

RIVIAN LOANED VEHICLE BAILMENT AGREEMENT

THIS RIVIAN LOANED VEHICLE BAILMENT AGREEMENT, effective as of the 4th day of June, 2026 (“**Effective Date**”) is made by and between Rivian, LLC, a Delaware limited liability company and its affiliates (“**Rivian**”) and City of Huntington Beach, a municipal corporation located at 2000 Main Street Huntington Beach, CA 92648 (“**City**”), and each referred to as a “**Party**” or collectively as the “**Parties**”.

WHEREAS, City wishes to receive a Loaned Vehicle (as defined below) for temporary use, testing and/or evaluation purposes in various operating scenarios in order to provide feedback in the vehicle design and development process for the benefit of both parties, as well as, for City’s public relations purposes;

WHEREAS, Rivian is willing to bail such Loaned Vehicle to City; and

WHEREAS, City agrees to accept delivery of and maintain possession of such Loaned Vehicle on a bailment basis under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties, intending to be legally bound, agree as follows:

1. **Title and Ownership.** No right, title or interest in the Loaned Vehicle shall pass to City other than the right to maintain possession and use the Loaned Vehicle as detailed herein. City shall not sell, lease, assign, pledge or otherwise encumber or suffer a lien upon or against any interest in any Loaned Vehicle.

2. **Scope of Use; Restrictions.**

a) As used herein, the term “**Loaned Vehicle**” shall mean the upfitted R1 T vehicle loaned by Rivian to City in accordance with, and as set forth in, this Agreement, with vehicle modifications based on City’s designs and requirements, as agreed to and signed off between the parties and stated in Exhibit A.

b) Rivian shall deliver one (1) Loaned Vehicle to City pursuant to the terms of this Agreement. The description and delivery details, including the scope of use of the Loaned Vehicle, available as of the Effective Date, are set forth in Exhibits A attached hereto. Notwithstanding the foregoing, City’s obligations with respect to a Loaned Vehicle as set forth herein (including in the applicable Exhibit) shall survive until such Loaned Vehicle is returned to Rivian in accordance with this Agreement.

c) City shall (x) ensure that the Loaned Vehicle is (i) used solely for testing, evaluation, display, exhibition or operation for research and development purposes in order to provide design and development feedback for the benefit of both Parties, and (ii) operated solely by competent and duly qualified personnel, employees, representatives, contractors or agents (collectively the “**City Representatives**”) in accordance with applicable law and all instructions, requirements and restrictions as are delivered by Rivian to City (whether in oral, written or electronic form) with respect to the Use (as defined below) of the Loaned Vehicle, (y) ensure that all City Representatives complete all driver training, safety training, or any other requirements in operating or moving the Loaned Vehicle as are delivered by Rivian to City (whether in oral, written or electronic form) prior to operating or driving the Loaned Vehicle, and (z) keep a detailed log of all activities relating to the Loaned Vehicle that must be reflected in such log pursuant to applicable regulatory requirements (the “**Operation Log**”), which includes the details set forth as Exhibit C hereto, and promptly provide copies of such log to Rivian upon request (which log shall be subject to the confidentiality and data protection provisions of this Agreement).

d) Prior to allowing any City Representative to operate, drive, or ride in (collectively, the “**Use**”) the Loaned Vehicle, City shall cause such City Representative to execute the Loaned Vehicle Terms of Use Agreement in the form attached hereto as Exhibit B, which form may be updated, modified or amended from time to time by mutual written agreement of the Parties during the term of this Agreement.

e) City shall ensure that the Loaned Vehicle is not removed from the United States for any reason without Rivian’s prior written approval. For the avoidance of doubt, City shall be liable for any failure by any City Representative to comply with applicable law or any written instruction, requirement or restriction, in each case with respect to the Use of the Loaned Vehicle, as set forth in this Agreement or as is delivered by Rivian to City.

f) City shall not remove any labels affixed to the Loaned Vehicle indicating Rivian's ownership of the Loaned Vehicle, the status of the Loaned Vehicle, or any other labeling affixed on the Loaned Vehicle at the time of delivery of the Loaned Vehicle to City. City shall not, without the prior written consent of Rivian (which consent may be provided in written or electronic form, and which consent shall not be unreasonably withheld, conditioned or delayed), alter or modify the Loaned Vehicle in any manner (whether externally or internally, and whether permanent or temporary) or affix any accessory, device, badging or signage thereto.

g) If the Loaned Vehicle may require operation on the public roads for the purposes set forth in Section 2(d)) above, City shall visually inspect the Loaned Vehicle prior to each driving event to ensure the Loaned Vehicle is undamaged and in operable condition, including the presence and operability of all required equipment (e.g., all lamps and reflectors, windshield wipers, doors, windows, seat belts, etc.), labeling and identification, including, without limitation, the installation and presence of Rivian Manufacturer License Plates ("**M-Plates**"), including all paperwork associated with the Rivian M-Plates. The inspection and the results of that inspection shall be recorded as part of the Loaned Vehicle Operation Log referenced in Section 2(c)). Any damage to the Loaned Vehicle or equipment failures or inoperability shall be recorded in the Operation Log and immediately reported to Rivian. Such Loaned Vehicle shall not be driven on the public roads until the damage or equipment failure, or inoperability, is addressed by City or by Rivian, which shall provide Services following City's request as provided in Section 4 herein.

3. **Delivery.** Rivian will transport the Loaned Vehicle to the designated location specified in Exhibit A. At or before delivery of the Loaned Vehicle to City, City shall provide Rivian with acceptable evidence of insurance in accordance with Section 7 below by delivering certified copies of insurance policies that provide the required coverage, or certified copies of existing insurance policies that have been endorsed to provide the required coverage, or certificates of insurance executed by the insurer or its authorized representative that certify the required coverage. The furnishing of such insurance shall not relieve City from any liability or obligation for which it is otherwise responsible to Rivian. Rivian shall be under no duty to examine any certificate provided by City or to advise City that the insurance coverage does not comply with the requirements set forth herein.

4. **Services.** Rivian will provide (either by itself or only through a third-party expressly authorized by Rivian) various services related to the Loaned Vehicle including, but not limited to, testing, logistics and delivery, charging, maintenance, repair (including sourcing spare parts), and On-Site Support (the "**Services**") upon request from City (or at any time Rivian deems necessary). In addition, Rivian may from time to time recommend that the Loaned Vehicle undergo maintenance, repair or other services for safety or operability purposes. If City declines Rivian's recommendation for any such services, Rivian shall have no obligation or liability under this Agreement for claims, costs, expenses, damages, death, injuries or otherwise arising or related to the failure of such services to be performed. Notwithstanding the foregoing, City shall have the sole discretion to determine whether it wishes Rivian to repair or scrap the Loaned Vehicle (in each case at City's cost) which may be severely damaged or otherwise rendered inoperable. Rivian shall consider in good faith any written request by City to perform or have performed by a third party certain of the Services itself; provided, that Rivian shall be under no obligation to grant any such request, and City may not perform or have performed by a third party any such Services unless and until Rivian delivers its consent with respect thereto. City will permit Rivian and its employees, agents and representatives to inspect the Loaned Vehicle at reasonable hours and upon reasonable notice to City. With respect to the Loaned Vehicle from the date of delivery of such Loaned Vehicle to City until City's return of the Loaned Vehicle to Rivian as set forth herein, City shall:

a) Inspect the Loaned Vehicle upon delivery and by acceptance thereof is deemed to find the Loaned Vehicle in good working order and condition;

b) Maintain (or request that Rivian perform Services to maintain) the Loaned Vehicle in good working order and condition, and City shall comply in every respect with each provision of this Agreement in the event that it elects to perform such maintenance;

c) Pay Rivian for all charging, maintenance and repairs as set forth above;

d) Reimburse Rivian for all washing, parking, garage, highway road service, tolls and fines required or incurred in connection with the operation of the Loaned Vehicle (to the extent that Rivian incurs any such costs in connection with its activities under this Agreement); and

e) Reimburse Rivian for any other charges in connection with the operation of the Loaned Vehicle as specifically set for in the applicable Exhibit A.

5. **Vehicle Monitoring Equipment.** Equipment may be installed that allows for the wireless transmittal of information to Rivian to assess the health, use and performance of the Loaned Vehicle. This information is continuous and includes battery performance, GPS location, speed and other driving characteristic data for Rivian's evaluation purposes (the "**Performance Data**"). City acknowledges and agrees that all Performance Data shall belong to Rivian. City further agrees that it shall not disable or interfere with any installed equipment in the Loaned Vehicle, and that any such tampering may result in civil penalties.

6. **Taxes, Fees, and Other Permits.** In connection with the Use and operation of the Loaned Vehicle, payment and responsibility shall be distributed as follows:

a) **Rivian shall:**

- i. pay for the registration and titling of the Loaned Vehicle;
- ii. pay all taxes or fees currently in force (and all applicable increases) or which hereafter may be enacted and become due and payable during the Term with respect to the Loaned Vehicle or Rivian's ownership, possession, transportation or delivery of the Loaned Vehicle;
- iii. comply with all applicable local, state and federal laws;
- iv. pay all excise, personal property, state and provincial taxes; and
- v. obtain, comply with, and provide City with copies of all necessary authorizations, permits, waivers, enforcement discretion determinations, or exemptions that may be required from a government agency to operate the Loaned Vehicle on public highways or in other testing and evaluation scenarios contemplated under the Agreement.

b) **City shall:**

- i. if and to the extent occupational taxes or governmental charges arise due to the Use of the Loaned Vehicle and provision and receipt of Services in each case as contemplated in this Agreement, pay all occupational taxes and governmental charges imposed in connection therewith (and all increases therein), including the costs of any permits, special permits, license or taxes required by the Use of the Loaned Vehicle;
- ii. make all required reporting of income to the proper taxing authorities as well as make all necessary withholding and payments of Federal, state, and local payroll taxes to such authorities to the extent required for the value of the Use of the Loaned Vehicle by City Representative
- iii. comply with all applicable local, state and federal laws;
- iv. pay any tolls or similar usage fees resulting from the Use of the Loaned Vehicle by City Representatives;
- v. Use the Loaned Vehicle only in accordance with the terms and provisions of all applicable governmental authorizations, permits, waivers and exemptions applicable to the Use of the Loaned Vehicle that are communicated by Rivian to City; and
- vi. pay all fines levied on the Loaned Vehicle during the Term as a result of moving, parking, toll, or similar vehicle violations incurred as a result of the possession or Use of the Loaned Vehicle by City or any City Representative.

7. **Insurance.** City, at its sole cost and expense, shall procure and maintain during the term of this Agreement, from insurers possessing a minimum policyholder's rating of A- or better (a) commercial automobile liability covering bodily injury liability comprehensive and collision for actual cash value (such amount that may be self-insured) and property damage liability, including broad form property damage liability and contractual liability coverage, with limits of not less than \$5 million combined single limit per occurrence, (b) commercial general liability insurance covering bodily injury liability and property damage liability, including broad form property damage liability and contractual liability coverage, with limits of not less than \$5 million per

occurrence, and (c) statutory worker's compensation and employer's liability coverage with a limit of not less than \$1 million per occurrence. Such insurance coverage may be met via any combination of primary and umbrella/excess policies and shall protect City, Rivian, and any person using or otherwise having an interest in the Loaned Vehicle and shall also meet the requirements of "no-fault" law now in effect or which hereafter may be enacted. Rivian Automotive, LLC shall be included as an additional insured for liability for all insurance policies except Worker's Compensation while the Loaned Vehicle is in City's care, custody, or control. City will cause each of its policies to waive any right of subrogation on the part of the insurer against Rivian, to the maximum extent permitted by law. The insurance provided by City will be primary insurance and will not be excess to or contributory with respect to insurance coverage, if any, provided by Rivian. Prior to the Use of the Loaned Vehicle, City shall furnish evidence of insurance to Rivian evidencing its insurance coverage pursuant to Section 8 of this Agreement.

8. **Return of the Loaned Vehicle.** Rivian will retrieve the Loaned Vehicle from City at the place and time as set forth in the applicable Exhibit A (or as otherwise mutually agreed by the Parties).

9. **Loss or Damage.** City assumes the entire risk of any loss, theft, damage or destruction of the Loaned Vehicle from any cause whatsoever during the Term after delivery of the Loaned Vehicle to City, except to the extent caused by the grossly negligent acts or omissions of Rivian, its employees, agents or contractors.

10. **NO WARRANTY.** RIVIAN AGREES TO PERFORM ANY NECESSARY SERVICES AS PROVIDED UNDER SECTION 4 HEREIN AT CITY'S REQUEST IN ORDER TO ENSURE THAT THE LOANED VEHICLE CAN BE OPERATED FOR THE SCOPE OF USE CONTEMPLATED IN SECTION 2 HEREIN. RIVIAN MAKES NO WARRANTY OF ANY KIND OR NATURE REGARDING THE LOANED VEHICLE DURING THE TERM, AND CITY ACCEPTS THE LOANED VEHICLE "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** IN NO EVENT SHALL RIVIAN BE LIABLE TO CITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, LOST PROFIT OR LOST REVENUE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THE AGREEMENT REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY) AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RIVIAN OR ANY OF ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, LICENSORS AND PARTNERS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO HUNDRED AND FIFTY THOUSAND DOLLARS (USD \$250,000).

12. **Indemnification.** City shall indemnify and hold the Rivian Indemnitees harmless from and against any and all loss, cost, claim, liability, obligation or damage (a "**Claim**"), including, but not limited to, actual attorneys' fees and related costs incurred by Rivian, arising from third-party claims for personal injury, including death, or property damage that may arise from or in any manner related to City's or any City Representative's possession or Use of the Loaned Vehicle, including any such claims by or on behalf of City Representatives, as well as City or City Representatives negligence or willful misconduct. Rivian will give City prompt written notice of any Claim for which it wants indemnity, provided that failure to provide such notice will not release City from any obligations hereunder except to the extent that City is materially prejudiced by such failure. Rivian will give City its reasonable cooperation in the defense of such Claim. City will assume control of the defense of any Claim for which it has an indemnification obligation as specified above, provided that, City shall first obtain prior written consent from Rivian (such consent may not be unreasonably withheld) before settlement is made of the actual or potential liabilities if the terms of such settlement require any action or inaction by any of the Rivian Indemnitees (including, but not limited to, any limitation on future business or operations, admission of fault or ongoing or contingent liabilities) other than monetary payment. Each party will keep the settlement of any Claims confidential as between the parties, except where not permitted by law.

13. **Liens.** City shall keep the Loaned Vehicle free and clear from all claims, liens, and encumbrances whatsoever at all times throughout the Term.

14. **Financing Statement.** City shall execute any and all financing statements referencing the Loaned Vehicle which Rivian elects to file as general notice of its ownership interest in the Loaned Vehicle.

15. **Publicity and Marketing.** City shall not use Rivian's name in any publicity or advertising and may not issue a press release or otherwise publicize or disclose any information related to the Loaned Vehicle, this Agreement, or the terms or conditions hereof, without the prior written consent of Rivian.

16. **Term; Termination.**

- a) The term of the bailment (the "Term") will commence on the date on which Rivian delivers the Loaned Vehicle to City as set forth in Section 3 above and Exhibit A and will end upon City's delivery of the Rivian Vehicles to the location designated by Rivian on or before the earlier of [], or such later time as may be agreed between the Parties in writing (email is sufficient).
- b) Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other party in the event of a material breach of this Agreement, and subject to a reasonable cure period of seven (7) days. In the event of such termination, City agrees to deliver the Loaned Vehicle to the locations set forth in Exhibit A, or at Rivian's option, allow Rivian to retrieve the Loaned Vehicle, no later than the earlier of (i) the end of the Term or (ii) the effective date set forth on the termination notice delivered by Rivian to City. In the event Rivian opts to retrieve the Loaned Vehicle, City will ensure that Rivian may have access to the Loaned Vehicle upon twelve (12) hours prior notice to retrieve the Loaned Vehicle in whatever location they may be in, and to provide such assistance as Rivian reasonably requests to retrieve such Loaned Vehicles. In the event that City terminates this Agreement, City shall pay Rivian for any unpaid portion of all work performed and cost of materials incurred up to the date of termination.

17. **Assignment.** Neither party shall assign, transfer, or delegate any right or obligation under this Agreement without the prior written consent of the other party.

18. **Waiver.** The failure of either party to enforce any provision of this Agreement shall in no way be construed as a waiver of either party's rights under such provision or any other provision of this Agreement. A waiver of nonperformance under this Agreement must be in a written notice and shall apply only to the specific instance addressed in the waiver and to no other past or future nonperformance.

19. **Applicable Law; Jurisdiction.** This Agreement is governed by the procedural and substantive Laws of the State of California and the United States, without giving effect to any conflicts of Laws rules that would result in the application of any other Law(s). The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute arising under, in connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state or federal courts located in Orange County, California. Notwithstanding anything herein, either Party may seek interim provisional, injunctive or other equitable relief in any court having jurisdiction hereof.

20. **Invalidity.** The invalidity, in whole or in part, of any term or condition contained herein will not affect the validity of any other terms and conditions contained in this Agreement. In the event that any provision or provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

21. **Entire Agreement.** This document, including all exhibits attached hereto, constitutes the entire Agreement between the Parties concerning the bailment of the Loaned Vehicles, and there are no other agreements or understandings, either written or oral, between the Parties or pertaining to the subject matter contained in this Agreement.

22. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as an original. The exchange of copies of this Agreement and of signature pages by e-mail shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by e-mail shall be deemed to be their original signatures for all purposes.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the Effective Date.

City: _____

Rivian, LLC

Name:
Title:
Date:

Name:
Title:
Date:

APPROVED AS TO FORM


for By: 
MICHAEL J. VIGLIOTTA
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

EXHIBIT A**LOANED VEHICLE**

Name of Loaned Vehicle	HBFD Response Vehicle
Loaned Vehicle Identification Number (VIN)	7FCTGBAA6SN039428
Loaned Vehicle Description	R1T modified for HBFD use
Vehicle Modification/Upfit Description	Exterior lighting and color change, interior upfit for communication and equipment storage
Scope of Use	HBFD to use for fire department related operations and to support events. Vehicle will be photographed and used for Rivian content
Delivery Date	6/19/2026
Delivery Method	Vehicle drop off at HBFD or pick up from Rivian location
Storage Location(s)	
Charging Location(s)	
Name(s) of City Drivers	
Name(s) of Rivian Drivers (if any)	N/A
Loaned Vehicle Return/Pick Up Location	
Additional Terms and Conditions	

EXHIBIT B**Loaned Vehicle Terms of Use Agreement**

THIS LOANED VEHICLE TERMS OF USE AGREEMENT (“AGREEMENT”) IS A LEGAL DOCUMENT. The parties to this Agreement are, on one hand, myself, my heirs, my personal representatives and all others who may claim by or through me at any time including any representative(s) of my estate and, on the other hand, Rivian, LLC, a Delaware limited liability company with offices at 13250 North Haggerty Road, Plymouth, Michigan 48170 (“**Rivian**”), its affiliates, its successors, and each of its and their respective employees, agents, representatives, contractors, members, shareholders, officers, and directors.

I agree that my initials and signature, where indicated in this Agreement, are my acknowledgement of the contents of each paragraph in question and are my legally binding agreement to and acceptance of this Agreement’s provisions. **I WILL NOT SIGN OR INITIAL ANY PART OF THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.**

1. VOLUNTARY CHOICE***INITIALS []***

I understand that Rivian has made available certain upfitted, prototype vehicles (“**Rivian Vehicles**”) for my use on behalf of my employer, _____ (“**Employer**”), and that I am permitted to drive and/or ride in (“**Use**”) the Rivian Vehicles under normal conditions on public roads and/or “off road” conditions subject to the terms set forth in this Agreement. I understand that operating Rivian Vehicles may entail some risks not present in the operation of other motor vehicles that are fully certified to be compliant with Federal Motor Vehicle Safety Standards and other applicable laws and regulations, and I have agreed to operate one or more of these Rivian Vehicles for and on behalf of my Employer in order to test and evaluate the performance, durability, design and other features of these Rivian Vehicles in accordance with the applicable agreements between my Employer and Rivian.

2. TERMS OF USE***INITIALS []***

Prior to and during my Use of a Rivian Vehicle, I confirm and agree to the following:

- a) I will act reasonably and cautiously and will be on the lookout for dangerous situations; I will leave any area that I perceive as unsafe; I will inform Rivian if I detect anything arising from my Use of the Rivian Vehicle that I consider to be unsafe (unless there is no Rivian representative reasonably accessible at the time that I detect the unsafe condition, in which case I will document the condition in the Operation Log and inform Rivian as soon as practicable); and I will refuse to participate in any activity relating to the Rivian Vehicle that I deem unsafe;
- b) I have medical insurance or other similar insurance provided by my Employer to cover any medical expenses associated with any accident which may occur due to my Use of the Rivian Vehicle;
- c) I am at least eighteen (18) years of age and that I am in good physical and mental condition and represent that, during my Use of the Rivian Vehicle, I will not be under the influence of, or taking, any medication, drug or other chemical or substance (expressly including any alcoholic beverages) that may impair my ability to drive the Rivian Vehicle safely;
- d) At all times while I Use a Rivian Vehicle, I will possess and maintain a valid, unrestricted driver's license issued to me by the state or province of my residence and, knowing that Rivian will rely on my statement, I hereby declare that I have such a driver's license, that I am over the age of majority in my state or province of residence and that I am competent to sign this Agreement;
- e) I was given ample opportunity before signing this Agreement to clarify, to my complete satisfaction, any questions or concerns I may have had concerning any term of this Agreement and that I fully understand every term hereof; and
- f) I am aware that Rivian Vehicles are equipped with Global Positioning System (“**GPS**”) tracking equipment for driver safety, security and accountability that will continuously track data such as vehicle speed, location, and/or time spent at fixed intervals, and that I may not disable or interfere with the GPS (unless instructed to do so by authorized representatives of Rivian for safety, operational or other reasons), and I acknowledge and understand that tampering with the GPS without authorization could result in civil and/or criminal penalties.

3. ASSUMPTION OF ALL ASSOCIATED RISKS

INITIALS []

I understand that the Rivian Vehicles have not been subject to complete testing and/or may not meet Federal Motor Vehicle Safety Standards. My Use of a Rivian Vehicle, and all the attendant activities including driving and/or riding at a high rate of speed, on rugged or uneven terrain, and/or in inclement conditions, is a **DANGEROUS, CALCULATED RISK** activity which can, and sometimes does, result in **SERIOUS, PERMANENT BODILY INJURY OR DEATH** to its participants. I am accepting these and all other accompanying risks to be allowed to Use a Rivian Vehicle voluntarily for the benefit of my Employer and with full understanding of the possible consequences and potential dangers, and without inducements, promises or statements from Rivian other than those contained in this Agreement. I hereby **ASSUME ALL RISKS OF ANY NATURE FOR ANY DEATH, INJURY OR OTHER DAMAGES** to myself, my property or the person or property of others which may in any way, whether foreseeable or not, arise out of my Use of Rivian Vehicle(s) and/or from my actions or omissions – specifically including negligent acts or omissions – with respect to this activity. **I KNOW AND FULLY APPRECIATE THAT MY USE OF ANY RIVIAN VEHICLE EXPOSES ME TO RISK OF SERIOUS PERSONAL INJURY AND DEATH. I FULLY APPRECIATE THESE DANGERS AND VOLUNTARILY ASSUME THESE RISKS.**

4. COVENANT NOT TO SUE

INITIALS []

I agree never to institute any lawsuit or action at law against Rivian, any of its affiliates, any of its successors or any of its and their respective employees, agents, representatives, contractors, members, shareholders, officers or directors (all such aforementioned entities and persons, “**Released Parties**”), nor to initiate or assist in the prosecution of any claim or cause of action on my behalf against any of the Released Parties for damages or injury arising out of my Use of Rivian Vehicles that I, my heirs, assigns, representatives, successors or administrators may have either now or at any time in the future by reason of any loss or injury (including death) to my person or property arising from the activities contemplated by or in this Agreement, except to the extent that waiving any such claim or cause of action is prohibited by applicable laws.

5. NOTICE OF THE ENFORCEABILITY AND VALIDITY OF THIS AGREEMENT

INITIALS []

I understand and agree that if I, or anyone on my behalf, initiates any suit or action at law against any of the Released Parties for any loss or injury arising out of my Use of the Rivian Vehicles, no matter how minor or severe, to my person or property, that this document will be used in court. **I ALSO HAVE BEEN INFORMED BY RIVIAN THAT AGREEMENTS SUCH AS THIS HAVE BEEN UPHOLD IN COURT BEFORE IN CONNECTION WITH INJURIES, LOSS AND DEATH ARISING OUT OF VEHICLE DRIVING AND RIDING ACTIVITIES.**

6. CONDITION OF HEALTH

7.

8.

INITIALS []

I hereby state and represent that I am in good physical and mental health and can withstand the physical and mental stresses inherent in operating a Rivian Vehicle and all attendant activities. I further state and affirm that I am unaware of any health-related problem that may affect my ability to participate in the activities contemplated by this Agreement. **I HEREBY STATE AND AFFIRM THAT I WILL NOT USE ALCOHOL, CONTROLLED SUBSTANCES, OR OTHER DRUGS (INCLUDING PRESCRIPTION OR OVER-THE-COUNTER MEDICATION) THAT IN ANY WAY INHIBITS, IMPAIRS, REDUCES OR NEGATIVELY AFFECTS MY ABILITIES WHILE DRIVING A RIVIAN VEHICLE.**

9. **GOVERNING LAW; JURISDICTION.**

INITIALS []

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and the United States, without giving effect to any conflicts of laws rules that would result in the application of any other law(s). Any dispute arising under, in connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state or federal courts located in Orange County, California Notwithstanding any of the provisions set forth in this Section 7, either party to this Agreement may seek interim provisional, injunctive or other equitable relief in any court having jurisdiction hereof.

10. **UNENFORCEABILITY.**

INITIALS []

In case any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. I agree that the Agreement can be amended or otherwise modified by mutual written agreement of the parties to replace any provision contained herein that is held invalid, illegal or unenforceable with a valid, legal and enforceable provision giving effect to the original intent to the greatest extent legally permissible.

RIVIAN, LLC

Name

Signature

Title

Date: _____

Name:

Signature

Title

Date: _____

EXHIBIT C
Operation Log

1) List of details to be included in the Operation Log are provided below:

- a) Loaned Vehicle identification
- b) Date and time of usage (both a time out and time back in from storage location)
- c) Name of the individual(s) Using the Loaned Vehicle
- d) Description of the use for the particular trip and purpose (e.g., to record suitability of vehicle use for deliveries)
- e) Notation of pre-trip inspection (e.g., walk around) to ensure all components are present and in working order (e.g., lights, manufacturer's plate, etc.)
- f) Notation of any issues that arise during the trip (e.g., vehicle maintenance issues, unusual vehicle behaviors, etc.) and observations used as part of the trip purpose
- g) Any other information City would like to obtain or collect as part of its efforts to conduct research and development and/or testing of the Loaned Vehicle.