

Demonstrator Agreement

Marchese Ford of Mechanicville agrees to furnish a vehicle for demonstrator purposes, under the following terms and conditions:

1. The demonstrator is provided primarily for the purpose of facilitating your performance of services for the dealership. It is also to provide high visibility and exposure of the dealership and its products. The demonstrator is required to be available at all times to be shown to customers. The vehicle must remain in the dealership's marketing area.
2. You must store the vehicle at your home during evenings and off hours and be responsible for reasonable security precautions. Only minimal personal use of the demonstrator shall be permitted, unless approved in advance by the General Manager.
3. The demonstrator is not to be used by friends, relatives, or your spouse or outside of normal working hours. You will operate the vehicle in a lawful and safe manner. Seat belts are to be used at all times by the driver and by passengers, and smoking is prohibited while in the vehicle. Personal possessions are not to be stored in the vehicle and you are responsible for all parking and traffic tickets. Upon termination of the use of the demonstrator, you agree to immediately return the vehicle.
4. As part of the review process, your driving record will be reviewed on an annual basis. Excessive violations will result in the immediate revocation of the use of the demonstrator.
5. The demonstrator is subject to sale at any time without regard to the inconvenience this may present. The employee must accept the automobile model selected by the dealer for business reasons. The vehicle shall be a make of automobile sold by the dealership.
6. You are responsible for any costs required to restore the demonstrator to the condition of the vehicle on the date it was given to you for use, excluding normal wear and tear. The demonstrator is to be returned detailed, ready to sell at the user's expense. If there is any damage to the demonstrator, it must be noted when the vehicle is put into service or it becomes the user's responsibility.
7. If your driver's license is suspended you will be required to turn in the demonstrator. Driving the demonstrator under the influence of alcohol or drugs is prohibited.
8. You will be liable for any collision damage up to the amount of the insurance deductible on the demonstrator assigned; a minimum of \$500 will apply. The employee will be reimbursed for any deductible collected through subrogation from another insurance company. A larger deductible, up to \$10,000, will be charged for collision and liability damage, if driven for non-business reasons by anyone other than the assigned driver. In addition, you may be responsible for any un-reimbursed costs incurred by the dealership regardless of who is at fault.
9. You will have \$ 9.00 per day included in wages and deducted from pay for each day you are assigned a demonstrator. This is so Income tax, Social Security tax, and Medicare tax on this amount will be withheld from your wages. If you do not comply with the restrictions outlined here, then the full value of the use of the demonstrator will be included in your wages.

Name _____

Sign _____

Date _____