



VEHICLE LOAN AGREEMENT

BETWEEN :

BMW Canada Inc. doing business as BMW Group Canada (“**BMW Group**”)

-and-

Name:		
No. & Street:		
City:	Province:	P.C.:
Driver Licence Number	Country	

Hereinafter referred to as “**User**”

In consideration of BMW Group entering into this Vehicle Loan Agreement (“**Agreement**”) with User and in consideration of the loan of the Vehicle referred in the Agreement, the parties hereby agree to the following terms and conditions:

1. The Vehicle is, and shall at all times remain, the property of BMW Group and BMW Group retains all rights and benefits of ownership of the Vehicle. User must keep the Vehicle free of all fines, liens and encumbrances.
2. User agrees that he/she is the only the person allowed to operate the Vehicle.
3. User shall use or allow the Vehicle to be used only for the purposes as determined by BMW Group and shall not use or allow the Vehicle to be used (a) illegally or improperly, or (b) used in any manner that would cause insurance coverage to be suspended, cancelled, permitted to lapse or otherwise render inapplicable. The User shall not remove the Vehicle from the boundaries of Canada without the prior written consent of BMW Group.
4. User acknowledges and agrees that the Vehicle may be equipped with drive recorder function. All or portions of Vehicle driving data, including but not limited to video and other data, may be automatically recorded and saved by the Vehicle. The User understands and agrees that this vehicle driving data may be used by BMW Group or the authorities for various purposes, including determining fault in the case of an accident or other incident involving the Vehicle.
5. User agrees to maintain and operate the Vehicle as the manufacturer recommends in the Owner's Manual and to conduct all repairs at BMW Group approved facilities. User is responsible for all costs of maintaining and repairing the Vehicle and keeping it in the same working order and condition as at the time of receipt by User, reasonable wear and tear excepted. User must also pay for all expenses of operating the Vehicle including any toll charges, parking violations, traffic offences and any other incidentals required for the proper operation and/or protection of the Vehicle. User agrees to allow BMW Group or its designate to inspect the Vehicle at any reasonable time and place.
6. User agrees to indemnify and hold harmless BMW Group from all costs, losses, damages, injuries, claims, demands and expenses (including legal expenses) (collectively, “**Losses**”) arising out of (a) the use or operation of the Vehicle, including, without limitation, Losses related to any property damage, personal injury or death of any person; (b) any breach of this Agreement by User, and (c) the condition, maintenance, repair, loss or damage to the Vehicle during the period between the commencement of this Agreement and its termination or BMW Group’s acknowledgment of the Return of Vehicle attached. User agrees to notify BMW Group immediately of any damage to the Vehicle no matter how minor, and to complete such forms as may be required by BMW Group in respect of such damage.
7. User agrees to co-operate with BMW Group and the carrier of the insurance in defending against any claims or actions resulting from the operation or use of the Vehicle.
8. At any termination of this Agreement, User shall return the Vehicle in the same working order and condition as at the time of receipt by User, reasonable wear and tear excepted, and deliver the Vehicle, along with all items received by User with the Vehicle, in accordance to written instructions from BMW Group at User’s cost and expense. BMW Group and the User will jointly complete and execute the portion below entitled "Return of Vehicle" as provided by BMW Group.



9. This Agreement is effective for the term noted above unless terminated earlier in accordance with the terms herein. **However, User's obligations under paragraph 5, 6 and 7 hereof shall survive any termination of this Agreement.**
10. Notwithstanding anything herein, BMW reserves the right to terminate this Agreement immediately upon notice to User, for any reason or for no reason.
11. In the event of any breach of this Agreement, BMW Group may, at its option, cure in whole or in part such breach on behalf of the User, in which case User must reimburse BMW Group on demand for any costs incurred in curing the breach. Any failure by BMW Group at any time to require strict performance or compliance with any of the terms, conditions or covenants hereof shall not be deemed a waiver of such terms, conditions or covenants, nor shall any waiver of any right or of a breach of any provision hereof be deemed a waiver of such right at any future time or of any succeeding breach.
12. If any provision or part of any provision of this Agreement is prohibited by law or found invalid by law or interpretation of any court, it will be ineffective to the extent of such prohibition without invalidating or affecting any other part or the whole of this Agreement. This Agreement is governed by, and is to be construed in accordance with the laws of Ontario and the laws of Canada applicable therein.
13. User hereby represents and warrants that he/she:
 - a) is at least twenty-one (21) years of age or older, and possess valid full class operator's licence;
 - b) will never operate a vehicle while impaired by alcohol, drugs, medication, illness, fatigue, or injury;
 - c) will ensure the proper use of safety restraint systems for all occupants;
 - d) will obey all applicable motor vehicle and traffic laws, codes, and regulations;
 - e) will refrain, at all times, from using radar/laser detection devices; and
 - f) will report all incidents/collisions involving damage to the Vehicle (no matter how insignificant the damages may appear) to BMW Group and report to Police in the event damage exceeds \$250.00 or involves a third party;

Furthermore, the User hereby declares that he/she has 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;
 - g) any other significant traffic violation warranting suspension of an operator's licence or impounding of a vehicle.
14. It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties aux presentes on expressément demandé que ce document et tous les documents s'y rattachant soient rédigés et signés en anglais.

DATED this _____ day of _____, 20__.

BMW CANADA INC. dba
BMW GROUP CANADA

<NAME OF USER>

Name:
Title:

Signature