

Press Car Loan Form

The terms and condition of this loan are as follows:

- All drivers of the Press Car must have and maintain a full, valid Australian/International drivers' licence during the Term and their details must be provided on this Loan Form. No other person may use or drive the Press Car.
- All drivers of the Press car must be over the age of 25 and under the age of 65.
- The terms of the FCAI Code of Conduct for the Use of Press Cars form part of the terms upon which the Owner loans the Press Car to the Media Outlet, the Media Representative(s), and/or other drivers. The Media Outlet and the Media Representatives represent and warrant that copies of this Loan Form and the FCAI Code of Conduct will be brought to the attention of any other proposed driver(s) of the Press Car, and undertake and warrant that all such driver(s) will abide by those terms at all times.
- The driver(s) and the Media Outlet must return the Press Car to the Owner, or agent thereof, by the Return Date specified in this Press Car Loan Form, clean and in the same condition prior to the Term, save from fair wear and tear.
- The Media Outlet and the Media Representative(s) are responsible for, indemnifies and keeps the Owner indemnified from, and agrees to pay immediately on demand by the Owner, all costs, expenses disbursements, fines, penalties, loss, damage or liability whatsoever, including reparation costs, arising out of or in relation to the use or possession of the Press Car, including, but not limited to:
 - the Press Car being returned with any damage, rubbish, upholstery/interior staining and/or in a condition which the Owner otherwise reasonably determines as being unsatisfactory; fines, penalties and/or infringements incurred during the Term;
 - the driver(s) allowing any pets and/or animals of any description entering the Press Car;
 - any person whatsoever (including the driver(s)) smoking in the Press Car;
 - the driver(s) or the Media Outlet using or driving the Press Car;
 - any breach of the terms of the FCAI Code of Conduct for the Use of Press Cars, or this Loan Form, by the driver(s) or the Media Outlet;
 - the Press Car being used for any purpose other than road testing, or otherwise approved by the Owner in writing;
 - failing to keep the Press Car safe and secure, including locking the Press Car when not occupied, activating any fitted alarm, and parking it in a safe and secure location;
 - any tolls, parking fees, or any other costs and expenses of driving the Press Car;
 - any fines or penalties in relation to the use or possession of the Press Car, including any parking or speeding fines, and any impoundment or immobilization of the Press Car during the time in which the Media Outlet, the media Representatives and/or the other driver(s) are in possession of the Press Car, regardless of whether it is the fault of the Media Outlet, Media Representative(s) or other driver(s) or not;
 - any negligent act or omission in relation to the Press Car, including any that causes death or injury to persons, or damage to property; or
 - any breach or infringement of any applicable legislation, regulation, ordinance or law.
- The driver(s) and the Media Outlet must notify the Owner prior to the loan Term if the vehicle is intended to be used or driven in any manner other than for the purposes of a road test (please tick appropriate box at the bottom of the form or provide additional information to the Owner).
- The Media Outlet and the Media Representative(s) represent, warrant, and acknowledge that they take possession of the Press Car free from any defects or damage, except any that are agreed to in writing by the Owner.
- Nothing in this Loan Form, or the FCAI Code of Conduct, grants the Media Outlet, the Media Representative(s), or any other person the right to, and the must not, use the logos, trademarks, names, or any other intellectual property of FCAI or the Owner except with the express written consent of the owners of such Intellectual Property.
- The Media Outlet, the Media Representatives and any other driver(s) must not film, photograph, or otherwise record in any way the Press Car except with the express prior written approval of the Owner.
- The Media Outlet and/or the Media Representatives must insure the Press Car for its full replaceable value at all times, and in relation to all possible driver(s). The Media Outlet and/or the Media Representatives must also take out and maintain appropriate public liability or third party (personal and property) insurance in relation to the Press Car. The terms of such insurance policies must be satisfactory to the Owner.
- The Media Outlet and the Media Representatives undertake to supply the Owner with all information reasonably required or requested by the Owner, including in relation to any insurance claims made by the Owner.
- Without limiting anything else in this Loan Form or the FCAI Code of Conduct, the Media Outlet's and Media Representative(s)' liability for a breach of this Loan Form or the FCAI Code of Conduct, or resulting from damage to the Press Car, or any other amount that the Media Outlet and/or Media Representative must pay to the Owner, includes, but is not limited to, any excesses the Owner may pay in relation to any insurance policy the Owner may hold with respect to the Press Car
- The driver(s) must take all reasonable and timely caution to adhere to any in-vehicle status/safety warnings, take immediate action if required and notify the Owner as soon as practicable of the same.
- The Media Outlet and Media Representative represent and warrant that all information provided by them in this Loan Form or otherwise, is true and correct in all material respects.

Driver 1 Details					
Name:			Media Outlet		
Street Address:					
Phone Contacts:	Work		Mobile:		
Drivers Licence Number and state/territory:					
Type and level of insurance				Media Representative:	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Signature: By signing this Press Car Loan Form, I acknowledge and agree to its contents and the FCAI Code of Conduct for Use of Press Cars , and undertake to abide by their terms, in my individual capacity and (to the extent I am a Media Representative) on behalf of the Media Outlet..</p> <p style="text-align: right;">Date:</p> <p>_____</p> <p>Please note that this Press Car Loan Form, and the FCAI Code of Conduct is available on FCAI's website, www.fcai.orgcom.au and by signing above, you represent and warrant that you have accessed this Loan Form and the FCAI Code of Conduct on that website, and read and understand their terms.</p> <p>You signing this Press Car Loan Form is not a guarantee that the Owner will approve your loan of a Press Car. You will not be entitled to borrow the Press Car until the Owner gives you written notice that they agree to loan you the Press Car.</p> <p>If you are a Media Representative, by signing this Press Car Loan Form, you represent and warrant that you have all necessary powers, authorities and consents to sign this Agreement on behalf of the Media Outlet.</p>					
Driver 2 Details					
Name:			Media Outlet		
Street Address:					
Phone Contacts:	Work		Mobile:		
Drivers Licence Number and state/territory:					
Type and level of insurance				Media Representative:	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Signature: By signing this Press Car Loan Form, I acknowledge and agree to its contents and the FCAI Code of Conduct for Use of Press Cars, and undertake to abide by their terms, in my individual capacity and on behalf of the Media Outlet.</p> <p style="text-align: right;">Date:</p> <p>_____</p> <p>Please note that this Press Car Loan Form, and the FCAI Code of Conduct is available on FCAI's website, www.fcai.orgcom.au and by signing above, you represent and warrant that you have accessed this Loan Form and the FCAI Code of Conduct on that website, and read and understand their terms.</p> <p>You signing this Press Car Loan Form is not a guarantee that the Owner will approve your loan of a Press Car. You will not be entitled to borrow the Press Car until the Owner gives you written notice that they agree to loan you the Press Car.</p> <p>If you are a Media Representative, by signing this Press Car Loan Form, you represent and warrant that you have all necessary powers, authorities and consents to sign this Agreement on behalf of the Media Outlet.</p>					
General Details					
Owner					
Owner Address					
Owner Phone Number					
Press Car	Make		Model		Registration
Term	Commencement			Return Date	
<p>Use of Press Car will include (please select if applicable):</p> <p><input type="checkbox"/> Racing <input type="checkbox"/> Performance testing <input type="checkbox"/> Trackwork <input type="checkbox"/> Other: _____</p>					

Add more pages if necessary.