



VEHICLE LOAN AGREEMENT

MEDIA / VIP

Aston Martin Lagonda of North America, Inc., a Connecticut corporation, having its principal place of business at 11W 42nd Street, Floor 22, New York, New York 10036 U.S.A. ("Aston Martin/Aston Martin the Americas/AMTA") hereby authorizes:

<input type="text"/>	<input type="text"/>
Company Name	Full Legal Name (the Borrower) of Authorized Representative

Street Address:

<input type="text"/>	<input type="text"/>	<input type="text"/>
City:	State:	Zip code:

<input type="text"/>	<input type="text"/>
Email:	Phone:

<input type="text"/>	<input type="text"/>
Automobile Insurance Provider:	Policy Number:

<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Driver's License Number:	Yes	No	Yes	No
<input type="text"/>	My driver's license is valid with no restrictions (check):		I am at least 25 years old (check)	
State of Issue:	<input type="text"/>			
	Expiration Date:			

****A SCANNED COPY OR PHOTO OF BORROWER'S LICENSE AND INSURANCE MUST BE PROVIDED**

LOANED CAR AND PERIOD

The following vehicle ("Loaned Car") is the subject of this Agreement:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2024	Aston Martin	DB12	RGL12250	Hyper Red
Year	Make	Model	VIN	Color:

DROP-OFF

November 30th, 2023
Date:

Est. Time:

PICK-UP

December 8th, 2023
Date:

Est. Time

We ask that you kindly limit your testing mileage to miles during the course of your loan. If you feel you will exceed this amount, please let your contact at Aston Martin know.

(NOTE: The "Loan Period" shall be the period from Delivery Date until actual Return Date, and in the event of any early collection or late return, shall mean the entire period until the Loaned Car is actually returned by Borrower.)



COMMUNICATIONS:

Aston Martin would like to be able to contact you with invitations, news and information about products and services relating to Aston Martin and to be able to share your information with Aston Martin’s group companies and Authorized Dealers in your local region. If you would like to receive such invitations and information from us, please confirm that we may use your information as described by checking the means by which you would like to hear from us:

Email:

US Mail:

Telephone:

If you would prefer not to receive marketing communications, please tick here:

Aston Martin respects your privacy and will not transfer your personal data to third parties except as agreed. If at any time you wish to stop receiving communications, please let us know.

INSURANCE AND ACCIDENTS

I understand that, if no insurance information is provided above, Borrower will self-insure: _____ (initial) to use the Aston Martin car(s) (and any related equipment) identified below (each, a “Loaned Car”). Borrower’s use of the Loaned Car is subject to all the terms and conditions of this Press Vehicle Loan Agreement (this “Agreement”).

In the event of an accident or other damage to the Loaned Car, please report immediately, any loss or damage, however minor, to your point of contact at Aston Martin the Americas:

Morgan Theys

AMTA Representative:

602-300-0945

Phone:

Morgan.Theys@astonmartin.com

Email Address:

EMERGENCY 24-HOUR ROADSIDE ASSISTANCE: 1-888-NA-ASTON (1-888-592-7866)

In the event of any accident involving the Loaned Car, Borrower must promptly report the accident to your point of contact at Aston Martin the Americas and must also submit a report of the accident to Aston Martin and the appropriate state or federal authorities as may be required by law. Borrower also agrees to complete and submit a written report of the accident or other incident and submit to authorities any reports required by law and to forward copies to Aston Martin Lagonda of North America, Inc. 11W 42nd Street, Floor 22, New York, New York 10036 U.S.A.

Aston Martin only provides the Borrower with the minimum auto liability insurance as required by law. It’s highly recommended that the Borrower has in place a supplemental comprehensive insurance policy naming his/herself as an insured person for the Loaned Car. Borrower shall promptly notify and furnish AMTA with every demand, notice, summons, process and pleading received in every suit, action or claim arising with respect to the condition, use or operation of the Loaned Car, and cooperate with AMTA and the insurer in defending the same. Borrower agrees to follow such instructions as AMTA may provide with respect to repair or disposal of the Loaned Car.

DAMAGE ACKNOWLEDGEMENT

Upon receipt of the Loaned Car, Borrower shall confirm that the Loaned Car is in good mechanical and overall condition, with no apparent damage or defect by signing the “**Vehicle Handover Condition Report**” provided by Aston Martin’s delivery driver.

In connection with the Borrower’s use herein, the Borrower agrees to (a) repair any damage to the Loaned Car incurred by the conduct of Borrower beyond reasonable wear and tear (except that which shall be determined to be caused by a fault or defect of the Loaned Car or equipment); (b) leave the Loaned Car in as good a condition as when received by Borrower, understanding minor – and easily fixed – wear can be expected in the execution of a short-term vehicle loan.

If Aston Martin claims that the Borrower is responsible for any damage or injury in connection with the Borrower’s use of the Vehicle as set forth herein, Aston Martin shall notify the Borrower in writing within five (5) business days from the date that Borrower returns the Vehicle, which writing shall include a detailed list of all property damage and injuries for which Aston Martin claims the Borrower is responsible.

Should you have any questions about the operation of the Loaned Car, your point of contact at Aston Martin the Americas (above) may be of assistance.



LOAN AGREEMENT

1. Aston Martin retains full ownership and title in the Loaned Car and Borrower will not take any action that is contrary to or inconsistent with Aston Martin's ownership and in particular will not sell, lease, trade, charge or otherwise dispose of the Loaned Car. A copy of the Owner's Manual and a certificate of insurance are located in the Loaned Car upon delivery, and these must remain in the Loaned Car along with a copy of this Agreement at all times.
2. Borrower is responsible to return the Loaned Car to Aston Martin by the return date, or to surrender the Loaned Car immediately if requested by Aston Martin. In the event Borrower fails to timely return the Loaned Car, Aston Martin shall be entitled to take all necessary action (including to enter upon any user's premises) to repossess the Loaned Car, and Borrower hereby indemnifies Aston Martin against any and all costs, expenses, claims or rights of action arising in connection with any such repossession.
3. Borrower shall execute the Release and Waiver attached to this Agreement as Exhibit 1.
4. Borrower will:
 - a) not permit the Loaned Car to be used for transporting persons or property for hire, for political purposes or any type of auto racing;
 - b) only use the Loaned Car in the U.S. unless advance written permission has been given by AMTA to use the Loaned Car in Canada (the Loaned Car may not be taken to Mexico under any circumstances);
 - c) ensure that the Loaned Car will not be driven more than [REDACTED] miles without prior written agreement from AMTA; and
 - d) at the end of the Loan Period, return the Loaned Car in as good a condition, reasonable wear and tear permitted, as when received;
 - e) properly house the Loaned Car in secure premises and take all reasonable steps to remove the Loaned Car from the risk of loss, theft or damage;
 - f) ensure that the Loaned Car is only driven by the Borrower and its nominated drivers;
 - g) maintain the Loaned Car in good condition and appearance at all times.
5. Borrower will not:
 - a) Drive the Loaned Car off-highway or on a closed course for the purposes of evaluation, performance testing or photo/video asset generation without the prior written agreement from Aston Martin, up to and including:
 - (i) Driving off-road (e.g. dirt or gravel roads, trails or any Off-Highway Vehicle (OHV) area)
 - (ii) Driving on a racetrack, closed course or temporarily closed public road.
 - b) Allow pets in the Loaned Car or allow smoking in the Loaned Car
6. Borrower shall agree that all instrumented testing, track testing and competitive comparisons (e.g. head-to-head tests, drag races, hot laps, etc.) shall be disclosed and agreed to with Aston Martin **PRIOR** to receipt of the Loaned Car.
7. Borrower will not allow the Loaned Car to be parked on any street in the borough of Manhattan, New York, or at any of the three New York metro airports. **Any Loaned Car taken into Manhattan, New York, must be parked in a parking garage that has an attendant on duty at all times.** When the Loaned Car is left unattended, it will be locked, its keys removed, the alarm, if fitted, activated, the steering column lock applied, and all other reasonable precautions taken to protect the vehicle from theft or damage.
8. Borrower will be responsible for the prompt payment and handling of any parking or speeding fines, tickets, violations or summons which may be issued in respect of the Loaned Car or Borrower's use of the Loaned Car during the period that the Loaned Car is in Borrower's possession. The Borrower shall promptly report to Aston Martin any accident or damage, warning lights or service or maintenance requirements, and any unauthorized access, to or in respect of the Loaned Car.
9. General
 - 9.1 The Borrower hereby indemnifies Aston Martin against any (without limitation) costs, liabilities, damages, and expenses of any kind arising out of any motor incident claim, or claims for damage to property or personal injury made by a third party in connection with the use of the Loaned Car during the Loan Period, claims which may arise from any failure by the Borrower to comply with the obligations in this Vehicle Loan Authority, or which may arise from any parking or speeding offence occurring during the Loan Period.



9.2 Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

9.3 This Agreement shall be governed by and interpreted under the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of _____, _____.

Borrower Name:

Borrower Signature:

Title:



EXHIBIT 1 RELEASE AND WAIVER

BY SIGNING THIS DOCUMENT, YOU WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE ASTON MARTIN.

I desire to drive the Aston Martin car (the "Loaned Car") loaned to _____ ("**Borrower**") as provided in the Press Vehicle Loan Agreement (the "**Agreement**") to which this Exhibit 1 is attached.

PERSONAL INFORMATION:

Full Legal Name

Date of Birth

YES or NO _____ _____
My driver's license is valid with no restrictions (Check): Driver's License Number: State of Issue:

AGREEMENT

This Release and Waiver (including all the covenants and agreements listed on the reverse side of this form and those contained in any attachments) is intended to be as broad and inclusive as permitted by Applicable Law. If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and Waiver to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. This Release and Waiver shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs and next of kin without limitation. The terms of this Release and Waiver shall continue from this date forever. This document constitutes the entire agreement between Aston Martin and the undersigned and supersedes any previous or contemporaneous discussions or agreements in respect of these matters.

I specifically acknowledge and agree that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state, city, county, provincial, federal and national laws, ordinances, statutes, rules and regulations (collectively, "Applicable Law"), and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. This Release and Waiver shall be construed and interpreted as broadly as possible under the Applicable Law of any jurisdiction in which I drive the Loaned Car.

COVENANTS AND AGREEMENTS

I hereby irrevocably and unconditionally agree for myself, my personal representatives, my heirs, next-of-kin, insurers, successors and assigns, as follows:

1. REPRESENTATIONS.

- a. I am 25 years of age or over;
- b. I hold a full driving license which is valid for driving a motor vehicle in the driving activities in which I am participating at the Event/Use in the country / state in which the Event/Use is taking place, which I have held for a minimum of 5 years and which I have provided to Aston Martin, and I have no prior or pending driving license disqualifications.;
- c. I have never been refused automobile insurance coverage or had special conditions imposed;
- d. I am not under the influence of any alcohol or illegal substance;
- e. I am not under the influence of any intoxicant, narcotic, prescription medicine, or other drug that would impair my ability to operate the vehicle, nor do I have any physical or mental condition – including, but not limited to epilepsy, heart conditions, uncorrected hearing or vision impairment – that would make participation in the Event/Use an undue risk to me, the vehicle or other Event participants;
- f. I can speak and read English and understand English speech to a level that enables me to participate safely in the Event/Use or, if not, I have brought a translator with me to the Event/Use.
- g. I will operate the vehicle and participate in the Event/Use in a safe manner, observe all traffic laws and follow instructions, recommendations and cautions of Aston Martin's representatives and vendors at all times, whether or not on public streets;



- h. I will properly wear seat belts at all times while I am in a vehicle in operation at the Event/Use;
 - i. I understand that sport utility vehicles handle differently from traditional passenger cars and, in particular, sharp turns or abrupt maneuvers can result in unanticipated loss of control or even a rollover in the vehicle;
 - j. I will avoid excessive speeds;
 - k. I shall pay for all fines or penalties incurred in connection with my operation of any vehicle during the Event/Use and;
 - l. If I am a passenger in any vehicle during the Event/Use, I confirm that I am aged sixteen (16) years or over.
2. **ASSUMPTION OF RISK.** I understand that driving or being a passenger in the Loaned Car involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks.
3. **WAIVER OF LIABILITY RELATING TO COVID-19.**
COVID-19, which is caused by the coronavirus called SARS-CoV-2, has been declared a worldwide pandemic by the World Health Organization. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.
- I understand that Aston Martin cannot prevent me from becoming exposed to, contracting, or spreading COVID-19 whilst driving the Loaned Car and that it is not possible to prevent against the presence of the disease. I acknowledge that in driving, or being a passenger in, the Loaned Car I may expose myself to and/or increasing my risk of contracting or spreading COVID-19. I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or passengers in the Loaned Car.
4. **RELEASE FROM LIABILITY.** I fully and forever release and discharge Aston Martin and its respective affiliates, directors, officers, shareholders, employees, agents, and insurers (collectively referred to in this Release and Waiver as, "Aston Martin") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly, arising out of or in connection with my driving, or being a passenger in, the Loaned Car, even if it is due to the negligence, injudicious act, omission or other fault of Aston Martin.
5. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action or other legal proceeding or demand against Aston Martin, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties or my property in connection with my driving, or being a passenger in, the Loaned Car, and I waive any right I may have to do so. This means that I cannot sue to hold Aston Martin responsible for any injury, loss, or damage sustained by me, other parties or my property resulting from, related to, or in connection with driving the Loaned Car, even if it is due to the negligence, injudicious act, omission or other fault of Aston Martin. I waive my insurers' right to make a claim against Aston Martin based on payments by insurers to me or on my behalf for any reason. This means my insurers have no right of subrogation against Aston Martin.
6. **MEDICAL EXPENSES.** I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my driving, or being a passenger in, the Loaned Car and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.
7. **COVENANTS.** I will follow any and all instructions, recommendations and cautions of Aston Martin and its vendors at all times while driving, or being a passenger in, the Loaned Car, including, without limitation, in respect of my operation of any vehicle at the Activity or other participation in the Activity. I will as driver of the Loaned Car, ensure that all occupants (including the driver) wear seat belts at all times when in the vehicle, whether the car is stationary or moving. I will comply with all Applicable Law while driving the Loaned Car. I will operate the Loaned Car in a safe manner and will observe all traffic laws. I will properly wear seat belts at all times while I am in the Loaned Car. I will not operate or be a passenger in the Loaned Car while under the influence of any alcohol or illegal drug, or any intoxicant, narcotic, prescription medicine, or other drug which would impair my ability to operate or ride in the Loaned Car.
8. **PUBLICITY.** I hereby grant Aston Martin, without limitation, the right to use my name and likeness for any publicity without further compensation or permission.



9. **INDEMNITY.** I will defend, indemnify, hold harmless and reimburse Aston Martin from and for all damages, losses, costs, or expenses (including legal fees) incurred by Aston Martin or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from or in connection with my driving, or being a passenger in, the Loaned Car. I will reimburse Aston Martin if anyone makes a claim against Aston Martin in connection with my driving the Loaned Car, including, without limitation, any accident I may be involved in or any injury, loss, damage to me, other parties or property however caused.
10. **MODIFICATION.** I understand that no modification of this Release & Waiver will be effective unless agreed to in writing by Aston Martin Lagonda of North America, Inc.

I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF ASTON MARTIN IN ALLOWING ME TO DRIVE THE LOANED CAR.

I HAVE READ THIS RELEASE AND WAIVER (INCLUDING THE COVENANTS AND AGREEMENTS ABOVE AND THOSE CONTAINED IN ANY ATTACHMENTS), FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

Borrower Name:

Signature

Borrower Title

Date (Month/Day)

Year