

We hereby rent to you the Vehicle described on Page 1, subject to all the terms and provisions of this Agreement. The words "you," "your" and "yours" mean the Customer identified on Page 1, all persons signing this Agreement and all Authorized Drivers. "We," "us" or "our" means the Dealership identified on page 1.

1. **Authorized Drivers.** The Vehicle shall be used, operated or driven only by an Authorized Driver. Authorized Driver means: (a) the Customer; (b) any person listed by us on Page 1 as an additional driver; (c) the Customer's spouse; (d) the Customer's employer or co-worker if engaged in a business activity with the Customer; or, (e) any person who operates the Vehicle in an emergency or while parking at a commercial establishment, PROVIDED THAT each such person is a licensed driver and is at least age 21.
2. **Prohibited Uses.** The Vehicle shall NOT be used, driven or operated: (a) by anyone other than an Authorized Driver; (b) by anyone under the influence of drugs or alcohol; (c) to push anything; (d) to tow anything heavier than the maximum load recommended by the manufacturer of the Vehicle; (e) off-road or on any road that is not hard surfaced and regularly maintained without our prior written permission; (f) to carry persons or property for hire, carry dangerous or hazardous items or illegal material, or for driver training activity; (g) in connection with conduct, or for any purpose, that could be properly charged as a felony in the State where the conduct occurs; (h) in a speed contest; (i) in Mexico, or outside the United States or Canada; (j) by any person who provides fraudulent, false or misleading information to us. You will not: (k) leave the Vehicle unattended with the keys in it; (l) intentionally, willfully, wantonly or recklessly damage the Vehicle; (m) re-rent the Vehicle to anyone else; or (n) transport any animal in the Vehicle.
3. **Return of Vehicle.** This Agreement is one of rental only. The Vehicle is our property and shall be returned to our address or at a place we designate and on the date shown on Page 1, or earlier if demanded, together with all tires, tools, accessories, and equipment in the same condition as when rented, ordinary wear and tear excepted. Failure to return the Vehicle to the place and on the date as set forth in this Agreement will terminate your permission to use the Vehicle. If the Vehicle is returned to us at any place other than that listed herein, you agree to pay all expenses we incur to have the Vehicle returned. We, or any of our agents or employees, may peacefully repossess the Vehicle, without demand, wherever found and terminate this Agreement if the Vehicle is illegally parked or used in violation of law or this Agreement.
4. **Amounts Due Us.** You shall pay us on demand each of the following: (a) all time and mileage charges as computed on Page 1 of this Agreement with mileage determined by reading the Vehicle odometer. You shall NOT tamper with the odometer and shall pay for its repair or replacement if any seal has been broken, along with a mileage charge equivalent to the average charge developed from our experience; (b) basic or minimum rate, service, and other charges shown on Page 1 hereof; (c) fuel and a refueling charge if the Vehicle is returned with less fuel than when rented; (d) all applicable taxes; (e) all toll, parking and traffic fines, citations, penalties, forfeitures, court costs, towing and storage, and out-of-pocket expenses assessed against us, the Vehicle, or you, unless these charges are due to our fault; (f) our costs and expenses including reasonable attorney's fees incurred in collecting any payments due hereunder or in repossessing the Vehicle; and (g) all damage to, or loss or theft of, the Vehicle, which includes the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle, whether or not you are at fault.
5. **Vehicle Insurance.** We have procured a policy of automobile liability insurance which provides coverage for damages because of bodily injury or property damage caused by an accident and resulting from the use of the Vehicle by an Authorized Driver, at the time of the loss (and not otherwise). The limits of liability available for payment of a loss that our policy covers is equal to the minimum requirements of any applicable State financial responsibility law or other similar law or statute. Unless required by law, the policy does not include no-fault, supplemental no-fault, uninsured/underinsured motorists coverage or other optional coverage. Where such coverage is required by law, our policy provides it at the minimum required limits. Unless otherwise required by law, our policy does not cover: (1) any obligation for which you or any driver of the Vehicle or the employer of either or any insurance carrier, may be held liable under any worker's compensation or disability benefits or similar law; (2) any obligation you or any driver assumes under any express or implied contract; (3) any loss occurring while the Vehicle is being used in violation of the terms and provisions of this Agreement; (4) medical payments required by persons sustaining injuries while riding or alighting from or getting into or on the Vehicle; (5) damage to any object towed by the Vehicle. You warrant that you have a valid and collectible automobile liability insurance policy in effect, that provides coverage for damage to the Vehicle and coverage for injury to others and their property. All the provisions, limits and exclusions in our automobile liability policy apply to you and to any person you permit to drive the Vehicle.
6. **Indemnity.** You agree to defend, indemnify and hold us, Toyota Motor Sales, U.S.A., Inc., Toyota Motor Credit Corporation, Gulf States Toyota, Inc., Southeast Toyota Distributors, LLC, and their respective parents, subsidiaries, affiliates, shareholders, officers, directors, employees, contractors, agents, predecessors and assigns, past and present (the "Indemnified Parties"), harmless from all claims, liability, costs and attorney fees we and the Indemnified Parties incur resulting from, or arising out of, this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**
7. **No Agency.** You are not our agent, servant, or employee for any reason or for any purpose.
8. **Repairs.** You shall not permit any repairs to the Vehicle or allow any lien to be placed upon it without our consent. You shall be liable for any such repairs.
9. **Accidents.** You shall immediately report any accident involving the Vehicle to us and deliver to us, or if we request, to our insurer, every process, pleading, notice, or paper of any kind received by you or any driver of the Vehicle relating to any claim, suit, or proceeding connected with any accident or event involving the Vehicle. Neither you nor any driver of the Vehicle shall aid or abet the assertion of any such claim, suit, or proceeding and shall cooperate fully with us and our insurer in investigating and defending the same.
10. **Credit Charges.** **To the extent permitted by law, you authorize us to process a credit card voucher in your name for payments due us under this Agreement.**
11. **Your Property.** You release us, and the other Indemnified Parties from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
12. **Waiver.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement is not a waiver of any other provision of this Agreement. You release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.