

**Plug In Prius Motor Vehicle User Agreement**  
**Short Term Use (Fleet Account Version; Less than 90 Days)**

\_\_\_\_\_ (“Fleet Customer”) permits the undersigned to use a 2010 MY Plug In Prius, as identified below (including any replacements thereof) (the “Vehicle”), subject to the following assurances and understandings. Kindly provide the following requested information completely and accurately:

Name: \_\_\_\_\_ (“Permitted User”)

In addition, if current information is not within Fleet Customer’s records:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tel. No.: (\_\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_\_) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Driver’s License No.: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Age: \_\_\_\_\_ (Must be at least 21 years of age)

Permitted User represents, warrants and covenants to Fleet Customer and Toyota Motor Sales, U.S.A., Inc. (“TMS/USA”), the owner of the Vehicle, that Permitted User:

- a) is 21 years of age or older and possesses a valid driver’s license issued within one of the States of the United States or the District of Columbia without restrictions (and is a legal resident of that jurisdiction), and (i) has had no more than two moving violations in the three years preceding the date this agreement is executed by Permitted User, (ii) has had no serious violations in the five years preceding the date this agreement is executed by Permitted User (e.g., driving while under the influence, reckless driving, etc.), and (iii) has never been convicted of a hit-and-run offense. Permitted User authorizes Fleet Customer and TMS/USA to verify such conditions by (x) pulling Permitted User’s motor vehicle driving records or report, and/or (y) requesting the Permitted User to present his/her driver’s license;
- b) shall operate the Vehicle in a safe manner, for a lawful purpose, observing all applicable laws, rules and regulations, and following all instructions, recommendations and cautions of the representative(s) of Fleet Customer and TMS/USA at all times, including safety specifications regarding charging and/or operation of the Vehicle, wearing any eye or hearing apparatus required to operate the Vehicle safely, not driving under the influence, etc., and, if requested by Fleet Customer or TMS/USA, completing TMS/USA’s approved plug-in Prius vehicle driver training course prior to operation of the Vehicle;
- c) is not required to, nor did he/she, (i) use a Vehicle to maintain/obtain employment or any employment benefits with Fleet Customer, TMS/USA or any third party, or (ii) pay any amount/purchase any item to operate this Vehicle (except those costs specifically stated herein);
- d) **UNDERSTANDS THAT DRIVING-RELATED ACTIVITIES MAY BE HAZARDOUS AND THAT SERIOUS AND/OR MORTAL PERSONAL INJURIES AND/OR DAMAGES MAY BE SUSTAINED. NEVERTHELESS, PERMITTED USER HEREBY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO ASSUME THE FULL RISK OF BODILY INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER TYPE OR KIND OF INJURY OR DAMAGE THAT OCCURS;** and
- e) has all right, power, and authority to execute this agreement, and this agreement shall not violate any other agreement to which he/she is a party.

Further the Permitted User represents, warrants and covenants that **he/she shall NOT permit anyone else to operate the Vehicle who has not signed this same Driver Agreement and been trained on the operation and charging of the Vehicle**, and shall fully and timely comply with all of these additional terms and conditions:

- 1. Permitted User shall only operate the Vehicle in the State of \_\_\_\_\_. Unless noted in writing at the time of delivery, Permitted User agrees that the Vehicle was in satisfactory condition at the time of delivery.
- 2. Permitted User shall not make (nor permit) any alterations or modifications to the Vehicle. The Vehicle (and any portion thereof) shall not be dismantled, disassembled or reverse engineered. Fleet Customer or TMS/USA may take possession of the Vehicle at any time, with or without cause, without prior notice. Permitted User has no ownership interest in, or any right to purchase, the Vehicle.
- 3. The Vehicle shall not be used or operated in a negligent manner, or in any manner as to void any insurance covering same. Permitted User shall not permit the Vehicle to become subject to any lien or encumbrance, or be used in any race or competitive event, for hire or as a public conveyance, or to pull trailers, or off established roadways. All occupants must wear seat belts or applicable child passenger restraints, and no smoking shall be permitted in or about the Vehicle. The Vehicle shall be locked at all times unattended. Only individuals who are trained to recharge and fuel the Vehicle shall do so. Permitted User shall pay all storage, traffic, parking or other charges or fines from the time of Vehicle delivery until returned in compliance with this agreement. Further, Permitted User shall not violate any Fleet Customer policies regarding the use of Fleet Customer vehicles.
- 4. Permitted User acknowledges that the Vehicle has features so information/data is wirelessly and remotely obtained from the Vehicle. Permitted User hereby consents and agrees (and shall advise all occupants that as a condition to riding in the Vehicle he/she must

agree): (a) to such remote access, gathering and retrieval of information and/or data from the Vehicle, including mileage, fuel economy, number of miles traveled in electric mode, acceleration and braking pattern, battery performance, charging information, and location (collectively, "**Remote Information**"); (b) that TMS/USA and its designees may access, gather, transmit and/or use Remote Information in any manner and for any purposes that TMS/USA may elect; and (c) that TMS/USA owns all Remote Information.

5. Except as expressly required by law (e.g., a subpoena), Permitted User shall not disclose any Remote Information, and any other information TMS/USA identifies as confidential or proprietary to TMS/USA or its affiliated companies, other than to Fleet Customer, and Permitted User shall only use such information to support use of the Vehicle as permitted under this agreement. Permitted User may, however, make statements to news media and the public solely regarding his/her personal Vehicle experience. However, to comply with current laws, Permitted User shall:
  - (a) only make statements that reflect his/her honest opinion, findings and/or experience based upon actual use of the Vehicle; and
  - (b) prominently indicate in each statement that (i) the Permitted User received complimentary use of the 2010 Plug In Prius; (ii) the statements made are those of the Permitted User and not of Fleet Customer or Toyota, and only reflect the Permitted User's experience, which may not be representative of all users' experiences; and (iii) neither Fleet Customer nor Toyota warrants the accuracy, completeness and/or applicability of the information to any particular circumstance.

For example, if Permitted User elects to tweet, Permitted User should include disclaimers in a link indicating "Disclosures & Relationships" and clearly state in the tweet with a hash tag that TMS/USA provided complimentary use of the Vehicle (e.g., #spon). As TMS/USA or Fleet Customer may nevertheless be held responsible for such statements as advertisements and/or endorsements, Permitted User shall cooperate with TMS/USA and Fleet Customer should TMS/USA or Fleet Customer reasonably believe it is necessary to do so.

6. Permitted User shall **immediately report all collisions, damages, breakdowns or accidents to Fleet Customer at \_\_\_\_\_, but in no event later than twelve (12) hours after said occurrence**, and shall provide Fleet Customer copies of all reports and forms necessary for insurance and/or compliance with applicable law. Permitted User shall not attempt to resolve any operational problem, collision, damages, breakdowns, accident and/or interruption himself/herself or with others (other than emergency professionals such as police, fire department, and/or paramedic personnel), and shall comply with Fleet Customer's or TMS/USA's direction on steps to be taken. TMS/USA maintains automobile liability insurance for the Vehicle of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage and statutorily required uninsured/underinsured motorist insurance. Notwithstanding any of the other terms of this agreement, Permitted User shall be solely responsible for the first \$300 of damage to the Vehicle, regardless of cause of damage; provided, however, Permitted User shall not be responsible for said \$300 to the extent said amount is paid by a third party causing such damage. Permitted User shall only disclose the name of the automobile liability insurer and policy number provided by Fleet Customer or TMS/USA, but no other information regarding Vehicle insurance coverages. Permitted User shall not agree to, nor offer, any settlement or compromise of claims with any third party relating to any collision, damages, breakdowns or accident, or any other damage to or loss of the Vehicle. **UNLESS OTHERWISE APPROVED BY CROSS COUNTRY AUTOMOTIVE SERVICES (at (800) 771-1841), PERMITTED USER SHALL NOT TOW OR TRANSPORT THE VEHICLE (OTHER THAN VIA ITS OWN POWER)**, e.g., the Vehicle shall not be towed or transported by flatbed carrier unless approved by Cross Country Automotive Services. If requested by Fleet Customer or TMS/USA, Permitted User shall take the Vehicle to a designated Toyota dealership for maintenance and/or repair.
7. **PERMITTED USER SHALL BE RESPONSIBLE FOR ANY AND ALL LOSS OR DAMAGES TO THE VEHICLE AND/OR THIRD PARTIES ARISING FROM PERMITTED USER'S WILLFUL MISCONDUCT AND/OR BREACH OF THIS AGREEMENT.** Subject to the proviso in the first sentence of **Section 9** below, Permitted User shall surrender the Vehicle to Fleet Customer at the return date and location listed below (and if not identified, at the location and date identified by Fleet Customer). Permitted User shall return the Vehicle (including all original vehicle equipment, tool kits, manuals and 110 volt charging cord set) in the same condition as received, reasonable wear and tear excepted. If Permitted User violates this agreement, Fleet Customer or TMS/USA (or their respective representatives) may take immediate possession of the Vehicle, including entering property where the Vehicle is stored, so long it is done lawfully and peacefully, and storing any personal property at Permitted User's expense or disposing of it in accordance with applicable law. These rights are in addition to any other rights or remedies provided under law or at equity.
8. **THERE ARE NO WARRANTIES, PROMISES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE VEHICLE, EXCEPT AS SPECIFICALLY CONTAINED IN THE VEHICLE'S OWNER'S GUIDE. UNDER NO CIRCUMSTANCES SHALL FLEET CUSTOMER OR TMS/USA BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF BUSINESS OR ANTICIPATED PROFITS.**
9. **PERMITTED USER SHALL NOT ASSIGN, PLEDGE, TRANSFER OR ENCUMBER THIS AGREEMENT, NOR ANY RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.** TMS/USA is an intended third party beneficiary of this agreement. This agreement does not create a principal/agent, employer/employee, master/servant, partnership nor joint venture relationship between TMS/USA and Permitted User. If any provision herein is held to be invalid, it shall be considered to be amended to conform to existing law, and it shall not invalidate the remaining provisions of this agreement. No amendment of this agreement (or waivers) shall be effective unless agreed to in writing by Fleet Customer, TMS/USA and Permitted User. This agreement embodies the entire agreement and Permitted User has not relied on any other representation or statement not set forth herein. This agreement shall be construed and interpreted in accordance with the laws of the State of California without regard to conflicts of laws principles therein.

Permitted User has read, fully understands, and voluntarily agrees to the above terms and conditions.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Permitted User)  
Return Date and Location: \_\_\_\_\_  
Vehicle VIN: \_\_\_\_\_ Color: \_\_\_\_\_ License Plate: \_\_\_\_\_  
Problems with condition of Vehicle at initial delivery: \_\_\_\_\_