

LOANER VEHICLE AGREEMENT

Loanee Name: South Bay Cities Council of Governments (SBCCOG)

Description of Loaner Vehicle License Plate No.: blue CA Exempt License 1388484

VIN: JHMZA2H42DT000133 Year: 2011 Make: Honda Model: FitEV

Date to SBCCOG: _____ Odometer Reading: _____ Miles

SBCCOG understands that because SBCCOG is a valued partner, the South Coast Air Quality Management District (SCAQMD) has agreed to provide SBCCOG with the use of the above-described Loaner Vehicle. SBCCOG understands that the SCAQMD is permitting SBCCOG to use the Vehicle in the SCAQMD co-funded Demonstration of Battery Electric Vehicles subject to the following terms and conditions:

1. SBCCOG will verify that authorized drivers possess a valid license to operate the motor vehicle in this state and SBCCOG presently has in effect collision and liability insurance that meets or exceeds the minimum state requirements and applies to the Vehicle during the time it is in SBCCOG's possession.
2. SBCCOG authorized drivers may only operate the Vehicle for their normal transportation needs, not for the transportation of persons for compensation, in any race, test or competitive event, or for any commercial purposes.
3. SBCCOG must immediately report any damage, accident, theft or vandalism involving the Vehicle to the police and the SCAQMD. SBCCOG must also pay to the SCAQMD the sums it incurs to obtain the return of the Vehicle and the reasonable value of repairing such damage, including the amount of any deductible in the event of any loss or damage to the Vehicle that is not covered by the insurance. SBCCOG will also deliver to the SCAQMD all notices, pleadings, and documents regarding any claim, suit or proceeding related to SBCCOG's use, possession or control of the Vehicle and cooperate fully with the SCAQMD and its Insurer in investigating and defending the same. SBCCOG will further report to the SCAQMD and pay any parking or other traffic violation fines and penalties arising out of SBCCOG's use, possession, or control of the Vehicle.
4. SBCCOG will return the Vehicle to the SCAQMD no later than December 19, 2014.
5. If SBCCOG is in breach of this Agreement or fails to return the Vehicle to the SCAQMD as required by this Agreement, SCAQMD, or any of its agents or employees may peacefully retake possession of the Vehicle and SBCCOG will defend, indemnify and hold harmless the SCAQMD from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses arising out of SBCCOG's use, possession or control of the Vehicle, as well as any breach of SBCCOG's responsibilities as set forth in this Agreement. SBCCOG further understands that the SCAQMD is not liable for loss or damage to any property that SBCCOG leaves in the Vehicle.

By signing below, SBCCOG acknowledges that the Loaner Vehicle is the property of CVA of American Honda Motor Corporation, currently leased to SCAQMD, and this Agreement is solely for the purpose of allowing SBCCOG to use the Vehicle in accordance with the terms and conditions stated herein.

Authorized Loanee Representative

Authorized SCAQMD Representative