



Driver Agreement

Please read carefully before signing

I _____ have read and understood the Driver Manual
Please print your full, legal name above
 (the "Manual").

Acceptance of my application is subject to a successful check of my driver's licence, driving record, insurance history and completion of an orientation.

I agree to follow all vehicle operator manuals and to observe and be bound by the Manual. I understand that The Company Car ("TCC") may amend the Manual from time to time as provided for in its Bylaws.

Upon acceptance, TCC will, subject to all the terms and conditions in the Manual and this Agreement,

- provide me with access to vehicles owned, leased or rented by it ("Vehicles"), and
- pay for Vehicle related expenses such as gas, tires, maintenance and pre-approved repairs.

I understand that TCC will endeavor to ensure Vehicles are clean, reliable and well maintained and will periodically inspect the Vehicles. However, I recognize that:

- drivers share responsibility for the maintenance and safety of Vehicles;
- TCC's periodic inspection of Vehicles is supplementary to the inspection of Vehicles by drivers;
- I will be responsible for ensuring the safe condition of any Vehicle which I drive;
- TCC does not make any representations or warranties as to the fitness or condition of any Vehicle.

I understand that TCC will ensure that Vehicles are insured under a comprehensive insurance policy, the details of which are available from TCC. I agree that TCC will only be liable to me for any damages arising out of my use of a Vehicle if TCC's gross negligence has caused the damages. I waive any right to sue or make claims against TCC and its directors, officers, employees or clients for damages arising from the fitness or condition of a Vehicle, except in cases of gross negligence. I also waive any right to sue or make claims against TCC and its directors, officers, affiliates, employees or clients for a Vehicle not being available at the time it was booked.

