



Winchester Municipal Airport  
420 Aviation Dr.  
Winchester, TN 37398  
[winchester\\_airport@yahoo.com](mailto:winchester_airport@yahoo.com)  
931-967-3148

Aircraft N Number: \_\_\_\_\_

## AIRPORT COURTESY VEHICLE USER AGREEMENT

The Winchester Airport Authority (WAA) has provided the Winchester Municipal Airport with an Airport Courtesy Vehicle for use by pilots and airport patrons from out of town.

Vehicle make and model \_\_\_\_\_ Vehicle license no. \_\_\_\_\_

In exchange for use of the Airport Courtesy Vehicle, the undersigned (Operator) expressly agrees to the following terms and conditions:

- Parties:** The undersigned out of town pilot and/or airport patron shall be the *Operator* of the WAA Airport Courtesy Vehicle pursuant to the terms and conditions of this agreement. *Vehicle* refers to the WAA Airport Courtesy Vehicle.
- No Warranties- Expressed or Implied:** Winchester Airport Authority does not warrant or represent that the Airport Courtesy Vehicle is safe or free from all hazards or perils. The Operator acknowledges and understands that it assumes all risks and agrees to use such Airport Courtesy Vehicle in its "As-Is", "Where-Is" condition. If Operator should notice any defects while driving the Vehicle, the Operator will immediately notify Winchester Municipal Airport of the nature of the defect so it can be corrected. Further, if the defect, in the Operator's judgment, presents any safety hazard, the Operator agrees not to drive the Vehicle until Winchester Municipal Airport has been notified and can make arrangements for return or repair of the Vehicle.
- Return of Vehicle:** Operator agrees to return the Vehicle to the Winchester Municipal Airport by the time indicated below. Operator agrees to return the Vehicle sooner to Winchester Municipal Airport on demand. In any event, Operator agrees to return the Vehicle within three hours unless the Operator receives written approval noted on this agreement from the Airport Manager or the Airport Assistant on duty to use the Vehicle longer. The operator expressly agrees that agents of the Winchester Airport Authority may take immediate possession of the Vehicle if not returned within the agreed upon timeframe of use.
- Courtesy Vehicle Use:** The Operator agrees not to drive the Vehicle beyond a 25-mile radius from the Winchester Municipal Airport without prior permission of the Airport Manager. The Operator agrees that the Courtesy Vehicle shall not be used and/or retained by the Operator overnight. During use of the Vehicle, the Operator agrees to use the Courtesy Vehicle with reasonable care and diligence, and in compliance with State of Tennessee motor vehicle laws, WAA Courtesy Vehicle Policy, the WAA Rules and Regulations and with all instructions issued by representatives of the WAA Airport Manager or law enforcement personnel.

Operator expressly agrees not to consume alcohol or any chemical that may impair their driving ability immediately before or during use of the vehicle. Operator agrees that smoking in the Vehicle is prohibited. Operator agrees that no animals or pets are permitted to occupy and/or be transported in the Vehicle at any time. Operator agrees to refrain from the use of a cellular phone to talk or text message while operating the Vehicle. Operator will refrain from driving the Vehicle off-road or on unfavorable rough surfaces.

5. **Courtesy Vehicle Gasoline and Maintenance:** Donations to the WAA maintenance fund are welcomed, as there are no rental or mileage charges for use of the Vehicle. Replacement of gasoline used during the use of the Vehicle is also welcomed but not required upon return.

6. **Fines and Expenses:** Operator agrees to pay all fines, court cost and recovery expenses for parking, traffic and other violations, including towing and storage charges incurred as a result of and during their use of the Airport Courtesy Vehicle. The Operator is responsible for returning vehicle key to the Winchester Municipal Airport. Failure to return the Vehicle key to the Winchester Municipal Airport by the Operator will result in an \$800 replacement key charge invoiced to the Operator, due and payable within 15 days of invoice receipt.

7. **Courtesy Vehicle Operators:** The Operator represents that they are at least 18 years old and possesses a valid license to drive a motor vehicle. The Operator is the only driver authorized to operate the WAA Courtesy Vehicle and shall not allow another person to operate the WAA Courtesy Vehicle while in their care, custody, and control. Operator shall not use the Courtesy Vehicle on aprons, ramps, taxiways, and runways at the Winchester Municipal Airport.

8. **Operator Responsible for Injury to Persons or Damage to Property:** The Operator agrees to defend, indemnify, and hold harmless the WAA, its officers, employees, agents and insurers from and against any and all liabilities, demands, suits, claims, losses, fines, causes of action, costs, damages, expenses, or judgments arising by reason of the injury or death to any person or damage, theft or destruction to any property (including but not limited to the WAA Courtesy Vehicle), or other damages, including all reasonable attorney's fees, court costs and expert fees arising from Operator's use of the WAA Courtesy Vehicle occurring on or after the effective date of this agreement.

9. **Insurance:** Operator represents that they possess valid automobile insurance which covers any and all use of the WAA Courtesy Vehicle with a coverage limit of no less than \$100,000 per person, \$300,000 for all bodily injury, and \$50,000 for damage to property of others. The operator further certifies that their insurance policy provides coverage that exceeds the minimum requirements set by Tennessee's mandatory insurance laws. Furthermore, the Operator's automobile insurance must be primary and non-contributory with respect to any other insurance available to WAA. To the extent allowed under the Operator's insurance policy, Operator hereby waives any rights of subrogation against Winchester Airport Authority or the Winchester Municipal Airport for any loss or injury arising from use of the Vehicle.

10. **Indemnification:** Operator agrees to hold the Winchester Airport Authority harmless and indemnify the Winchester Airport Authority d/b/a Winchester Municipal Airport against any loss, liability, and/or expense that the Winchester Airport Authority incurs arising out of the use of the Vehicle while it is entrusted to the Operator under this agreement.

11. **Repossession of Vehicle:** Agents of the Winchester Airport Authority can repossess the Vehicle anytime it is found illegally parked, being used to violate the law, if Operator is in violation of the terms of this agreement, or if the Vehicle appears to be abandoned. The Winchester Airport Authority can repossess the Vehicle anytime if it is discovered the undersigned Operator made a misrepresentation to obtain the Vehicle. In the event the Vehicle is repossessed, The Operator agrees to pay the actual and reasonable cost incurred by the Winchester Airport Authority to repossess the Vehicle.

12. **Collections:** All charges, fees and expenses, including payment for loss of or damage to the Vehicle are due to the Winchester Airport Authority upon demand. Failure of the Operator to pay all charges when due, the Operator agrees to pay a late charge of one and a half percent (1.5%) per month, or as permitted by law on the past due balance. The Operator agrees to pay any collection costs, including a service charge for any check which is not honored by a financial institution and the Winchester Airport Authority reasonable attorney's fees. If the law permits, Winchester Airport Authority is permitted to contact the Operator or the Operator's employer at their place of business about payment. The Operator expressly understands that their aircraft may be held as collateral until any of the previous claims are resolved.

13. **Property in the Vehicle:** The Operator is responsible for loss or damage to any property in or on the Vehicle, in any service vehicle, on Winchester Municipal Airport premises, or received or handled by Winchester Municipal Airport Authority, regardless of who is at fault. The Operator agrees to be responsible to the Winchester Airport Authority for claims by others for loss or damage.

14. **Modification of Parties' Agreement:** Any change or modification to this Airport Courtesy Vehicle User Agreement or any of the Winchester Airport Authority rights and remedies referenced herein must be in writing and signed by the Airport Manager.

**CAUTION:**

**\*PLEASE READ CAREFULLY BEFORE PROCEEDING\***

**THE UNDERSIGNED OPERATOR ACKNOWLEDGES THAT THE WINCHESTER AIRPORT  
AUTHORITY AND/OR THE WINCHESTER MUNICIPAL AIRPORT PROVIDES NO  
INSURANCE COVERAGE OF ANY KIND WHATSOEVER FOR THE OPERATOR OR  
ANYONE, EXCEPT FOR THE SOLE BENEFIT OF THE WINCHESTER AIRPORT  
AUTHORITY, WHILE THE WINCHESTER AIRPORT AUTHORITY COURTESY VEHICLE IS  
ENTRUSTED TO THE OPERATOR.**

**{ SIGNATURE OF OPERATOR & REQUESTED }  
{ INFORMATION FOLLOWS ON NEXT PAGE }**

**Signing this form certifies that the undersigned Operator has a valid driver's license and will comply with any restrictions to which said license is subject. The undersigned acknowledges receipt of the Airport Courtesy Vehicle User Agreement and has fully read said agreement which shall remain in full force and effect for any and all subsequent use of any Winchester Airport Authority Courtesy Vehicle or loaned vehicle by the below signed Operator.**

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_ Phone Number(s) \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Printed Name

My Insurance Carrier: \_\_\_\_\_

\_\_\_\_\_  
Address

My Policy Number: \_\_\_\_\_

\_\_\_\_\_  
City/State/ZIP

My Insurance Agent: \_\_\_\_\_

My Driver's License: \_\_\_\_\_  
Number State

\_\_\_\_\_

Reserved for Office  
Use

Car Checked Out: \_\_/\_\_/\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m. Mileage: \_\_\_\_\_

Car to be Returned by: \_\_/\_\_/\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m.

Car Returned: \_\_/\_\_/\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m. Mileage: \_\_\_\_\_