



BENTLEY

VEHICLE LOAN AGREEMENT

Bentley Motors, Inc., a Delaware corporation ("Lender"), authorizes the person, identified below ("Operator") to use the vehicle identified below (the "Vehicle").

In consideration of the loan of the Vehicle by Lender, Operator agrees to the conditions set forth below and on the reverse side of this page.

A. Operator will take delivery of and return the Vehicle at the times and places specified below. The time between actual delivery of the Vehicle to Operator and its actual return to Lender is the Agreement Period.

B. Operator will operate the Vehicle only in the United States unless permission to operate the Vehicle as well in Canada has been given by Lender, as indicated by the initials of both Lender and Operator appearing immediately below this paragraph.

Permission to operate the Vehicle in Canada hereby is granted:

Lender: Bentley Motors, Inc.

Operator: **X** _____

C. During the term of the loan of the Vehicle to Operator, primary automobile liability insurance coverage shall be maintained by Operator

Insurer:	Policy No:
Expiration Date:	Telephone:

Lender will supply in the Vehicle the following documents:

- a) Accident Report Form
- b) Instructions For Accident Reporting

Consent to Use of Information

D. By signing this agreement, Operator consents to the use by Lender of his or her name, address and other information provided on the signature page hereto, including the sharing of such information by Lender with its authorized dealers and other business partners for marketing purposes.

Waiver of Liability, Release, Indemnification

E. Operator irrevocably, unconditionally and fully waives any claim for, and releases and forever discharges Lender and its parent companies, subsidiaries, affiliated entities, predecessors, successors and assigns; and all of their respective shareholders, directors, officers, members, employees, representatives, contractors and agents (collectively with Lender, the "Released Parties") from all actions, causes of action, complaints, suits, debts, costs, claims, losses, damages and demands whatsoever, which such Operator now has, or may have in the future, arising or alleged to arise in any way out of any cause, matter or thing relating to, resulting from, or arising out of my operation of the Vehicle (collectively, the "Released Claims"), regardless of whether such Released Claims relate to the repair, operation, or maintenance of the Vehicle, or the conditions or circumstances under which the Vehicle is used. Such Operator agrees not to sue or make a claim against any Released Party for any Released Claim.

F. Operator agrees to indemnify, defend and hold the Released Parties, and each of them, harmless from any claims, lawsuits, liabilities, damages or losses, including attorneys' fees, resulting from bodily injury, death or property damage incurred by any person (including such Operator) as a result of such Operator's operation of the Vehicle, regardless of the cause or blame, unless due to any negligent act or omission of the Released Parties.

G. Operator understands that motor vehicles are inherently dangerous and that there is a danger of serious bodily injury or death. **Operator expressly and voluntarily assumes the inherent risks of operating and traveling in the Vehicle, and assumes full responsibility for all risk of injury, death, property damage or any other form of injury or damage to, or caused by, Operator or others, arising out of, relating to or in**



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connection with his/her operating or traveling in in the Vehicle, regardless of the cause or blame, including any negligent act or omission of any Released Party.

H. Operator waives, to the maximum extent permitted by law, any statute, ordinance, regulation or requirement of any state to the effect that the general release herein does not extend to claims which Operator did not know or suspect existed at the time he/she signed this Agreement, which may have materially affected the decision to sign this Agreement; rather, Operator expressly agrees that all such claims or damages are hereby waived and released to the maximum extent permitted by applicable law.

I. Operator intends to, and hereby does, make as broad and inclusive a waiver of liability and release as is permitted by law, fully understanding that this entire Agreement will be interpreted as broadly as possible in favor of the Released Parties. If any court finds any part of this Agreement to be invalid or unenforceable, the remainder of this Agreement will continue to be valid, binding and enforceable.

General Conditions

J. THE GENERAL CONDITIONS ON PAGE 2 OF THIS PAGE ARE PART OF THIS AGREEMENT. This page and page 2 are the entire agreement between Lender and Operator concerning the Vehicle.

VEHICLE

YEAR & MAKE:	MODEL:	VIN:
DATE & TIME LOANED:	AM/PM	MILEAGE OUT:
DATE & TIME TO BE RETURNED:	AM/PM	MILEAGE IN:
LICENSE PLATE NO. & STATE:		
LOAN LOCATION:		
ADDITIONAL RESTRICTED OR PERMITTED USES:		

Bentley Motors, Inc.

BY:	DATE:
Print/Type Name:	
Title:	Fleet Coordinator
Phone:	(703) 364-7992

OPERATOR

Print Name (Individual):	
Print Group or Firm:	
Address:	
City/State/Zip:	
Preferred Telephone Number:	
Preferred Email:	
Driver's License No./State:	
Operator's Authorized Signature: X	DATE:



VEHICLE LOAN AGREEMENT

GENERAL CONDITIONS

Operator agrees to the following General Conditions in addition to those terms and conditions listed on page 1:

1. The Vehicle may be driven only by Operator or Operator's employees. THE VEHICLE MAY NOT BE OPERATED BY ANY PERSON UNDER 25 YEARS OF AGE and the Operator may not sublease the Vehicle or use the Vehicle for hire. Operator will not operate the Vehicle, or allow it to be operated, in violation of any statute, rule, regulation or ordinance. OPERATION OF THE VEHICLE WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IS FORBIDDEN. The Vehicle may not be used for towing or for any competitive purpose unless specific written permission has been given by Lender.
2. Operator alone will be liable for, and will hold Lender harmless from, all fines or penalties imposed under any statute, rule, regulation or ordinance arising from the operation of the Vehicle by the Operator during the Agreement Period, except to the extent such fines or penalties arise from Lender's acts or omissions. All citations for parking and moving violations incurred during the Agreement Period must be turned over to Lender, along with payment or proof of payment, when Operator returns the Vehicle to Lender.
3. Operator will immediately notify Lender of any incident concerning any Vehicle involving any personal injury or property damage, including damage to the Vehicle. Operator will promptly complete the Accident Report provided with the Vehicle and submit it no later than the next business day to Lender. Operator will also report such incident to the appropriate governmental authority, if required by the state in which the incident occurred.
4. All expenses incident to the operation of the Vehicle during the Agreement Period are the responsibility of Operator, unless such expenses are (a) covered by the New Vehicle Limited Warranty applicable to the Vehicle or (b) specifically approved in advance, in writing, by Lender. Lender will, however, reimburse Operator for emergency repairs necessitated by a mechanical breakdown of the Vehicle in the event Operator was not at fault and submits a receipted bill.
5. Operator will keep the Vehicle clean, will take proper care of it, and will ensure that it is properly maintained. Under no circumstances may the Operator remove, alter, or render inoperative any factory-installed equipment, nor will the Operator do anything that will prevent the normal operation of factory-installed devices designed to prevent injury, theft, or to promote functional operation of the Vehicle. No sign, decals, or equipment not supplied by Lender will be affixed to the Vehicle.
6. The Vehicle is in good operating condition. Operator will return the Vehicle to Lender in the same condition as that in which it was received, except for ordinary wear and tear.
7. Operator is not in any respect an agent, servant or employee of Lender.
8. To the extent permitted by law, Operator shall be liable to Lender for any and all liability, loss and damage incurred by Lender arising out of or relating to Operator's possession, use or operation of the Vehicle. Similarly, to the extent permitted by law, Lender's insurer shall have the right of subrogation against the Operator, and the party or parties responsible for any such liability, loss or damage.
9. OPERATOR AGREES THAT IT/HE/SHE WILL TAKE APPROPRIATE SAFEGUARDS TO ENSURE THAT ALL OCCUPANTS OF THE VEHICLE USE SAFETY BELTS AND CHILD RESTRAINTS, IF APPLICABLE, PROPERLY AT ALL TIMES, REGARDLESS OF WHETHER REQUIRED BY LAW.
10. The Vehicle shall at all times be the sole property of Lender.
11. Operator is advised and agrees that the following will be deemed unacceptable by Lender: body dents or severe scratches which require sheet metal work or repainting to make Vehicle acceptable as a late model used vehicle; glass damage, bumper damage of collision severity; improper body repair work; and poorly matching paint.
12. If applicable, any federal, state or other taxes for this loan will be the sole responsibility of Operator and not of Lender, its affiliates, dealers, or distributors. Lender may be required to issue tax form 1099MISC to report the value of this loan to the IRS.
13. Operator acknowledges and assumes the inherent risks associated with contracting communicable viruses and illnesses, including but not limited to COVID-19, and waives all civil liability against Lender for any claims or injuries for or related to transmission, infection, exposure, or potential exposure to such viruses and illnesses during the Agreement Period, to the extent permitted by law.