \_\_\_\_\_ athletic competitions upon request.
  - h. Provide minimum of one (1) message board announcements at all \_\_\_\_\_ home football, men's basketball and baseball games recognizing support of all Wheels Club members.
  - i. Provide space for logo recognition in \_\_\_\_\_ official football and men's basketball souvenir programs. Artwork for football program is due no later than \_\_\_\_\_.
  - j. Provide priority for other promotional opportunities with Houston Cougar Athletics.
  - k. Invitation for two (2) on football, or baseball, (if available) team charter for a selected away game. (Non-transferable).
  - l. Minimum of two (2) vehicle display opportunities at a Cougar home baseball game per season. Displays include up to three (3) vehicles, one-hundred (100) general admission game tickets for Dealer's use at the game and special presentation during the game.

m. Dealer is recognized as a member of the Corbin J. Robinson society in Cougar Pride and is awarded all benefits associated and applicable to Dealer.

2. Stipulations:

- a. The vehicle is under manufacturer’s warranty. It is agreed that vehicle will be serviced exclusively at Dealer’s repair facility except in the case of an emergency on the road, at which time the vehicle will be taken to an authorized dealer of the same make unless this provision is waived in writing by Dealer.
- b. Athletic Department does not assume responsibility for the cost of normal wear and tear and depreciation. The vehicle will be returned to Dealer in the condition it was received, less normal wear and tear.
- c. In the instance in which there is extraordinary wear on the vehicle that exceeds what may be established as normal wear and tear, Athletic Department shall compensate Dealer for the vehicle’s loss value attributable to such excessive wear. Should there be a disagreement between Athletic Department and Dealer as to this amount, there shall be an appraisal made by an independent qualified appraiser, jointly approved by the parties.
- d. This vehicle will primarily be used by \_\_\_\_\_. The car may also be utilized by other authorized members of the intercollegiate athletic department for official activities.
- e. Dealer may request return of the vehicle at any time. Written confirmation of the termination of this Agreement must be made 15 days prior to the required return of the vehicle. Notices of termination must be sent to the Director of Athletics, University of Houston, Houston, TX 77204-6742.
- f. This Agreement is to be administered on behalf of Athletic Department by the Director of Athletics or his designee. No other individuals are authorized to amend, modify, or waive the terms of the Agreement. All amendments, modifications, or other changes to this Agreement must be in writing signed by both parties to be effective.
- g. The University of Houston is, for purposes of tax treatment under the Internal Revenue Code, a tax-exempt non-profit educationally related governmental entity.
- h. Dealer may receive a membership in Cougar Pride, with all the rights and privileges therein as consideration for the loan of the vehicle described herein.
- i. The effective date of this Agreement will be the date of the last signature below. The term of this Agreement shall be from the effective date until terminated in writing by either party.

**UNIVERSITY OF HOUSTON**

**DEALER**

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Director of Athletics

\_\_\_\_\_  
Signature Date  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Note: Modification of this Form requires approval of OGC**