In consideration of the loan of certain vehicle(s) from the Dealer to the Borrower, it is mutually agreed as follows:

The Borrower accepts responsibility for the vehicle(s) to the full extent of the vehicle(s) value as stated below, during the full term of this agreement. The term of this agreement shall be from the time the Borrower takes possession of the vehicle(s) until the Borrower returns the vehicle(s) to the Dealer’s location and acceptance of the vehicle(s) by the Dealer.

Scheduled date of possession:

Scheduled date of return and acceptance:

**Rate per day/week/month:**

(1) The subject vehicle(s) is(are) as follows:

<table>
<thead>
<tr>
<th>Unit #</th>
<th>VIN #</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
</table>

(2) Borrower agrees that he will not cause or allow the subject vehicle(s) to be loaned, rented, or driven by any person other than Borrower, and is not to be driven beyond a radius of one hundred (150) miles from Dealer’s place of business.

(3) Borrower agrees that while this Agreement is in force that Borrower will preserve and protect the subject vehicle(s) from loss or damage. Borrower agrees to be liable for all costs of repairs to the vehicle(s) regardless of fault. Borrower is specifically advised to be certain that their automobile insurance coverage will provide for payment of such loss in the event of any accident. See paragraph (11) below for **Borrower’s insurance requirements**.

(4) Borrower agrees that he will not use said vehicle(s), cause or permit the same to be used in any manner whatsoever in violation or contravention of any Municipal, County, State or Federal law, ordinance or regulation.

(5) Borrower agrees that in the event of any accident involving said loan vehicle(s) Borrower will, within twelve (12) hours following such accident, furnish to Dealer a full and complete report thereof, and will report such accident to the Department of Motor Vehicles of the State within the time and in the manner prescribed under the provisions of the Vehicle Code of...
this State, or, in the event of loss of possession thereof or inability to return same to Dealer on demand for any reason whatsoever, Borrower will pay Dealer the fully insured stated value as stated on Borrowers provided insurance certificate to dealer, as well as reasonable market value for loss of accessories unless otherwise specified.

(6) Borrower agrees that all expenses incident to the maintenance of the subject vehicle(s) shall be borne solely by Borrower, and Borrower further expressly agrees to hold harmless and indemnify Dealer against all claims and demands arising or resulting from Borrowers use, storage, and/or repairs of and to the subject vehicle(s) during the period of this Agreement.

(7) Borrower covenants and agrees with the Dealer that he will forever hold harmless and indemnify said Dealer from any and all claims, demands, causes of action, attorneys fees and expense of any nature arising or alleged to arise from the use, operation, maintenance and ownership of the subject vehicle(s) while this Agreement remains in force and effect, and to reimburse Dealer for any loss or damage during said period. It is further agreed that in the event Dealer files any action to recover possession of or the value of or the cost of repairing said vehicle(s), or in the event Dealer employs an attorney to defend it in any action filed by Borrower, or anyone claiming for personal injuries, or property damage, arising out of the use of the subject vehicle(s) while in the actual or constructive possession of Borrower, Borrower agrees to pay to Dealer upon demand any and all reasonable sums expended by it for attorney fees and court costs.

(8) The loaned vehicle(s) shall be returned by Borrower to the Dealer's place of business within 3 business days from date of Dealer's demand.

Borrower also waives any claim which may hereafter arise from any and all damage, Borrower may hereafter sustain by reason of any action, civil or criminal, which Dealer or his Agents may take in connection with the Borrower's use or retention of the subject vehicle(s) in the event of Borrower's failure to return said vehicle(s) to Dealer as specified in this paragraph.

(9) In event Borrower has left another vehicle(s) in possession of Dealer for the purpose of repairs or other services, and should the above described borrowed vehicle(s) be damaged while in the possession of Borrower, then the Dealer shall have a lien upon and retain possession of such other vehicle(s) left in possession of Dealer by Borrower until all damage to the borrowed vehicle(s) has been paid, and if not paid within ten days after completion of repairs or other service, the Dealer may sell other vehicle(s) and apply the proceeds to costs of repairs or other service to the borrowed vehicle(s).

(10) Borrower agrees the vehicle(s) will not be operated while under the influence of alcohol or narcotics.

(11) Borrower will at Borrower's expense provide and maintain for the term of this agreement Auto Liability and Physical Damage Insurance on the borrowed vehicle(s) covering both the Borrower and the Dealer. The coverage must be in amounts not less than $2,000,000 bodily injury, and property damage and physical damage coverage with deductibles not to exceed $1,000.00 for collision and $1,000.00 for comprehensive. The borrower’s insurance must provide borrowed auto physical damage coverage equal to or greater than the value of the vehicle(s).

Borrower will at all times during the term of this agreement maintain at Borrower's expense insurance of the types and in the amounts specified herein. The policies must reflect Kevin Davis as an "Additional Insured" and "Loss Payee". This coverage must be written by a carrier acceptable to the Dealer and which is authorized to do business in the state where Borrower is domiciled or operates and garages the vehicle(s). Borrower will provide appropriate evidence of this coverage, by Certificate of Insurance and written endorsement to the Dealer before delivery can be achieved. Thirty days advance written
notice of non-renewal or cancellation will immediately be forwarded to the Dealer. The cancellation clause on the certificate of the insurance is to read, “Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named.” Borrower accepts responsibility for the vehicle(s) to the full extent of its value, as described above, during the term of this agreement.

To the extent that Borrower’s insurance coverage does not reimburse the Dealer for the full value of the vehicle(s) (value is determined as of the date you accept delivery of the vehicle(s)) Borrower will be responsible for any deficit.

IT IS FURTHER EXPRESSLY AGREED by and between the Parties hereto that the foregoing constitutes the sole Agreement between the parties covering the loan of the subject vehicle(s) by Dealer to Borrower.

Borrower

Name:_______________________________________
Signature:___________________________________
Title:_______________________________________
Date:_______________________________________
Company:___________________________________

Dealer

Kevin G. Davis
935 Linden Avenue
South San Francisco, CA 94080