



VEHICLE LOAN AGREEMENT

1. **Parties.** This Vehicle Loan Agreement ("**Agreement**") is between:
- a. **NISSAN** - Nissan North America, Inc., One Nissan Way, Franklin, Tennessee 37067; and
 - b. **BORROWER** - _____.
2. **Vehicles.** NISSAN will loan BORROWER the NISSAN vehicles described below ("**Vehicles**").

Make	Model	Year	Color	VIN	Non-Production Vehicle
Nissan	LEAF SL Plus	2020	White	1N4BZ1DP0LC053642	<input type="checkbox"/>
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3. **Allowed Use.** NISSAN will loan the Vehicles to BORROWER solely for the following Allowed Use:
 The vehicle will be available for errands by county staff and as convenience cars for visiting flight crews within pilot area.
 When the vehicle is not in use, it will be plugged into Fermata F20 bi-directional charger for charging and discharging into the grid.
4. **Term.**
- a. **Effective Date** – The Agreement commences on _____.
 - b. **Return Date** – BORROWER will return the Vehicles by _____.
5. **Pickup Location.** 3400 Central Expy, Santa Clara, CA 95051
6. **Costs.**
- a. N/A shall pay for all Vehicle delivery costs and fees during the Term. PICK UP and DROP OFF by Borrower
 - b. Nissan shall pay for all Vehicle registration fees, license fees, and sales/use taxes during the Term.
 - c. Borrower shall pay all Vehicle service and maintenance cost and fees during the Term.
 - d. Borrower shall pay all Vehicle fuel expenses during the Term.
7. **Terms and Conditions.** BORROWER has read and agrees to the Agreement’s Terms and Conditions, which are incorporated into and made a part of the Agreement.
8. **Authorized Representative.** The Agreement is signed on the Effective Date by the Authorized Representatives named below.

NISSAN

Signature: _____
 Name: Andy Christensen
 Title: Director, Research and Adv Engineering
 Department: _____
 Phone: 734-604-2245
 Email: christa@nissan-usa.com

BORROWER

Signature: _____
 Name: _____
 Title: _____
 Department: _____
 Phone: _____
 Email: _____

TERMS AND CONDITIONS

1. **Term.** The Term of the Agreement begins on the Effective Date and expires on the earlier of the Return Date or one year from the Effective Date.

2. **Ownership, Title, Proprietary Rights.** BORROWER accepts the Vehicles selected by NISSAN and agrees the Vehicles are in good working condition. The Vehicles shall remain the exclusive property of NISSAN. Except as expressly provided in the Agreement, BORROWER shall not acquire any right, title, or other ownership interest in the Vehicles. Each Party shall retain all right, title, and interest in and to its content, logos, trademarks, patents, service marks, trade names, trade secrets, copyright, and other intellectual property rights.

3. **Restrictions on Vehicle Use.** The Vehicles are solely provided for the Allowed Use stated in the Agreement. BORROWER shall ensure that the Vehicles shall not be driven or operated by any person other than BORROWER or BORROWER's employees, subcontractors, independent contractors, agents, or business affiliates. NISSAN may prohibit anyone who has an unsatisfactory driving record or driver's license status from operating the Vehicles. BORROWER shall not allow BORROWER's employees, subcontractors, independent contractors, or agents with driving records or driver's license status found unsatisfactory, in NISSAN's sole discretion, to operate the Vehicles. **The Vehicles may not be used for motorsports or racing activities, to transport persons or cargo for hire (e.g., Uber, Lyft), for commercial or business use not benefiting NISSAN, for any other purpose from which income is derived, or for any use not specifically permitted in the Agreement.** If any property or cargo is transported in the Vehicles, BORROWER is responsible for ensuring all property or cargo is properly loaded and secured.

4. **Conditions Precedent to Delivery.** Prior to delivery and BORROWER's taking possession of the Vehicles, the Parties shall complete and execute the Agreement. Prior to delivery and BORROWER's taking possession of the Vehicles, BORROWER shall provide all applicable tax documents (e.g. W-9), all applicable insurance documents (e.g., Proof of Insurance), all documents required in a Driver Waiver (e.g. Driving License), and all other documents requested by NISSAN. BORROWER shall ensure all BORROWER's employees, subcontractors, independent contractors, or agents agree to the terms and conditions of the Agreement prior to and as a condition of use of the Vehicles. BORROWER shall ensure all BORROWER's employees, subcontractors, independent contractors, or agents execute a Driver Waiver to confirm their eligibility to use the Vehicles and to consent to the terms of use.

5. **Geographical Limitation.** The Vehicles are solely intended for use within the United States and its territories. Unless otherwise agreed by the Parties, BORROWER is strictly prohibited from using the Vehicles anywhere else in the world, including Mexico and Canada.

6. **Recalls, Replacements, and Repossession.** NISSAN may recall and replace the Vehicles, at its option, at any time. NISSAN may, without demand, repossess the Vehicles at any time. NISSAN may repossess the Vehicles at BORROWER's expense if BORROWER violates the Agreement; if BORROWER violates any applicable law, ordinance, or regulation; if the Vehicles are deemed abandoned; or at any time when in the best interest of NISSAN.

7. **Risk of Loss, Destruction, or Damage.** From the Effective Date until BORROWER's return of the Vehicles to NISSAN, whether caused by BORROWER or otherwise, BORROWER shall be responsible for, deemed in control of, and bear the entire risk of the Vehicles being lost, destroyed, damaged, or otherwise rendered unfit or unavailable for use. Whether caused by BORROWER or otherwise, BORROWER shall pay to NISSAN the amount of all resulting loss, destruction, and damage to the Vehicles. In such case, BORROWER shall notify NISSAN of the changed condition and location of the Vehicles and follow all instructions provided by NISSAN as to return, repair, or disposal of the Vehicles. If NISSAN determines that the Vehicles can be repaired, BORROWER shall be responsible for payment of those repairs. If any Vehicles are lost, stolen, destroyed, or declared a total constructive loss, BORROWER shall pay NISSAN an amount equal to the Vehicles' estimated value as determined by NISSAN.

8. **Modification.** BORROWER shall not modify the Vehicles, including placing logos or logo bearing equipment, without NISSAN's prior written consent and, in the event that consent is provided, BORROWER shall be responsible for removing or restoring the Vehicles to their unmodified condition at the end of the Term if instructed by NISSAN. BORROWER is responsible for any death, personal injury, damage to the Vehicles, or any other Claims (as defined below) resulting from modification, regardless of NISSAN's approval.

9. **Maintenance.** BORROWER shall timely complete all NISSAN authorized vehicle recall campaign repairs or adjustments on the Vehicles. BORROWER shall make the Vehicles available for routine maintenance at an authorized Nissan or Infiniti facility every six months or 5,000 miles, whichever comes first, or as directed by the Vehicles' Owner's Manual or equivalent documentation, NISSAN policies, or the NISSAN Authorized Representative. BORROWER shall ensure that only NISSAN recommended services are performed on the Vehicles and that any services performed are recorded in the Maintenance and Service Booklet or equivalent documentation. BORROWER shall provide NISSAN, upon request, all maintenance records for the Vehicles. BORROWER shall notify NISSAN when any Vehicle's mileage approaches 20,000 miles and, if instructed by NISSAN, BORROWER shall immediately return any Vehicle to NISSAN after it reaches 30,000 miles. If any Vehicle's mileage exceeds an average of 82 miles per day, BORROWER may be charged 0.15 cents per mile for any additional miles. BORROWER shall return the Vehicles to NISSAN, in the same condition received absent normal wear and tear, at the Pickup Location unless NISSAN agrees to a different return location in writing.

10. **Insurance.** During the Term:
 (i) BORROWER shall assume, at all times and at its sole expense, the primary General and Combined Single Limit ("CSL") Automobile Liability insurance coverage on the Vehicles, non-contributory, and include all owned, hired or non-owned vehicles, in the amounts listed below:

If Return Date is less than three months after Effective Date:

Allowed Use	1-3 Vehicles	4-10 Vehicles	10+ Vehicles
Vehicle Testing Or Evaluation	\$1 million CSL	\$3 million CSL	\$3 million CSL
Brand Ambassador Personal Use	\$1 million CSL	\$3 million CSL	\$3 million CSL
Governmental Entity Use	Limits allowed by governing law with minimum \$250K CSL	Limits allowed by governing law with minimum \$250K CSL	Limits allowed by governing law with minimum \$250K CSL
Media Use	\$100K/\$300K CSL	\$100K/\$300K CSL	\$100K/\$300K CSL
All other Allowed Uses	\$100K/\$300K CSL	\$100K/\$300K CSL	\$100K/\$300K CSL

If Return Date is more than three months after Effective Date:

Allowed Use	1-3 Vehicles	4-10 Vehicles	10+ Vehicles
Vehicle Testing Or Evaluation	\$3 million CSL	\$3 million CSL	\$5 million CSL
Brand Ambassador Personal Use	\$5 million CSL	\$5 million CSL	\$5 million CSL
Governmental Entity Use	Limits allowed by governing law with minimum \$250K CSL	Limits allowed by governing law with minimum \$250K CSL	Limits allowed by governing law with minimum \$250K CSL
Media Use	\$1 million CSL	\$1 million CSL	\$1 million CSL
All other Allowed Uses	\$1 million CSL	\$1 million CSL	\$1 million CSL

(ii) BORROWER shall list NISSAN as an additional insured on BORROWER's insurance policy or shall offer additional insured status by execution of the Agreement;

(iii) BORROWER shall carry Uninsured Motorist/Under Insured Motorist insurance coverage with minimum limits of \$100,000 per person / \$300,000 per accident;
 (iv) BORROWER shall carry automobile medical payments insurance coverage with a minimum of \$5,000 per person; and
 (v) BORROWER may satisfy the insurance requirements through any combination of Automobile and Umbrella coverage.

11. **Confidentiality.** The Agreement is confidential and shall not be disclosed by NISSAN or BORROWER to any other person or entity except:
 (i) as mutually agreed by the Parties; or
 (ii) where disclosure is required by law or regulation, provided that the disclosing Party gives the other Party prompt notice of the request for disclosure, cooperates with the other Party in obtaining a protective order or other remedy, and discloses only that portion of the Agreement that it is legally compelled to disclose.

12. **Data Collection/Testing.** BORROWER acknowledges that Vehicles equipped with telematics features may collect, store, and transmit data to NISSAN, including data relating to vehicle systems, location, driving performance and operating conditions. BORROWER agrees that NISSAN may, subject to applicable law, use any of this information for any purpose, including but not limited to, analyzing vehicle usage and performance, improving product quality, product research and development, market research and marketing. NISSAN is and shall remain the sole and exclusive owner of all data collected or generated by the Vehicles. If BORROWER provides NISSAN with feedback or suggestions relating to the Vehicles, BORROWER agrees that all right, title, and interest in any evaluation, reports, feedback, suggestions, or data or any inventions or improvements relating to the Vehicles conceived in or made as a result of BORROWER's feedback or suggestions are NISSAN's sole and exclusive property.

13. **Indemnification.** To the fullest extent allowed by law, BORROWER, on behalf of itself and BORROWER's employees, subcontractors, independent contractors, or agents, shall indemnify, defend, and hold NISSAN, its officers, directors, employees, parent, dealers, retailers, suppliers, subsidiaries and affiliates, (the "**Indemnified Parties**") harmless from and against any and all losses, damages, claims, suits, actions, judgments, liabilities, and all costs and expenses whatsoever of every kind and nature, known or unknown, suspected or unsuspected, specifically including, but not limited to, including attorneys' fees ("**Claims**"), related to, in connection with, arising from or alleged to arise from, directly or indirectly, any act or omission of BORROWER or BORROWER's employees, subcontractors, independent contractors, or agents, related to the use of the Vehicles or the subject matter of the Agreement. The Indemnified Parties may provide their own defense by engaging their own legal counsel and other experts or professionals they deem necessary to prepare and present a proper defense, and BORROWER shall reimburse and indemnify the Indemnified Parties for all costs and expenses incurred in the defense and for all associated penalties, judgments, fines, interest or other expenses incurred. Further, the Parties agree that any amounts payable to a third party by either Party as damages pursuant to a claim for which BORROWER has an indemnification obligation will be characterized as direct damages of the Indemnified Parties.

14. **Disclaimer of Warranty: Limitation of Liability.** NISSAN MAKES NO REPRESENTATIONS, WARRANTIES, OR COVENANTS, EXPRESS OR IMPLIED, REGARDING THE CONDITION, QUALITY, DURABILITY, CAPABILITY, OR SUITABILITY OF VEHICLES OR AGAINST ANY PATENT OR LATENT DEFECTS IN THE VEHICLES. NISSAN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BORROWER ACCEPTS THE VEHICLES IN "AS IS" CONDITION. NISSAN SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF NISSAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Assumption of Risk: Waiver of Liability.** BORROWER, on behalf of itself and BORROWER's employees, subcontractors, independent contractors, or agents, assumes full risk of bodily injury, death, or property damage that may occur while the Vehicles are driven, operated, ridden in, or otherwise used. To the fullest extent allowed by law, BORROWER, on behalf of itself and BORROWER's employees, subcontractors, independent contractors, or agents, waives, releases, and forever discharges any Claims that BORROWER has or may have against the Indemnified Parties arising from or alleged to arise from the Vehicles. To the fullest extent allowed by law, BORROWER, on behalf of itself and BORROWER's employees, subcontractors, independent contractors, or agents, covenants and agrees that it will not assert or maintain against the Indemnified Parties any Claims relating to the Vehicles. The foregoing release and covenant shall not apply to any portion of the Claims arising out of any design or manufacturing defect in the Vehicles unless the design or manufacturing defect is caused by BORROWER's modification or alteration of the Vehicles, or the design or manufacturing defect could reasonably have been discovered by BORROWER during the Term.

16. **Survival.** Any provisions, promises, or warranties contained in the Agreement, which are intended to be observed after the end of the Term (e.g., representations and warranties, confidentiality, indemnities, disclaimer or warranties, waivers of liability, limitation of liability, and miscellaneous provisions), shall survive the expiration of the Agreement.

17. **Governing Law and Venue.** The validity, interpretation and construction of the Agreement, and all other matters related to the Agreement, shall be governed and interpreted by the laws of the State of Tennessee. Any action brought to enforce the Agreement shall be brought in state court in Williamson County, Tennessee or in the federal court in the U.S. District Court for the Middle District of Tennessee in Nashville, Tennessee.

18. **Notice.** Notices related to the Agreement shall be sent in writing to the Authorized Representatives listed in the Agreement.

19. **Miscellaneous.** The Agreement constitutes the Parties' entire agreement as to the subject matter of the Agreement and supersedes all prior statements or agreements, both written and oral. If any court of competent jurisdiction finds any provision of the Agreement to be unenforceable or invalid, then the provision shall be ineffective to the extent of the court's finding without affecting the enforceability or validity of the Agreement's remaining provisions. Upon a Party's breach or default of the Agreement, the other Party's failure to exercise a right in the Agreement is not a waiver of that right as to any future breach or default. No right or remedy in the Agreement is exclusive of any other right or remedy in the Agreement or provided by law. All rights and remedies in the Agreement or provided by law are cumulative.

20. **Non-Production Vehicles.** If any of the Vehicles are non-production vehicles, BORROWER acknowledges that the Vehicles are prototype or sample units, are not designed for general roadway use, may not be sold to the general public, and may contain defects or deficiencies that cannot or may not be corrected. BORROWER acknowledges that the Vehicles may not meet applicable federal or state standards for automobiles, including standards for fuel emissions, control, and safety. BORROWER accepts the Vehicles "AS IS" with all faults and without warranty and waives any and all Claims against NISSAN. **BORROWER AGREES THAT OPERATION OF A NON-PRODUCTION VEHICLE MAY BE MORE DANGEROUS THAN OPERATION OF AN ORDINARY VEHICLE. BORROWER VOLUNTARILY ASSUMES THE RISK OF DRIVING, OPERATING, RIDING IN, OR USING THE NON-PRODUCTION VEHICLES. NISSAN CAUTIONS BORROWER TO DETERMINE FOR ITSELF THE SUITABILITY OF THE VEHICLES FOR ANY PURPOSE.**

21. **Tax Obligations.** If BORROWER is using any of the Vehicles for personal use then BORROWER agrees that during the Term, BORROWER shall, at its sole expense, be responsible for all income taxes associated with benefits received under the Agreement and for reporting the income on applicable income tax returns.