

**MERCEDES-BENZ USA, LLC**  
Product Exposure Activity  
Vehicle Loan Acknowledgement and Agreement

To:

Name	Address	
Federal ID#	Contact Telephone	Contact Email
Production current name or description (the "Production")		

The undersigned company (the "Undersigned") acknowledges and agrees that Mercedes-Benz USA, LLC ("MBUSA") will loan to the Undersigned a new or used Mercedes-Benz vehicle(s) described below (the "Vehicle(s)") for the period of time described below (the "Term"):

Start: \_\_\_\_\_

End: \_\_\_\_\_

Vehicle(s): (Include model and VIN) \_\_\_\_\_

Except as may be provided in any Addendum hereto, the Vehicle(s) shall be provided subject to the following conditions:

1. The Undersigned acknowledges and agrees that MBUSA will make the Vehicle(s) available through its agents. All Vehicle(s) must be returned to MBUSA or its agents at the end of the Term. The Vehicle(s) are the sole and exclusive property of MBUSA, and under no circumstance does the Undersigned have, nor shall the Undersigned permit any other party to acquire an interest in the Vehicle(s) adverse to MBUSA.
2. The Undersigned agrees that the only persons permitted to operate and possess the Vehicle(s) shall be authorized employees of the Undersigned under the Undersigned's direction and control. Each person operating the Vehicle(s) must be at least 21 years old, have proof of a currently valid driver's license and must agree to abide by and sign a Waiver and Release in the form attached hereto as Exhibit A. Prior to delivery of the Vehicle(s), the Undersigned must provide to MBUSA copies of the driver's license and executed Waiver and Release for each authorized driver as of the date of this Agreement. The Undersigned shall notify MBUSA in writing of any additions or deletions in the list of authorized drivers and shall provide to MBUSA copies of the driver's license and executed Waiver and Release for any new authorized driver.
3. The Undersigned shall assume all responsibility for the Vehicle(s) of whatsoever character including damage to the Vehicle(s), damage to persons and/or property arising from or in connection with the Undersigned's, its employees, agents and permitted users, operation and use of the Vehicle(s). The Undersigned agrees to indemnify and save MBUSA free and harmless of and from all claims, loss, cost, expense or damages paid or incurred by reason of any bodily injury (including death), property damage or vehicle theft caused by or arising from the use of the Vehicle(s) while in the Undersigned's possession, custody or control, unless caused by the negligence or willful misconduct of MBUSA. The Undersigned shall furnish MBUSA insurance certificates providing for notice of cancellation per the policy provisions and showing that the Undersigned, is insured for \$2,000,000 bodily injury limits and \$2,000,000 property damage limits, and that the Undersigned has comprehensive (fire & theft) and collision insurance to protect MBUSA against loss due to destruction of or damage to its property or that of third parties in an amount not less than \$1,000,000. All insurance policies issued to the Undersigned for the Vehicle(s) shall name MBUSA as an additional insured.
4. The Undersigned is responsible for all ordinary operating expenses such as gas, and other incidentals, including, but not limited to fines, penalties, parking and/or moving violations, tolls, and similar expenses. All service and/or warranty repairs will be handled by MBUSA under normal warranty procedures. All repairs determined to be the result of abuse or failure to properly maintain the Vehicle(s), including ignoring warning lights or messages, or use of improper fuel, are the responsibility of the Undersigned. All repairs must be performed at an MBUSA approved facility. The Vehicle(s) will be returned in good condition (reasonable wear and tear from permitted uses excepted).

5. Accidents must be reported to the MBUSA Press Fleet Manager Catherine Kim at 310-547-6028 / [Catherine.kim@daimler.com](mailto:Catherine.kim@daimler.com) within 12 hours. An accident report form must also be completed and forwarded to Catherine Kim, MBUSA Press Fleet Manager, and any respective fleet office contact within 24 hours of accident. The Undersigned agrees to cooperate with MBUSA's insurer in the case of an accident, if necessary.

6. The Undersigned represents as a condition precedent to, and as an inducement to the grant of the use of the Vehicle(s) such Vehicle(s) will not be utilized in any manner disparaging to MBUSA, its parent company or affiliates, or for any political purpose whatsoever. The Undersigned further represents that the Vehicle(s) shall not be used in any manner to cause the insurance coverage to be suspended or cancelled.

7. The Undersigned shall not, nor shall the Undersigned permit any third party to, tamper, disconnect, or otherwise interfere with the operation of the speedometer, odometer, seat belts, supplemental restraints, or emission control equipment.

8. The Undersigned agrees that as a condition of Vehicle usage, it shall not, nor shall it permit any third party to paint out, tape over, remove or obliterate identifying logos or identifying marks on the Vehicle(s), nor in any way modify or alter the Vehicle(s) without prior written consent of MBUSA. The Vehicle(s) shall, during the Term of this Agreement, be principally garaged within the state of \_\_\_\_\_. The Vehicle(s) may not be driven or transported outside of the state of \_\_\_\_\_ without written consent of MBUSA.

9. In the case of material breach of this Agreement by the Undersigned, MBUSA reserves the right, at its election, to retake this vehicle and terminate this Agreement without any obligation to the Undersigned.

10. In connection with the activities contemplated herein, the Undersigned is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the Undersigned, its agents, or other third parties. In the event of violation of the above, MBUSA has the right to immediately withdraw from or terminate all legal transactions existing with the Undersigned and the right to cancel all further negotiations. The above notwithstanding, the Undersigned is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with MBUSA.

11. Subject to the limitations set forth herein, MBUSA hereby irrevocably grants to the Undersigned the non-exclusive right to photograph, film or otherwise reproduce the Vehicle(s) including logos and trademarks as part of the Production described above, and, if the Vehicle(s) appear in the Production, to distribute, exhibit and otherwise exploit (and to authorize others to distribute, exhibit and otherwise exploit) the Production and its related advertising, publicity and promotion (including without limitation "making of" and "behind the scenes" programs) incorporating the image of the Vehicle(s) throughout the world in perpetuity in all media and by all means, now known or hereafter developed. However, nothing herein shall grant the Undersigned the right to use the logos, trademarks, photographs or film of the Vehicle(s) in any consumer products without the written, express consent of MBUSA.

12. The Undersigned acknowledges and agrees that the words "Mercedes Benz," "Mercedes," "Sprinter," and "Smart" and the Three Pointed Star within a Circle, the Sprinter logo and the Smart logo are the solely owned and validly registered trademarks and trade names of Daimler AG – Daimler Aktiengesellschaft, the ultimate parent company of MBUSA. The Undersigned recognizes that it is not authorized to use any of Daimler AG's trademarks and trade names without the prior written approval of MBUSA.

13. This Agreement is governed by the laws of the State of Georgia, notwithstanding its conflict of law provisions.

The Undersigned agrees to the foregoing and acknowledges receipt of the Vehicle(s) listed above.

**(Name of the Undersigned)**

By: \_\_\_\_\_

Name:

Title:

Date:

**Mercedes-Benz USA, LLC**

By: \_\_\_\_\_

Name:

Title:

Date:

By: \_\_\_\_\_

Name:

Title:

Date:

**Exhibit A to Product Exposure Activity  
Vehicle Loan Acknowledgement and Agreement  
Between Mercedes-Benz USA, LLC ("MBUSA") and \_\_\_\_\_**



**WAIVER AND RELEASE**

In consideration of, and as a condition to being permitted to use a Mercedes-Benz vehicle, the undersigned driver ("Driver") for himself/herself, his/her personal representatives, heirs and next of kin, acknowledges, represents and agrees as follows:

Driver represents and warrants that he/she:

1. Is 21 years of age or older and possesses a currently valid driver's license;
2. Can see and hear well enough to operate a motor vehicle properly and safely on public and private roadways and, while operating the vehicle, will wear any eye wear or hearing apparatus required to operate a motor vehicle properly and safely;
3. Will operate the vehicle in a safe manner, observing all traffic laws while on public and private streets, will properly wear seat belts while in the vehicle in operation, and will follow instructions, recommendations and cautions of the representatives of MBUSA and/or its agents and contractors;
4. Will not operate the vehicle while under the influence of any alcohol or illegal drug;
5. Will not operate the vehicle while under the influence of any legal drug which would impair his/her driving ability or ability to understand or comply with oral or written directions regarding the use of a vehicle, and does not have any physical condition which would impair his or her driving ability to operate the vehicle, nor does Driver have any physical condition which would make driving an undue risk to Driver, other vehicle occupants or vehicle;
6. Understands this is a non-smoking vehicle.

Driver hereby acknowledges and agrees as follows:

1. Driver hereby elects to participate and voluntarily assumes all risk of loss, danger or injury, including loss of life, that may be sustained by him/her or any loss or damage to any of her/his property in connection with the operation of the vehicle.
2. Driver will not make any modifications to any vehicle components, including but not limited to the vehicle's electronic components, software or wiring.
3. Driver will follow the instructions and warning notices in the vehicle's operator's manual.
4. Driver will be responsible for any parking or traffic fines and penalties in connection with the use of the vehicle.
5. MBUSA may take immediate possession of the vehicle if Driver conducts himself/herself in a manner that brings him/her into public disrepute, contempt, scandal or ridicule or which shocks, insults or offends the community or reflects unfavorably upon Driver or MBUSA and its products, as determined by MBUSA in its sole discretion.

Release by Driver:

Driver hereby releases, waives, and discharges all claims and potential claims against, and covenants not to sue MBUSA and its agents and contractors, any of their respective subsidiaries, parents, affiliated entities, agencies, or any of their subsidiaries or affiliated entities or any of their respective officers, employees and agents and facilities with respect to any damages, injuries, loss of life or other losses of any kind to the Driver or any vehicle or any property damage or loss to any other party arising in connection with the Driver's participation in this program or the Driver's operation or use of the vehicle whether caused by negligence of Driver, Driver's failure to abide by the terms of this Waiver and Releaser, or otherwise, except for damages, injuries or losses arising directly from the gross negligence of MBUSA and/or its agents or contractors.

Miscellaneous:

Driver acknowledges that this Waiver and Release is given in exchange for good and valuable consideration. The laws of the State of Georgia shall govern this Waiver and Release. Ambiguities herein shall not be construed against the drafter. Driver further expressly agrees that the foregoing Waiver and Release is intended to be as broad and inclusive as is

permitted by applicable law, and, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE AND VOLUNTARILY SIGN IT, AND FURTHER ACKNOWLEDGE AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING, HAVE BEEN MADE, AND THAT I HAVE BEEN OFFERED THE OPPORTUNITY NOT TO OPERATE THE VEHICLE OR PARTICIPATE IN THE PROGRAM IF I DO NOT AGREE.**

Signature \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_

**Please Print:**

Last Name

First Name

Middle Initial

\_\_\_\_\_

Address

\_\_\_\_\_

City, State

\_\_\_\_\_

Zip

\_\_\_\_\_

Driver's License Number

\_\_\_\_\_

State

\_\_\_\_\_

Expiration Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

