

**AUTHORIZATION AND WAIVER TO GARAGE
STATE FLEET VEHICLE AT EMPLOYEE'S HOME**

North Dakota Department of Transportation, State Fleet
SFN 58652 (08-2007)

Employee Name	Starting Date
Name of Department	

This Agreement between the above employee, department, and North Dakota Department of Transportation (NDDOT) State Fleet Services, is to formalize a process whereby the above employee will be allowed to garage a state fleet vehicle at (his/her) residence to facilitate the employees need to commute to conduct state business. This arrangement will begin on the above stating date and at any time can be terminated at the will of the employee, (see above) or the above department, or NDDOT State Fleet with written notification.

All parties to this Agreement voluntarily agree to the following terms and conditions:

- This Agreement is of mutual benefit to the above department, hereinafter referred to as Department, and to above employee, hereinafter referred to as Employee.
- Prior to Employee garaging the State Fleet vehicle at (his/her) residence, the Employee must submit to NDDOT State Fleet proof that Employee has purchased an addendum to (his/her) personal automobile insurance policy adding the State Fleet vehicle for the peril of comprehensive coverage.
- Employee agrees Employee will be allowed to use State Fleet vehicle only for official purposes; and use by family members and others is prohibited.
- Employee will be permitted to house the State Fleet vehicle in Employees garage when not being used on official state business.
- Employee acknowledges that there are potential risks of which (he/she) may not presently be aware associated with garaging the State Fleet vehicle at (his/her) residence.
- In consideration for being allowed to garage the State Fleet vehicle at (his/her) residence, Employee specifically agrees, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:
 - a. **waive, release, and discharge the State of North Dakota** and its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of garaging a State Fleet vehicle at my residence; and
 - b. **defend, indemnify, and hold harmless the State of North Dakota**, its agencies, officers and employees, from and against any and all claims of any nature including all costs, expenses and attorneys fees, which in any manner result from housing a State Fleet vehicle at my residence.

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Employee Signature	Date
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Supervisor Signature	Date
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Division Director Signature	Date
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Director NDDOT State Fleet Signature	Date
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