**TEST DRIVE AGREEMENT**

The undersigned hereby acknowledges receiving the following described vehicle for test drive purposes:

Make: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Year:\_\_\_\_\_\_\_\_ Model: \_\_\_\_\_\_\_\_\_\_\_\_\_ Serial Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stock Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Plate Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

From the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dealership, located at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Illinois, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_\_

before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_AM/PM, upon the following express conditions and representations:

1. That said automobile shall be returned to dealer at its place of business within \_\_\_\_\_\_\_\_\_ hour(s) or prior thereto on dealer’s demand, free of any liens or encumbrances not now against it, in as good mechanical and physical condition as when received by the undersigned, or to pay said dealer immediately for all repairs necessary to restore said automobile to said condition;
2. To pay dealer immediately the full present retail value of the automobile if undersigned fails for any reason whatsoever to so return it;
3. That said automobile is to, and shall, be driven and used exclusively by and for the accommodation of the undersigned for test drive purposes and shall not be used for transportation of persons or property for hire or otherwise. “Test driving” for purposes of this agreement means driving the vehicle in order to evaluate the performance, reliability, or condition of the vehicle;
4. That said automobile shall not be operated contrary to or in violation of any law, Federal, State, or local, nor driven beyond a radius of 50 miles from dealer’s place of business;
5. That said automobile will be preserved and fully protected from all loss, damage, or injury and all expense of maintenance shall be borne by the undersigned and the undersigned shall hereby agree to indemnify and hold harmless said dealer for all such, and for any claim or claims of personal injury or property damage to others or to the undersigned arising out of the use or operation of said automobile;

The undersigned represents that he/she is duly and legally licensed to operate an automobile in the State of Illinois under license number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that he/she has no physical conditions that could cause him/her to be unfit to drive said automobile; that if dealer’s automobile is operated beyond the time specified for its return, the undersigned does so without permission of dealer; that is dealer’s automobile is stolen, the undersigned shall immediately notify the dealer. In the event the customer fails to fulfill any obligation hereunder, for example, payment of any deductible or other requirement of the undersigned’s insurance; as agreed to, customer does hereby agree to pay and otherwise be responsible for any and all costs and fees, including attorney fees, necessarily incurred by the dealer in enforcing the terms hereof.

If any provision of this agreement shall conflict with or have the effect of depriving any of the parties of any benefits of any insurance coverage applicable in the absence of any provision, then such provision shall not be effective and is void, but the undersigned shall remain subject to all other liabilities and conditions imposed by this agreement or by law.

|  |  |
| --- | --- |
| SALESPERSON: | CUSTOMER SIGNATURE: |
| MANAGER SIGNATURE: | CUSTOMER ADDRESS: |
| DRIVER LICENSE #: |  |

IADA FORM 129