

# CAR FOX Usage Agreement

Dealer Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Dates (Thr-Mon): \_\_\_\_\_

Item (check one):

**CAR FOX INFLATABLE**

**CAR FOX COSTUME**

**CAR FOX SKY DANCER**

I have read and on behalf of the borrowing dealership, for which I am authorized to act, agree to the applicable Borrower's Agreement and Waiver of Liability on the following page

Signature: \_\_\_\_\_

Return form via email to your CARFAX account manager or fax to 703.218.2853



# CAR FOX MARKETING ITEMS BORROWER'S AGREEMENT AND WAIVER OF LIABILITY

## I. CAR FOX INFLATABLE

### 1. PHYSICAL CONDITION OF BORROWED INFLATABLE

You acknowledge that the CAR FOX inflatable provided to you and all related equipment ("Borrowed Inflatable" or "Inflatable") will be returned in the condition you received it, except for ordinary wear and tear. Contact Inflatable Images immediately if the Borrowed Inflatable is not received in proper working order or with every item or accessory included. Call 330-273-3200 x 154 and speak to a Customer Rep to describe the problem with your order.

### 2. FAILURE OF INFLATABLE TO WORK PROPERLY OR ARRIVE ON TIME

You agree that CARFAX will not be liable if the Borrowed Inflatable does not work properly or does not arrive to your location on time. However, CARFAX agrees to make reasonable efforts to provide you with a working Borrowed Inflatable in a timely manner at a mutually-agreed later date.

### 3. USE OF THE INFLATABLE

You agree that the Borrowed Inflatable will only be used at your dealership's physical location/address, and further that it will be used solely for the purpose of marketing the availability of CARFAX Reports at your dealership. Subleasing, lending, or any other uses not specifically provided for herein are prohibited. Further, you acknowledge that CARFAX is the owner of the Borrowed Inflatable and agree not to do anything which will adversely affect CARFAX's rights in the Borrowed Inflatable or injure or damage CARFAX's reputation. Failure to use the Inflatable for its intended purpose may result in liability from your dealership to CARFAX.

### 4. RESPONSIBILITY FOR USE

You are responsible for the use of the Borrowed Inflatable. You agree to read and follow all instructions provided with the Borrowed Inflatable, including but not limited to those related to the proper set up, display, and dismantling of the Borrowed Inflatable. You assume all risks inherent in the use of the Borrowed Inflatable and agree to assume all responsibility for, and indemnify CARFAX against, any and all claims for damage to property or bodily injury resulting from the use or possession of the Borrowed Inflatable. You also understand that there may be local ordinances or laws, including but not limited to zoning laws, that may affect or regulate your ability to display the Borrowed Inflatable and you agree that you are legally entitled to display the Inflatable and that you will hold CARFAX harmless should you be found to be in violation of any such rules.

### 5. RESPONSIBILITY FOR EQUIPMENT

From the time the Borrowed Inflatable is delivered to you, until the time it is collected by or returned to CARFAX (including its agents), you are responsible for it. When the Borrowed Inflatable is not being displayed in a manner consistent with the instructions, you agree to keep it stored in a secure place. If the Borrowed Inflatable is lost, stolen, or damaged during the Allocated Period, you are responsible for all charges, including labor costs, to replace or repair the Borrowed Inflatable.

### 6. RETURN OF INFLATABLE

At the end of your Allocated Period, you are required to ship all components constituting the Borrowed Inflatable by utilizing the bill of lading that will be faxed to your office. If you fail to make the Borrowed Inflatable available for pick up at the end of your Allocated Period, and/or fail to use the provided bill of lading, CARFAX will charge you for any costs incurred in replacing the Borrowed Inflatable, or in expediting delivery of the Borrowed Inflatable that you return late to a subsequent borrowing dealer, or to the wrong address by not utilizing the provided bill of lading. At the end of every Allocated Period, the Borrowed Inflatable is inspected to verify that all equipment has been received and the Inflatable is in proper working order. If a piece of equipment is missing, you will receive notification of this and be asked to either return the item or send a payment to cover the cost of replacing the item. If after 30 days nothing has been received from you, you will be invoiced for the amount applicable to replace the missing item. If you desire to extend your Allocated Period, notify CARFAX immediately to obtain necessary approval, which cannot be guaranteed. Ad hoc and unilateral extensions to your Allocated Period are not possible and will not be permitted.

### 7. DAMAGE

You agree to notify CARFAX immediately should the Borrowed Inflatable become damaged. STOP USING THE INFLATABLE AND DO NOT ATTEMPT TO REPAIR THE INFLATABLE YOURSELF. CARFAX is solely responsible for making any and all repairs to the Inflatable.

## II. CAR FOX COSTUME

### 1. PHYSICAL CONDITION OF BORROWED COSTUME

You acknowledge that the CAR FOX Costume provided to you, including all related equipment ("Borrowed Costume" or "Costume"), will be returned in the condition you received it, except for ordinary wear and tear. Contact Chamberlain Marketing immediately if the Borrowed Costume is not received in proper working order or with every item or accessory included. Call 734-946-8005 x406 and speak to a Customer Rep to describe the problem with your order.

### 2. FAILURE OF COSTUME TO ARRIVE ON TIME OR UNDAMAGED

You agree that CARFAX will not be liable if the Borrowed Costume does not arrive to your location on time, or if it arrives in a damaged condition. However, CARFAX agrees to make reasonable efforts to provide you with a replacement Borrowed Costume in a timely manner at a mutually-agreed later date.

### 3. USE OF THE COSTUME

You agree that the Borrowed Costume will only be used at your dealership's physical location/address and further that it will be used solely for the purpose of marketing the availability of CARFAX Reports at your dealership. Subleasing, lending, or any other uses not specifically provided for herein are prohibited. Further, you acknowledge that CARFAX is the owner of the Borrowed Costume and agree not to do anything which will adversely affect CARFAX's rights in the Borrowed Costume or injure or damage CARFAX's reputation. Failure to use the Costume for its intended purpose may result in liability from your dealership to CARFAX.

You agree to entrust the wearing of the CAR FOX Costume to employees only. Such employees may not be under the influence of any drugs or alcohol, and must refrain from any behavior that might be considered rude, disrespectful, or offensive. Anyone wearing the CAR FOX Costume should be accompanied by a "handler" who can ensure that the CAR FOX is treated respectfully. The handler also helps the CAR FOX get around safely. The wearer should be in good physical condition and remain well-hydrated at all times.

### 4. RESPONSIBILITY FOR USE

You are responsible for the use of the Borrowed Costume. You agree to read and follow all instructions provided with the Borrowed Costume, including but not limited to those related to the proper wearing of the Borrowed Costume. You assume all risks inherent in the use of the Borrowed Costume and agree to assume all responsibility for, and indemnify CARFAX against, any and all claims for damage to property or bodily injury resulting from the use or possession of the Borrowed Costume, including but not limited to any claims by employees who may be injured while wearing the Costume. You also understand that there may be local ordinances or laws, including but not limited to zoning laws, that may affect or regulate your ability to display the Borrowed Costume and you agree that you are legally entitled to display the Costume and that you will hold CARFAX harmless should you be found to be in violation of any such rules.

### 5. RESPONSIBILITY FOR EQUIPMENT

From the time the Borrowed Costume is delivered to you, until the time it is sent to the next borrowing dealer or returned to CARFAX, you are responsible for it. When the Borrowed Costume is not being worn, you agree to keep it stored in a secure place. If the Borrowed Costume is lost, stolen, or damaged during the Allocated Period, you are responsible for all charges, including labor costs, to replace or repair the Borrowed Costume.

### 6. RETURN OR FORWARDING OF COSTUME

The Borrowed Costume will arrive at your location with one or more Federal Express labels, clearly indicating which address the Costume should be sent to at the end of your Allocated Period. You are required to make arrangements with Federal Express on the last day of your Allocated Period (either through a pick-up at your location or by dropping off at an open Federal Express office) to return or forward all components constituting the Borrowed Costume. If you fail to arrange for Federal Express to ship the Borrowed Costume on the last day of your Allocated Period, CARFAX will charge you for any costs incurred in replacing the Borrowed Costume, or in expediting delivery of the Borrowed Costume that you forward after the Allocated Period to a subsequent borrowing dealer. At the end of every Allocated Period, the Borrowed Costume is inspected to verify that all items have been received and are in proper working order. If a piece of the Costume is missing or in disrepair (other than through normal wear and tear), you will receive notification of this and be asked to either return the item or send a payment to cover the cost of replacing the item(s), as appropriate. If after 30 days nothing has been received from you, you will be invoiced for the amount applicable to replace or repair the item(s). If you desire to extend your Allocated Period, notify CARFAX immediately to obtain necessary approval, which cannot be guaranteed. Ad hoc and unilateral extensions to your Allocated Period are not possible and will not be permitted.

### 7. DAMAGE

You agree to notify CARFAX immediately should your Borrowed Costume become damaged. STOP USING THE COSTUME AND DO NOT ATTEMPT TO REPAIR THE COSTUME YOURSELF. CARFAX is solely responsible for making any and all repairs to the Costume.

## III. CAR FOX SKY DANCER

### 1. PHYSICAL CONDITION OF BORROWED SKY DANCER

You acknowledge that the CAR FOX Sky Dancer provided to you, including all related equipment ("Borrowed Sky Dancer," or "Sky Dancer"), will be returned in the condition you received it, except for ordinary wear and tear. Contact Sky Dancers immediately if the Borrowed Sky Dancer is not received in proper working order or with every item or accessory included. Call 800-439-9878 and speak to a Customer Rep to describe the problem with your order.

### 2. FAILURE OF SKY DANCER TO WORK PROPERLY OR ARRIVE ON TIME

You agree that CARFAX will not be liable if the Sky Dancer does not work properly or does not arrive to your location on time. However, CARFAX agrees to make reasonable efforts to provide you with a working Sky Dancer in a timely manner at a mutually-agreed later date.

### 3. USE OF THE SKY DANCER

You agree that the Borrowed Sky Dancer will only be used at your dealership's physical location/address and further that it will be used solely for the purpose of marketing the availability of CARFAX Reports at your dealership. Subleasing, lending, or any improper uses not specifically provided for herein are prohibited. Further, you acknowledge that CARFAX is the owner of the Sky Dancer and agree not to do anything which will adversely affect CARFAX's rights in the Borrowed Sky Dancer or injure or damage CARFAX's reputation. Failure to use the Sky Dancer for its intended purpose may result in liability from your dealership to CARFAX.

### 4. RESPONSIBILITY FOR USE

You are responsible for the use of the Borrowed Sky Dancer. You agree to read and follow all instructions provided with the Sky Dancer, including but not limited to those related to the proper set up, display, and dismantling of the Sky Dancer. You assume all risks inherent in the use of the Sky Dancer and agree to assume all responsibility for, and indemnify CARFAX against, any and all claims for damage to property or bodily injury resulting from the use or possession of the Borrowed Sky Dancer. You also understand that there may be local ordinances or laws, including but not limited to zoning laws, that may affect or regulate your ability to display the Borrowed Sky Dancer and you agree that you are legally entitled to display the Sky Dancer and that you will hold CARFAX harmless should you be found to be in violation of any such rules.

### 5. RESPONSIBILITY FOR EQUIPMENT

From the time the Sky Dancer is delivered to you, until the time it is sent to the next borrowing dealer or returned to CARFAX, you are responsible for it. When the Sky Dancer is not being displayed in a manner consistent with the instructions, you agree to keep it stored in a secure place. If the Borrowed Sky Dancer is lost, stolen, or damaged during the Allocated Period, you are responsible for all charges, including labor costs, to replace or repair the Sky Dancer.

### 6. RETURN OR FORWARDING OF ITEMS

The Borrowed Sky Dancer will arrive at your location with one or more Federal Express labels, clearly indicating which address the Sky Dancer should be sent to at the end of your Allocated Period. You are required to make arrangements with Federal Express on the last day of your Allocated Period (either through a pick-up at your location or dropping off at an open Federal Express office) to return or forward all components constituting the Sky Dancer. If you fail to arrange for Federal Express to ship the Sky Dancer on the last day of your Allocated Period, CARFAX will charge you for any costs incurred in replacing the Sky Dancer, or in expediting delivery of the Sky Dancer that you forward after the Allocated Period to a subsequent borrowing dealer. At the end of every Allocated Period, the Borrowed Sky Dancer is inspected to verify that all items have been received and are in proper working order. If a piece of the Sky Dancer is missing or broken (other than by normal wear and tear), you will receive notification of this and be asked to either return the item or send a payment to cover the cost of replacing or repairing the item, as appropriate. If after 30 days nothing has been received from you, you will be invoiced for the amount applicable to replace or repair the missing or broken item. If you desire to extend your Allocated Period, notify CARFAX immediately to obtain necessary approval, which cannot be guaranteed. Ad hoc and unilateral extensions to your Allocated Period are not possible and will not be permitted.

### 7. DAMAGE

You agree to notify CARFAX immediately should any Sky Dancer become damaged. STOP USING THE BORROWED SKY DANCER AND DO NOT ATTEMPT TO REPAIR THE SKY DANCER YOURSELF. CARFAX is solely responsible for making any and all repairs to the Sky Dancer.