

MACEDONIAN CALL FOUNDATION OF MISSISSIPPI

P.O. Box 156, Ridgeland, MS 39158-0156 - Website: www.mcfms.org. Email: mcfmscars@gmail.com

Revised 11.21.2023

VEHICLE USE AGREEMENT

This agreement is entered into this _____ day of _____, 20_____
by and between Macedonian Call Foundation of Mississippi (MCFMS), a Mississippi not-for-profit
foundation (hereinafter referred to as "Owner"), whose mailing address is: P. O. Box 156, Ridgeland,
Mississippi, 39158-0156 and

(Hereinafter referred to as "User"), whose mailing address is:

email address is: _____, phone #: _____

First driver's license: # _____ state of _____ expiration date _____

Second driver's license: # _____ state of _____ expiration date _____

Third driver's license: # _____ state of _____ expiration date _____

Fourth driver's license: # _____ state of _____ expiration date _____

Terms & Conditions

1. Vehicle Description

"Owner" hereby loans to User, pursuant to the terms contained in this agreement, a motor
vehicle described as follows:

2. Term of Use

The term of this Use shall commence on _____, 20_____, and
terminate on _____, 20_____. The term of the use may only
be extended by obtaining written approval of "Owner" no later than thirty (30) days prior to the
original termination date of the agreement and on condition that a vehicle is available. A User
extension may require exchange for another vehicle.

3. History and Purpose of MCFMS

The purpose of Macedonian Call Foundation of Mississippi, since our beginning in 1998, is to
provide dependable and low cost transportation for International Mission Board and Southern
Baptist international missionary families returning to the USA for short-term visits. Macedonian
Call is a 501(c)(3) non-profit Christian organization that operates as an all volunteer ministry. No
one at MCFMS receives any pay or compensation. We are supported by the faithful and generous
gifts from Christian believers, churches, and organizations. We receive donations of vehicles as
well as one-time or reoccurring financial gifts by U. S. mail.

4. Request for and Use of Vehicle

All MCFMS vehicle requests must be made from the MCFMS website at www.mcfms.org. by submitting a completed Vehicle Request Form providing ALL information requested. This is a secure procedure. Completed request forms will be responded to within the week that they are submitted. Because of the volume of requests, we will not be able to reserve vehicles requested more than six (6) months in advance.

User must have a valid U. S. driver's license and be age 21 or older. Further, User will not use or permit the use of the MCFMS vehicle loaned under this agreement in a negligent or improper manner, or in violation of any law, or so as to void any insurance covering the vehicle, or as a public or private livery, or permit any vehicle to become subject to any lien, charge or encumbrance. MCFMS vehicle use is limited to driving in the following (10) states: Mississippi, Arkansas, Louisiana, Tennessee, Alabama, Kentucky, Virginia, North Carolina, South Carolina, and Georgia. Upon written request, exceptions could be made by the MCFMS Operational Team, to accommodate missionaries who need transportation to travel outside the (10) state area due to family medical emergencies. If a User is granted an exception to travel outside the MCFMS approved driving area with their vehicle, the User shall be financially responsible for all vehicle towing and repair expenses incurred while traveling outside the ten (10) state MCFMS designated driving area. However, in most cases, if a User wishes to take a trip outside the (10) state driving area, the User should plan to make arrangements for alternate transportation.

Retiring Missionaries returning to the United States of America for permanent residence may be eligible to use an MCFMS vehicle for a period of three (3) months after they have notified MCFMS of their retirement from the mission field.

5. Delivery and Surrender of Vehicle

User shall pay a one-time, up-front fee of \$150.00 to cover the cost for vehicle cleaning, refueling, and oil change and need not return the vehicle clean and full of gas.

All vehicles are to be picked up and returned to Metro Jackson, Mississippi or another designated city mutually agreed on by the parties to this agreement before the date of vehicle delivery or return. Missionaries should email their travel itineraries to Bob Haller at: mcfmscars@gmail.com and call or text Bob Haller at 601-826-0999 after entering the USA, or to make arrangements to return their MCFMS vehicle. On expiration of the User term, User shall surrender such motor vehicle loaned under this agreement, in the same condition as when received, less reasonable wear and tear, and free from collision or upset damage, to the Owner.

6. Driver of Vehicles

Owner shall use all reasonable diligence to deliver the vehicles loaned under this agreement to the User upon the execution of this agreement and any supplement to this User but shall not be liable to User for any failure or delay in obtaining such vehicles or making delivery of such vehicles. The only drivers approved to drive Macedonian Call Foundation of Mississippi vehicles are those listed on this loan agreement, who have a current valid U. S. driver's license, and are age 21 or older.

7. Vehicle Insurance and Notification of Accidents

User must notify the insurance company immediately of any accident or incident that may result in an insurance claim, and notify Owner within three (3) days of such accident or incident. In the event the failure to notify Owner and insurance company of such accident or incident results in

the denial of such claim, User may be held responsible for the damages incurred as the result of such failure.

Our MCFMS insurance program is structured as follows:

- a. MCFMS carries automobile insurance consisting of liability, bodily injury and medical, property damage, and uninsured motorist that protect Users and their families. Users who are listed in the loan agreement are covered by insurance and allowed to drive MCFMS vehicles.
- b. All drivers on the loan agreement must have a current and valid U. S. driver's license and be age 21 or older.
- c. If a missionary has a wreck and is at fault, they are responsible to pay up to the first \$500.00 for vehicle repairs and/or expenses incurred as a result of the accident.

8. Payment of Vehicle Use

The User amount for each vehicle will be TWO HUNDRED SEVENTY FIVE Dollars (\$275.00) per month, due on the first of each month. User shall also pay a one-time, up-front fee of \$150.00 to cover the costs for vehicle cleaning/detailing, refueling, and oil change. Missionaries need not return the vehicle clean and full of gas. User agrees that the User will pay the loan amount set forth in this user agreement in advance on the first day of each month specified during the term of this agreement. A late fee of \$25.00 will be accessed for late payments received after the 10th of the month. Vehicle use fees shall be paid by the User by check or Money Order to "MCFMS" to the Owner at its address set forth above or to such person or organization as the Owner shall designate in writing. Vehicle use for a partial month is based on a \$9.17 per day charge. There will be no financial penalty for early return of a vehicle, however, any pre-paid monthly vehicle use payment already made will not be refunded for early surrender of the vehicle.

Additionally, missionaries traveling toll roads are responsible for paying all their toll road charges at the time of use or by reimbursement to MCFMS, who is billed for unpaid toll charges incurred by MCFMS vehicles. All unpaid toll charges should be paid by the User to MCFMS within thirty (30) days of their incurrence. Missionaries should update MCFMS immediately of all address changes by email.

9. Maintenance and Operation

Unless otherwise agreed in writing by the parties, the User is responsible for expenses related to basic service, materials, and simple repairs in connection with the use and operation of the vehicle during the loan period. This includes but is not limited to gasoline, oil changes every 3,000 miles, oil filters, maintaining engine fluids, basic maintenance, airing tires, rotating tires every 6,000 miles, and simple repairs which are necessary for the proper use and operation of each vehicle.

In the event a substantial mechanical breakdown is encountered, the User must contact Jackie Stuart of Macedonian Call Foundation at 601-906-5798, and notify him of mechanical problems and receive instructions for repairs BEFORE ANY REPAIRS ARE MADE. Macedonian Call Foundation of MS will pay the vehicle tow charge (if necessary) and MCFMS approved vehicle repair costs. The User will need to secure temporary transportation (rental car or a borrowed car) at their expense until the repairs are completed. If the User needs to temporarily lease a vehicle during the repair period, MCFMS will waive their daily vehicle use amount of \$9.17 per day. At the discretion of MCFMS, they will have the option of taking them another vehicle and getting the broken vehicle to a repair facility. The User will need to communicate the vehicle mechanical problem to

MCFMS and provide the name, phone number of the repair facility, and a contact person before repairs are approved. Under no circumstances shall Owner be held liable for any repairs that are not first approved by the Owner.

10. Compliance with Uniform Traffic Control Laws

Owner shall maintain all loaned vehicles in compliance with the Mississippi Motor Vehicle Safety Responsibility Law.

Regarding the Licensing and Inspections of vehicles, MCFMS assumes the responsibility for paying taxes on all MCFMS vehicles. If a car tag becomes due on a vehicle that is under a Vehicle Use Agreement, the MCFMS Operations Team will renew the car tag and mail the new tag sticker and registration to the missionary at the address they have provided and recorded on this Vehicle Use agreement. Missionaries should update MCFMS immediately of all address changes by email.

11. Risk of Loss

User shall bear all risks of damage or loss of vehicles or any portions of damage or loss not covered by insurance. All replacements, repairs, or substitutions of parts or equipment of vehicles shall be at the cost and expense of the User and shall be accessions to the vehicles. The User shall at all times, and at the User's expense, keep the vehicles in good working order, condition, and repair, reasonable wear and tear excepted.

12. Indemnity

User agrees to save Owner harmless from all claims, losses, causes of action, and expenses, including legal expenses, arising from the use, maintenance, and operation of the vehicle under this Vehicle Use Agreement.

13. No Warranties

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY THE OWNER TO THE USER, AND OWNER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO USER, NOR TO ANYONE ELSE OR ANY KIND AND HOWSOEVER CAUSED, WHETHER BY ANY VEHICLE, OR THE REPAIR, MAINTENANCE OR EQUIPMENT OF ANY VEHICLE, OR BY THE FAILURE OF ANY VEHICLE, OR INTERRUPTIONS OF SERVICE OR USE OF ANY VEHICLE UNDER THIS VEHICLE USE AGREEMENT.

14. Assignment

User agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this Vehicle Use Agreement, or the Vehicle Use Agreement itself. User consents to and authorizes Owner's assignment of all rentals, charges, and other amounts payable by User to Owner, or to become payable. If Owner assigns the sums agreed to be paid by User under this Vehicle Use Agreement, the rights of the assignee to receive the sum shall be free from all defenses, set-offs and counterclaims of every kind that User may be entitled to assert against Owner. Notwithstanding such assignment, the assignee does not assume any of the obligations of Owner. This Vehicle Use Agreement and its rights and interests of User under this Vehicle Use Agreement are subordinate to any security agreement executed by Owner and any such assignee covering the vehicles used under this Vehicle Use Agreement.

15. Default

Owner may by written notice to User declare this Vehicle Use Agreement in default on the occurrence of any of the following:

- a. Default by User in the payment or performance of any of its obligations under this Vehicle Use Agreement.
- b. Voluntary assignment of User's interest.
- c. Involuntary transfer of User's interest by operation of law.
- d. Expiration or cancellation of any policy of insurance or the cessation in force according to its original terms of such insurance, or of any extension or renewal of such insurance, during the entire term of this Vehicle Use Agreement.

On declaration by Owner that the Vehicle Use Agreement is in default, any vehicle then subject to the Vehicle Use Agreement shall be surrendered and delivered to Owner, and the Owner may take possession of the property wherever it may be found, with or without process of law, and for that purpose may enter on the premises of User. On default, User and User's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicles used under this use agreement, or the possession of use of such vehicles, and Owner shall retain all rents and other sums paid by User under the Vehicle Use Agreement with respect to all such vehicles.

16. Waiver

Failure of Owner in any one or more instances to insist on the performance of any of the terms of this Vehicle Use Agreement, or to exercise any right or privilege conferred, or the waiver of any breach of any term of this Vehicle Use Agreement shall not be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

17. Use Only

This Vehicle Use Agreement is one of loaning only and User shall not acquire any right, title, or interest to any vehicle used under this Vehicle Use Agreement other than that of a User.

18. Notices

Notices provided for under this Vehicle Use Agreement shall be deemed given when mailed to the addresses of the User and Owner, as contained in this Vehicle Use Agreement.

19. Succession

This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties of this Vehicle Use Agreement.

20. Choice of Law

In the event of any dispute concerning the terms of this Vehicle Use Agreement, the laws of the State of Mississippi shall govern such disputes.

21. Communicating with MCFMS

The MCFMS contact information is as follows:

Mail: P.O. Box 156, Ridgeland, MS 39158-0156

Email: mcfmscars@gmail.com.

Or, you may also contact our MCFMS Operational Team members directly for issues related to the following:

Jackie Stuart, President MCFMS Board of Directors

MCFMS Ministry Operation, Vehicle Acquisition, Maintenance & Repairs.

Cell Phone: 601-906-5798

Bob Haller, Vice President MCFMS Board of Directors

Vehicle Reservations, Scheduling, Delivery, and Return. Cell Phone: 601-826-0999

Glen Castle, Treasurer MCFMS Board of Directors

Finances, Contributions, and Vehicle Use Agreement Payments. Cell Phone: 601-260-5938

22. Signatures of Owner and User(s)

WITNESS OUR SIGNATURES as of the date first set forth above.

“Users” approved to drive Macedonian Call Foundation of Mississippi vehicles must be listed on this Vehicle Use Agreement, have a current valid U. S. driver’s license, and be 21 years of age or older.

I hereby signify my acceptance of the terms of this Vehicle Use Agreement with my signature below.

OWNER:

Macedonian Call Foundation of Mississippi

By: _____

Title: _____

USERS:

AUTHORIZED DRIVERS

_____ (signature)

1. Missionary

_____ (print name)

_____ (signature)

2. Spouse

_____ (print name)

_____ (signature)

3. Other User

_____ (print name)

_____ (signature)

4. Other User

_____ (print name)