

MENARD ELECTRIC COOPERATIVE
AGREEMENT FOR ELECTRIC VEHICLE LOAN

This Agreement for Electric Vehicle Loan (“Agreement”) is made as of the _____ day of _____, 2023 between Menard Electric Cooperative (“Cooperative”), headquartered at 14300 State Highway 97, Petersburg, IL and _____ (“Member”) whose primary residence is located at _____, IL.

WHEREAS, the Cooperative owns an electric vehicle (“EV”) which it is willing to temporarily loan to consumer-members in good standing for the purpose of providing education and awareness on the advantages and considerations of owning an EV, and

WHEREAS, Member desires to drive the EV owned by the Cooperative, so that he/she may learn about and experience the advantages and considerations of owning an EV.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Cooperative and the Member hereto agree as follows:

1. Vehicle Temporary Loan. The Cooperative hereby agrees to temporarily loan the EV to Member for his/her personal use at no cost subject to the terms and conditions of this Agreement.
2. Conditions Precedent. Member agrees to provide Cooperative with valid drivers license and proof of personal automobile insurance as further described herein. At Cooperative’s sole discretion, a physical or electronic copy of such identification and insurance documentation may be captured.
3. Temporary Loan Period Duration. Upon satisfying the Conditions Precedent, Member may have access to the EV for a maximum of two (2) hours, unless a different length of loan time is approved and provided in writing by the Cooperative as an exception.

Exception approved by: _____ Duration: _____

4. Travel Distance, Monitoring and Location Tracking. Member agrees to maintain the EV during the loan period within 50 miles of the Cooperative headquarters. Member acknowledges that Cooperative has the ability to monitor and track the location of the EV at any time.
5. Representations & Responsibilities. Member represents that he/she/they:
 - a. are a member of the Cooperative in good financial standing;
 - b. are over the age of 21 years;
 - c. possess a valid driver’s license;
 - d. possess insurance coverage which is current and satisfies the minimum coverage limits in Section 6 of this Agreement and further satisfies the State of Illinois’ minimum mandates to the extent of any variance;
 - e. will return the EV to the Cooperative headquarters location in the same or similar condition as received;
 - f. will not smoke, eat or allow pets inside the EV during the loan period;
 - g. will contact Cooperative following any accident, damage or traffic offense;
 - h. are responsible for any and all moving violation citations, tickets, fines or charges assessed, and all personal and financial damages which may arise, while operating the EV or while the EV is in Member’s possession;
 - i. agree not to use the EV for any business or commercial purpose;
 - j. agree not to use the EV while under the influence of alcohol or drugs;

- k. agree to reimburse the Cooperative, if necessary, for all expenses incurred to clean and disinfect the EV as a result of Member use and possession of the EV during the loan period (e.g., spills, stains, dander, trash, etc.); and
 - l. agree to reimburse the Cooperative all expenses incurred for repairs needed to maintain the EV in good and safe operating condition as a result of Member use and possession of the EV during the loan period, regardless of fault or level of insurance coverage.
6. Insurance. Member must provide proof of automobile insurance coverage demonstrating:
- a. Liability & Uninsured Motorist Protection/Personal Injury Protection. Member acknowledges their liability and uninsured motorist protection and personal injury insurance policy is in force for a minimum of \$25,000 for injury or death of one person in an accident, \$50,000 for injury or death of more than one person in an accident, and \$20,000 for damage to property of another person. Member further acknowledges their insurance coverage shall be primary during the EV loan period and insurance coverage provided by the Cooperative for the EV shall be secondary coverage during the EV loan period. Member is responsible for all damages and costs not paid or covered by insurance.
 - b. Comprehensive Collision Coverage. Member acknowledges their comprehensive and collision insurance policy is primary coverage and applies to the EV. Member is responsible for any deductibles its personal insurance carrier might assess for a damage or loss claim, and for all damages not insured nor otherwise covered by Member's insurance policy. Member is responsible for all costs associated with loss or repair to the EV resulting from Member's use or possession.
7. Indemnity, Hold Harmless, & Attorney's Fees. Member shall defend, indemnify, and hold harmless the Cooperative, its employees, directors, contractors and agents, from all losses, liabilities, damages, injuries, claims, demands, costs and expenses connected with and resulting from Member's use and possession of the EV, including claims of or liabilities to third parties for bodily injury or damages of any kind arising from Member's use or operation of the EV, tickets, fines or assessments arising from Member's operation of the EV, or due to abandonment, conversion, concealment, or unauthorized sale of the EV or lien, impoundment or confiscation of the EV by any third party or governmental authority. Member shall be responsible for all expenses incurred by the Cooperative to regaining possession of the EV or in enforcing any term or condition of this Agreement, including attorney's fees and costs.
8. No Agency Relationship. Member shall at no time be considered an agent or representative of the Cooperative nor should any person of the public consider Member to be an agent or representative of the Cooperative, due in whole or in part to any logo or markings on the EV identifying it as the property of the Cooperative.
9. Enforcement. If any provision of this Agreement is unlawful, contrary to public policy, void or unenforceable, remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto agree as of the date first written above.

MEMBER

MENARD ELECTRIC COOPERATIVE

By: _____

By: _____

By: _____