

VEHICLE RELEASE AND INDEMNIFICATION AGREEMENT

This vehicle release and indemnification agreement is provided by the undersigned to the City of San Jose, as a condition to the City's release of a vehicle currently parked in a parking lot at the San Jose Mineta Int'l Airport. The undersigned is the legal owner, lessor, or authorized agent of an owner of the vehicle, as more specifically described below.

The undersigned each represent to the City of San Jose, that it has full authority to request the release of the vehicle and to take possession of the vehicle and the contents therein and has provided the City with evidence thereof. Without limiting any other statement in this Agreement, if the undersigned is a legal owner or lessor of the vehicle, such person represents that it has taken all steps legally necessary to take possession of the vehicle, including without limitation, all steps required under the documents evidencing the loan or the lease.

The vehicle has been made available for inspection. Attached to this Agreement is a list of contents of the vehicle and a description of the condition of the vehicle. The undersigned take full responsibility for the vehicle's condition and its contents and represent to the City that each item of personal property contained in the vehicle shall be returned to its rightful owner.

Each of the undersigned agrees, jointly and severally, to defend, indemnify and hold harmless the City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from release of the vehicle. The undersigned agrees that this indemnity is intended to apply to the fullest extent permitted by law. In an action or claim against the City in which the undersigned is defending the City, the City shall have the right to approve legal counsel providing the City's defense.

The undersigned acknowledge that the Airport's standard parking ticket, which must be pulled to enter the parking lot, clearly states that the vehicle was parked in the Airport lot at the driver's risk and that the City is not the bailee of the vehicle. The undersigned also acknowledge that the City is not responsible for fire, theft or damage to the vehicle or any article left therein.

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The undersigned accepts the vehicle and the contents as it exists on the date of release.

EACH OF THE UNDERSIGNED HEREBY CERTIFIES THAT ALL OF THE REPRESENTATIONS MADE BY THE UNDERSIGNED IN THIS AGREEMENT ARE TRUE AND CORRECT AS OF THE DATE SET FORTH BELOW.

IF THE VEHICLE IS RELEASED TO AN AGENT OF THE REGISTERED OR LEGAL OWNER OR LESSOR, BOTH OF THE FOLLOWING SIGNATURES MUST BE OBTAINED

OWNER:

AGENT OF OWNER:

NAME MUST MATCH NAME ON REGISTRATION

COMPANY NAME

TITLE: _____

NAME: _____

TITLE: _____

DATE: _____

DATE: _____

ADDRESS:

ADDRESS:

PHONE: _____

PHONE: _____

SIGNATURE: _____

SIGNATURE: _____

OWNERSHIP INTEREST – Circle One

LEGAL or LESSOR or Recovery Company

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VEHICLE CONDITION AND CONTENTS FOR RELEASE OF VEHICLE AT SAN JOSE MINETA INTERNATIONAL AIRPORT

VEHICLE IDENTIFICATION NUMBER: _____

VEHICLE MAKE AND MODEL: _____

VEHICLE COLOR: _____

VEHICLE LICENSE: _____

VEHICLE CONTENTS:

CONDITION OF VEHICLE:

INITIALS OF PERSON TAKING POSSESSION OF VEHICLE: _____

DATE OF RELEASE: _____

SJC REPRESENTATIVE: _____

Print Name

Signature