



TEST DRIVE AGREEMENT

Member Name(s): _____

Street Address: _____

Home Telephone: _____ Work Telephone: _____

Driver's License#: _____ Issuing State: _____ Expiration Date: _____

Insurance Company: _____ Agent: _____ Telephone: _____

Vehicle Year: 2021 Make: Tesla Model: Model 3 VIN: 5YJ3E1EC9MF867878

I have requested that Fall River Electric Cooperative (Cooperative) permit me to test drive the above-described vehicle. I understand that the Cooperative is permitting me to test drive the vehicle subject to the following terms and conditions:

1. I have a valid driver's license to operate a motor vehicle in this state and I presently have in effect collision and liability insurance that meets or exceeds the minimum state requirements and applies to the vehicle during the time that it is in my possession or under my control.
2. I cannot drive the vehicle more than 600 miles unless authorized more miles by Bryan Case CEO and must return the vehicle to the Cooperative if demanded by the Cooperative, in the same condition as I received it. I cannot remove the vehicle from a 350-mile radius of Ashton Idaho or use the vehicle negligently or contrary to law. I will not permit any other person to operate the vehicle.
3. I must immediately report any damage, accident, theft, or vandalism involving the vehicle to the police, the Cooperative and my insurance company and deliver to the Cooperative all notices, pleadings and documents regarding any claim, suit or proceeding related to my use, possession, or control of the vehicle. I must also report to the Cooperative and pay any parking or other traffic violation fines and penalties arising out of my use, possession, or control of the vehicle.
4. I agree to cooperate with the Cooperative and any insuring insurance company in pursuing or defending any claim or action resulting from my use of the vehicle. Any award or money I receive as a result of a claim or action as to the vehicle will be assigned to the Cooperative.
5. I have personally inspected the vehicle and found it free from any visible damage and/or defects, except as otherwise noted in the comments below. I must pay for any loss or damage to the vehicle that occurs while the vehicle is in my possession or control, plus the Cooperative's related expenses. In addition, I agree to defend, indemnify, and hold harmless the Cooperative from and against any and all losses, liabilities, damages, injuries, claims, demands, costs, and expenses arising out of my use, possession or control of the vehicle and any breach of my responsibilities as set forth in this Agreement.
6. If I am in breach of this Agreement or fail to return the vehicle to the Cooperative as required by this Agreement, I will be required to pay all expenses incurred by the Cooperative to have the vehicle returned and the Cooperative, or any of its agents or employees, may peacefully retake possession of the vehicle. The Cooperative shall not be liable for loss of or damage to any property that I may have left in the vehicle, either before or after its return to the Cooperative
7. I agree that NO PETS, NO FOOD OR DRINK, NO SMOKING OR VAPING shall be allowed inside the vehicle.
8. I understand that the Cooperative is tracking every drive and charge through an app (Teslafi) which gives it a daily report of efficiency, speed, and charge efficiency. Therefore, the Cooperative has the ability to see my exact location and speed of the vehicle at any time.

Comments _____

DATE OUT: _____ TIME OUT: _____ a.m./p.m. ODOMETER READING OUT: _____

RETURN DATE: _____ RETURN TIME: _____ a.m./p.m. (MAXIMUM OF 3-DAYS)

By signing below, I acknowledge that the vehicle is the property of the Cooperative and this Agreement is solely for the purpose of allowing me to use the vehicle as permitted by the terms and conditions stated herein.

| | | | |
|----------|------|---------------------------------------|------|
| Customer | Date | Authorized Cooperative Representative | Date |
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For Office Use Only:

Checked in by: _____ On: _____ At: _____ a.m./p.m.

Odometer Reading: _____ Comments: _____