

**ADDENDUM TO VEHICLE BORROWER
APPLICATION AND AGREEMENT**

This Addendum to the Vehicle Borrower Application and Agreement ("Agreement") is made and entered into on this 21st day of July 2011, by and between Fort Bend County (hereinafter referred to as "COUNTY") and MAZDA MOTOR OF AMERICA, INC., d/b/a/ MAZDA NORTH AMERICAN OPERATIONS, (hereinafter referred to as "SPONSOR").

IN CONSIDERATION of the mutual promises contained in this Agreement, the parties mutually agree as follows:

- 1.01 SPONSOR in and shall remain the owner of the vehicle(s) subject to this Agreement. The Fort Bend County Sheriff's Office (hereinafter referred to as "SHERIFF") shall be and act as bailor for mutual benefit, and shall care and protect the vehicle(s) subject to this Agreement as property in bailment and according to the terms of this Agreement.
- 1.02 The term of this Agreement shall be for one year beginning on August 1, 2011 and end July 31, 2012. The Agreement shall not automatically renew. Either party may terminate this Agreement upon thirty (30) days prior written notice. Upon termination of this Agreement, SHERIFF shall be responsible for immediately returning the vehicle(s) to SPONSOR in the same condition as when originally loaned to SHERIFF by SPONSOR, excepting normal wear and tear.
- 1.03 SHERIFF agrees that the vehicle(s) will be used solely for the Kids N' Cops Program ("the Program".) Use of the vehicle(s) shall be pursuant to the SHERIFF'S Vehicle Policy. The SHERIFF representatives are subject to the same disciplinary actions as set forth in its Vehicle Policy for violating the vehicle's limited use, as set forth in this Agreement or in the Vehicle Policy. Notwithstanding any provision to the contrary, the vehicle(s) may be driven from the Program's function or SHERIFF'S premises, but in no event shall the vehicle(s) be used on any personal errand.
- 1.04 SPONSOR will furnish and be responsible for the required inspection certificate for the vehicle(s) under this Agreement and the legal title shall be and remain in SPONSOR'S name. The vehicle(s) shall at all times remain the property of and/or under the registered ownership of SPONSOR. SHERIFF acknowledges and agrees that it shall not acquire any right, title, or interest to the vehicle(s) hereunder, other than that of bailor and user.
- 1.05 All taxes and license charges, if any, levied on, or assessed against the vehicle(s) shall be borne by SPONSOR, including taxes and license charges levied or assessed by any tax or licensing authority on account of ownership or operation of the vehicle(s) during the term of this Agreement.
- 1.06 SPONSOR shall provide all routine repair and maintenance on the vehicle(s). SPONSOR shall not be responsible for repairs based upon the acts, omissions and/or abuse of the vehicle(s) during the loan and use by SHERIFF. Notwithstanding the preceding, prior to any repair or maintenance work to be performed by SPONSOR, SHERIFF shall notify SPONSOR of any repair and/or maintenance work required by the manufacturer's warrant, by the manufacturer's recommended service schedules, or by SHERIFF'S use or observation of the vehicle(s).
- 1.07 SHERIFF shall bear all normal operating expenses related to the vehicle(s), including, but not limited to, fuel and insurance premiums as set forth below. SHERIFF shall also be responsible for all fines, levies, and charges occurring as a result of vehicle(s) usage, including but not limited to, fines for citations (moving and non-moving) and toll fares. SHERIFF shall exercise its best efforts to maintain the vehicle(s) in its best operating condition, including routine visual and operational inspection and strict observance of the vehicle's manufacturer's required and recommended service schedules. SHERIFF also agrees to use its best efforts to keep the vehicle(s) clean.

- 1.08 COUNTY shall procure and maintain the following insurance with at least the following limits:
- 1) Worker's Compensation, as and to the extent required by law, for all drivers and passengers of the vehicle(s) who are employees of SHERIFF.
 - 2) Automobile – in an amount of at least \$1,000,000.00 per occurrence/aggregate for bodily injury and property damage. The policy shall name SPONSOR, its affiliated companies, and their respective shareholders, officers, representatives, agents, and employees as named insureds.
- 1.09 In addition, COUNTY shall waive, and shall cause its insurers to waive, all rights of subrogation.
- 1.10 **To the extent allowed by law, COUNTY shall RELEASE and HOLD HARMLESS SPONSOR, its parent and affiliated companies, its automobile dealers, and their respective shareholders, officers, representatives, agents, and employees from and against any and all alleged and actual claims, causes, actions, liabilities, damages, suits, fines, penalties, and costs and expense (including attorneys' and professionals' fees and court costs) arising from or caused by, in whole or in part, the acts and omissions, including but not limited to acts of negligence or intentional misconduct, of SHERIFF and/or its peace officers, directors, representatives, agents, employees, contractors, and invitees, and shall include the contributory and/or concurrent acts or omissions of SPONSOR, its parent and affiliated companies, and their respective shareholders, officers, representatives, agents, and employees, but shall not include the sole acts or omissions of such parties nor to the extent of any proven product liability.**
- 1.11 **It is agreed by SPONSOR and COUNTY that any action, real or assertive, at law or in equity, which arises out of or pertains to this Agreement, or arises out of any use of the operation of the vehicle(s) shall be governed by the laws of the State of Texas, without regard to any conflict or choice of laws, provision, or statute. Parties further consent that exclusive venue for actions arising out of this Agreement lies in Fort Bend County, Texas.**
- 1.12 Any and all notices or communication required or permitted under this Agreement shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

COUNTY: Fort Bend County Judge
Robert E. Hebert
301 Jackson, Suite 719
Richmond, TX 77469

DEPARTMENT: Fort Bend County Sheriff's Office
Attention: Milton Wright, Sheriff
1410 Williams Way Boulevard
Richmond, TX 77469

SPONSOR: Mazda Motor of America, Inc.
7755 Irvine Center Drive
Irvine, CA 92618-2906
Attn: General Counsel

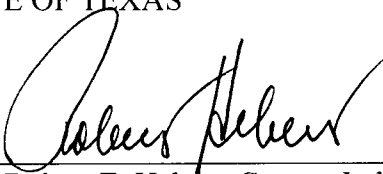
- 1.13 This Agreement constitutes the entire agreement by the parties hereto, and any prior or contemporaneously oral or written agreement shall be void and of no effect. All modifications or amendments to the Agreement shall be evidenced in writing, and any purported oral modifications of this Agreement shall be void. If there is a conflict between this Addendum and the Agreement, the provisions of the Addendum shall prevail.

- 1.14 In case any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall nevertheless be valid, binding, and effective, as if that invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- 1.15 It is specifically agreed by the parties that the mutual consideration involved herein includes the promotion of the Program.
- 1.16 COUNTY represents and warrants that it has complied with all legal, regulatory, departmental, and administrative policies and requirements in entering into and executing this Agreement, and that the person executing below on behalf of COUNTY is duly and properly authorized to execute this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the date below.

ACCEPTED AND AGREED TO:

FORT BEND COUNTY
STATE OF TEXAS

By: 
Robert E. Hebert, County Judge

MAZDA MOTOR OF AMERICA, INC.
d/b/a/ MAZDA NORTH AMERICAN OPERATIONS

By: 

Date: August 9, 2011

Kathleen Smith
(Printed Name)

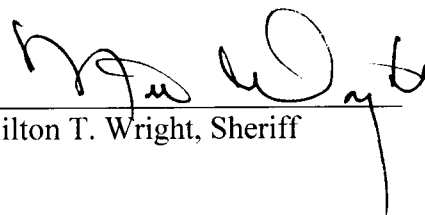
ATTEST:


Dianne Wilson, County Clerk

Treasurer
(Title)

7/21/11
(Date)

FORT BEND COUNTY SHERIFF

By: 
Milton T. Wright, Sheriff

