



Driver Addendum To
ROGERS CUP AND COUPE ROGERS EVENT Vehicle Use Agreement – Terms of Use

The “Driver”:

Name of Driver:		
Driver’s License No.:		Jurisdiction:
No. & Street:		
City:	Province:	P.C.:

1. I, the undersigned, agree to be a Driver under the Shuttle Vehicle Use Agreement (the “**Agreement**”) between BMW Canada Inc. (“**BMW**”) and User (as defined in the Agreement) of a vehicle or vehicles to be provided by BMW (each a “**Vehicle**”, collectively the “**Vehicles**”) for the purposes of providing Event Transportation driver services in connection with the Rogers Cup and Coupe Rogers fro July 25th , 2019 to August 13th, 2019 (the “**Event Transportation Services**”), and I hereby confirm and acknowledge the following:
 - (a) I am at least 21 years of age, properly insured and possess a valid operator’s licence;
 - (b) I never operate a vehicle while impaired by alcohol, drugs, medication, illness, fatigue, or injury;
 - (c) I ensure the proper use of safety restraint systems by all occupants;
 - (d) I obey all applicable motor vehicle and traffic laws, codes, and regulations;
 - (e) I refrain, at all times, from using radar/laser detection devices; and
 - (f) I will report all incidents/collisions involving damage or necessary repairs to any Vehicle (no matter how insignificant they may appear) to Thomas Schertzer, Senior Experiential Marketing Specialist at BMW Canada (647) 284 – 1023 and follow provincial legislation in the event damage involves a third party;

2. I also declare that I have not been convicted within the past thirty-six (36) months of any of the following motor vehicle offences:
 - (a) driving while driver's licence is suspended, revoked, or denied;
 - (b) dangerous driving causing death or dangerous driving causing bodily harm;
 - (c) operating a vehicle while impaired, under the influence of alcohol or illegal drugs, or refusing a breathalyzer test;
 - (d) failure to report or remain at the scene of an accident (including leaving the scene of a crash; hit and run; giving false information to a police officer);
 - (e) eluding or attempting to elude a police officer;
 - (f) any traffic violation resulting in death or serious injury; or



- (g) any other significant traffic violation warranting suspension of an operator's licence or impounding of a vehicle.
3. Subject to paragraph 4 hereof, I agree to use the Vehicle or Vehicles only for the purposes of Event Transportation training and providing the Event Transportation Services, as determined by BMW. I declare that I shall not use the Vehicles for any other purpose.
4. Notwithstanding paragraph 3 hereof, I declare that I shall use the Vehicles for the following purposes:
- (a) retrieving the Vehicles in conjunction with BMW's direction on July 25th, 2019 and returning the Vehicles to on August 13th, 2019 (or on any other date or dates as determined by BMW);
 - (b) transporting BMW VIP's and Tennis Canada VIP's in and around the Montreal & Toronto area, to/from the tournament venues and partner hotels.
16. User agrees that, outside the hours of Event Transportation training and the hours of operation of the Event Transportation Services, the Vehicles shall be stored at the tournament venues in a secured location. All keys are the responsibility of the driver(s) and need to be logged each day and stored in a secured location.
5. I agree that the Vehicles shall not be used:
- (a) illegally or improperly; or
 - (b) in any manner that would cause insurance coverage to be suspended, cancelled, permitted to lapse or otherwise rendered inapplicable.
6. I agree to maintain and operate the Vehicles as the manufacturer recommends in the Owner's Manual, and shall keep the Vehicles in the same working order and condition as at the time of receipt from BMW, reasonable wear and tear excepted.
7. I declare that I will keep the Vehicles free of all fines, liens and encumbrances.

Driver's Signature:	Date:
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