

# Vehicle Delivery Confirmation Form

Dealer Name: \_\_\_\_\_

Customer Name: \_\_\_\_\_

VIN Number: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

NMEDA Label #: \_\_\_\_\_

The purpose of this Vehicle Delivery Confirmation Form (the "Form") is to ensure that the Customer is familiar with the manner in which their vehicle has been modified for its unique use including, but not limited to its adaptive equipment, and its safety precautions, maintenance schedules and requirements, warnings and training have been explained to the Customer and that the Customer acknowledges and is reasonably believed to understand them. The Customer's signature and initials on all applicable locations will indicate their acknowledgement and represented understanding of each provision and the implications as they relate to all modifications done to their vehicle for the purpose of enhanced mobility.

Customer further understands and acknowledges that the Quality Assurance Program ("QAP") accredited Mobility Equipment dealer servicing the adaptive vehicle may have additional requirements and conditions not explicitly addressed herein that are explained or included in another vehicle delivery document. By virtue of this disclosure, it is agreed that with the delivery of such by the dealer the Customer is also agreeing to those conditions/terms/provisions and by referencing those documents they are incorporated into this Form.

In consideration for receiving the adaptive vehicle, and as a condition of it being delivered, Customer acknowledges and agrees to the following:

## 1. Maintenance of Adaptive Equipment and OEM Systems:

- A. The customer must follow all recommended maintenance schedules outlined by the Original Equipment Manufacturer ("OEM").
- B. Maintaining the OEM systems is crucial to the proper and safe operation of the adaptive driving equipment (the "Adaptive Equipment").
- C. It is the Customer's sole responsibility to notify any person or repair shop that, when completing a repair on the vehicle, moving, altering, or damaging any component of the Adaptive Equipment may compromise the safe operation of the vehicle and the Adaptive Equipment. The Customer must instruct the repair person or shop to call and consult with a QAP accredited Mobility Equipment dealer prior to performing any services to the vehicle, or the Adaptive Equipment.

## 2. Driving Controls and Drivers Training:

- A. The installing QAP accredited Mobility Equipment dealer makes no assertion or representation as to the Customer's ability to operate Primary/Secondary driving controls in a safe and efficient manner.
- B. Customer understands that it is recommended that they receive driver's training with the Adaptive Equipment installed in their own vehicle from a Driver Rehabilitation Specialist prior to attempting to drive the vehicle.

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At the time of delivery of the vehicle to the Customer:

Driver's Training is complete: YES \_\_\_\_\_ NO \_\_\_\_\_

Customer is a prior driver with the same driving controls: YES \_\_\_\_\_ NO \_\_\_\_\_

If the answer was "NO" to both, did the Customer decline training: YES \_\_\_\_\_ NO \_\_\_\_\_

- C. It is the Customer's sole responsibility to explain all safety precautions to any able-bodied driver before the vehicle is driven by an able-bodied individual. The Customer understands and agrees that if the able bodied driver is concerned about their ability to safely operate the vehicle or if they don't understand all safety precautions fully, the mobility dealer and/or the equipment manufacture must be contacted and consulted prior to operating the vehicle.
- D. Use of the vehicle must be discontinued immediately if any Adaptive Equipment is not working properly. In case of such an event, the Adaptive Equipment must be inspected by a QAP accredited Mobility Equipment dealer prior to the vehicle being driven.

### 3. Wheelchair Restraint Systems:

- A. During the modification of the Customer's vehicle, the Customer's wheelchair may have been modified and components may have been added to the wheelchair that relate to the wheelchair being properly secured in the vehicle using the Wheelchair Restraint Systems. The Customer understands that they must consult with a QAP accredited Mobility Equipment dealer in regard to any modifications needed for this vehicle to accommodate any other wheelchair other than the one listed below:  
Wheelchair Make \_\_\_\_\_ Model \_\_\_\_\_
- B. Wheelchair Restraint Systems must be used at anytime the vehicle is being used to transport the wheelchair and/or Customer.
- C. The supplied lap and shoulder seatbelts must be used at all times while using any Occupied Wheelchair Restraint Systems.
- D. The Customer understands that if any of the Wheelchair Restraint Systems or Seatbelt Systems are not operating properly, they must discontinue use of the vehicle until they consult with a QAP accredited Mobility Equipment Dealer.

### 4. Seating and Seatbelt Systems:

- A. This vehicle may be equipped with Removable/Modified Seating systems. The Customer understands that these seats may only be used in their intended location. No person shall attempt to ride/drive in this vehicle unless they are properly seated in a secure Seating System.
- B. All persons riding/driving in this vehicle must always use a lap and shoulder belt at all times.
- C. No person shall attempt to use a Seatbelt or Seating System if they are not sure about its proper use or if any system is not functioning properly. If unsure, Customer should contact the QAP accredited Mobility Equipment dealer and/or refer to the Seatbelt or Seating System references in the OEM Adaptive Equipment owner's manual.

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## 5. Adaptive Equipment Installed:

- A. The Customer has received an owner's manual for each piece of Adaptive Equipment installed in the vehicle. The Customer agrees and warrants that they will read each manual completely and abide by all warnings, instructions, and precautions in the owner's manual.
- B. Any adjustments, modifications, or repairs performed to the Adaptive Equipment must be done at a QAP accredited Mobility Equipment dealer that holds a certification for each type of Adaptive Equipment from the specified manufacture.
- C. The Customer has been made aware of all warning labels installed in the vehicle. The Customer further acknowledges their complete understanding of all warning labels and understands that it is their responsibility to inform all other users (drivers and passengers) of the vehicle its warning labels.
- D. The Customer has been trained in the use of each piece of Adaptive Equipment, fully understands its operation, and is capable of using the equipment.
- E. The Customer has been shown and understands the manual/emergency operation of each piece of installed Adaptive Equipment, and is capable of using the equipment's manual/emergency operation
- F. The Customer must have all Adaptive Equipment maintained according to the recommend schedule at a QAP accredited Mobility Equipment dealer for each type of Adaptive Equipment. The Customer must maintain all records, and manuals, of the Adaptive Equipment.

## 6. Vehicle Handling and Load Carrying Capacity:

- A. The Customer has received a copy of the National Highway Traffic Safety Administration's "Make Inoperative Form" and understands that the modifications to the vehicle may have altered the Load Carrying Capacity, handling, and performance characteristics of the vehicle.
- B. Customer confirms that the QAP Mobility Equipment dealer has provided them with documentation as to the available/changed load carrying capacity of the vehicle. The Customer understands that exceeding the available load carrying capacity of the vehicle may make the vehicle unsafe to drive and may prematurely wear out OEM and Adaptive Equipment Systems.

## 7. Vehicle Accidents:

- A. If the vehicle is involved in any form of a collision, the Customer must discontinue use of any wheelchair restraints and adaptive driving controls until it is inspected by a QAP accredited Mobility Equipment dealer.
- B. The Customer understands that any vehicle collision may affect the integrity and normal use of Seatbelt, Seating, and Wheelchair restraints, and Driving controls systems, and must be inspected by a QAP accredited Mobility Equipment dealer prior to the vehicle being driven.

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## 8. Personal Responsibility:

The intent of the foregoing is to be a tool to assist a customer in their use of the adaptive vehicle. Customer however recognizes that the real-world use and performance of the vehicle can never be fully anticipated nor advised on. In a real-world environment other factors including, but not limited to, road conditions, weather, passengers, other drivers, distractions, can affect the performance of the adaptive vehicle as well as the driver's ability to operate and control the vehicle safely. The Customer acknowledges these factors can be a contributing factor to, one that is significant factor in, any failure of the adaptive vehicle which may result in accident and/or physical harm to individuals (including death). Customer represents to the best of their ability they will operate the vehicle in a safe manner, understanding its operation and limitations, and obeying all laws and postings.

## 9. Insurance Disclosure

The customer has been informed that some mobility equipment may not be covered by traditional insurance and it is recommended the client review their policy with their insurance carrier to assure adequate coverage.

Additionally, the Customer acknowledges and agrees to the following terms and conditions:

1. I hereby release and agree to indemnify, defend, and hold the National Mobility Equipment Dealers Association, and the QAP accredited Mobility Equipment dealer described herein, and their officers, directors, employees, and agents, harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, judgements, and expenses (including reasonable attorney's fees) for damage or loss to myself and/or property that may be caused after accepting the vehicle described in this Form, and for any failure of the Adaptive Equipment that may have caused such damage.
2. I have carefully read this Form and I fully understand the terms contained in it. I further understand that, by signing, I am indemnifying the National Mobility Equipment Dealers Association, and the QAP accredited Mobility Equipment dealer described herein. I am signing freely and without constraint and I want my signature to constitute a full discharge from any liability whatsoever to the maximum extent permitted by law.
3. The Customer expressly understands and agrees that there are inherent risks in the operation of any vehicle, and the Adaptive Equipment. By accepting the vehicle described in this Form, Customer therefore knowingly and expressly assumes and agrees to such risks.
4. Notwithstanding the foregoing waivers and releases, to the extent that NMEDA, or the QAP accredited Mobility Equipment dealer, is deemed liable for any damages, only the assets of NMEDA, or the QAP accredited Mobility Equipment dealer, and not those of their officers, directors, employees, or agents will be capable of satisfying such a judgment.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mobility Dealer Representative: \_\_\_\_\_ Date: \_\_\_\_\_