

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of December 6, 2011

ITEM # 31

ITEM TITLE: *(Please define the subject; e.g., change order – Berkeley City College)*

Approval of Toyota Technician Training Agreement and Prior Donations of Toyota Parts, Vehicles and Equipment for Automotive Technology Program – College of Alameda.

SPECIFIC BOARD ACTION REQUESTED:

Board Approval is requested of the Toyota Technician Training Agreement (the “T-TEN Agreement”) and anticipated future donations by Toyota thereunder of Toyota parts, vehicles and tools in support of the Automotive Technology Program (the “ATech Program”) at the College of Alameda, and of prior donations of Toyota parts, vehicles and tools by Toyota in support of the Program.

ITEM SUMMARY: *(PLEASE DISCUSS THIS ITEM)*

As part of Toyota’s Technician Training Program and in support of the Program and the College of Alameda, Toyota has donated, and will continue to donate under the T-TEN Agreement, vehicles, parts, tools and training aids in support of College of Alameda students’ learning experiences within the ATech Program. The T-Ten Agreement, together with a list of parts and materials (with a total estimated value of \$71,478.33) previously donated by Toyota and their disposition and a list of vehicles previously loaned or donated by Toyota (with a total estimated value as determined by Toyota of \$679,565), is attached.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

There is no cost to the District associated with the T-TEN Agreement, and the fiscal impact to the District is quite positive since the College of Alameda will not have to purchase vehicles or parts to service its experiential lab for the ATech students.

BACKGROUND/ANALYSIS:

DELIVERABLES/SCOPE OF WORK:

N/A

ANTICIPATED COMPLETION DATE:

N/A

ALTERNATIVES/OPTIONS:

N/A

EVALUATION AND RECOMMENDED ACTION:

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES _____ NO _____

COMMENTS:

DOCUMENT PREPARED BY:

Prepared by: Thuy Thi Nguyen
[Thuy Thi Nguyen, General Counsel]

Date: 11/23/11

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: _____

Date: _____

FINANCE DEPARTMENT REVIEW

Finance review required Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: Ron Gerhard by re
Ron Gerhard, Chief Financial Officer

Date: 11/30/11

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required Legal review *not* required

If Legal review is required, determination is: Approved Not Approved

Signature: _____
Thuy T. Nguyen, General Counsel

Date: _____

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda Not Approved, but Place on Agenda

Signature: Wise E. Allen
Wise E. Allen, Chancellor

Date: 11/30/11

School Name	Ship Date	Part Number	Qty Donated	Unit Value	Total Value	Fixed Asset Tag	Comments	Disposition
College of Alameda	2/18/2004	27060-15011-84	1	\$22.21	\$22.21		Alternator	Donation
College of Alameda	2/18/2004	27060-22180	1	\$74.00	\$74.00		Alternator	Donation
College of Alameda	2/24/2004	27060-22200	1	\$74.00	\$74.00		Alternator	Donation
College of Alameda	2/24/2004	35000-3D550	2	\$1,145.52	\$6,873.12		Transmission	Donation
College of Alameda	10/11/2010	60271-RWD-MT	6	\$950.00	\$1,900.00		Total order of Manual Transmissions from LKQ	Donation
College of Alameda	10/11/2010	60923 -RWD-MT	4	\$1,050.00	\$4,200.00		Total order of Manual Transmissions from LKQ	Donation
College of Alameda	10/11/2010	61285-FWD-MT	6	\$750.00	\$4,500.00		Total order of Manual Transmissions from LKQ	Donation
College of Alameda	12/21/2010	Capital +1K	3	\$5,000.00	\$15,000.00		Fiermont Engine \$5000.00 pc	Donation
College of Alameda	12/21/2010	Powertrain	1	\$2,500.00	\$2,500.00		5TDZY68A68S006538	Donation
College of Alameda		Powertrain	1	\$200.00	\$200.00		JTDKB20U153017137	Donation
College of Alameda		Powertrain	1	\$950.00	\$950.00		JTDKB20U153017137	Donation
College of Alameda		Powertrain	1	\$700.00	\$700.00		JTKKU10468J030897	Donation
College of Alameda		Powertrain	1	\$1,600.00	\$1,600.00		JTKKU10468J030897	Donation
College of Alameda		Powertrain	1	\$100.00	\$100.00		JTDK1923071097491	Donation
College of Alameda		Powertrain	1	\$1,000.00	\$1,000.00		JTDK1923071097491	Donation
College of Alameda	12/21/2010	Powertrain	1	\$2,495.00	\$2,495.00		5TDZY68A68S006538	Donation
College of Alameda		Powertrain	1	\$100.00	\$100.00		JTLKT324664078161	Donation
College of Alameda		Powertrain	1	\$200.00	\$200.00		JTLKT324664078161	Donation
College of Alameda		Powertrain	1	\$150.00	\$150.00		JTDBT903481290845	Donation
College of Alameda		Powertrain	1	\$900.00	\$900.00		JTDBT903481290845	Donation
College of Alameda		Powertrain	1	\$150.00	\$150.00		JTDK1903695247392	Donation
College of Alameda		Powertrain	1	\$1,150.00	\$1,150.00		JTDK1903695247392	Donation
College of Alameda		Powertrain	1	\$150.00	\$150.00		JTDBT903881285969	Donation
College of Alameda		Powertrain	1	\$850.00	\$850.00		JTDBT903881285969	Donation
College of Alameda		Powertrain	1	\$1,800.00	\$1,800.00		JTHB146G492296867	Donation
College of Alameda		Powertrain	1	\$1,900.00	\$1,900.00		JTHB146G492296867	Donation
College of Alameda		Powertrain	1	\$500.00	\$500.00		1NXBU40E99Z151694	Donation
College of Alameda	12/21/2010	Powertrain	1	\$1,450.00	\$1,450.00		1NXBU40E99Z151694	Donation
College of Alameda	12/21/2010	Powertrain	1	\$2,495.00	\$2,495.00		5TDZY68A88S005987	Donation
College of Alameda	12/21/2010	Powertrain	1	\$2,500.00	\$2,500.00		5TDZY68A88S005987	Donation
College of Alameda	1/2/2007	Powertrain	1	\$400.00	\$400.00		VIN #JTEGF21A030088807	Donation
College of Alameda	1/4/2010	Super Changer	1	\$4,000.00	\$4,000.00	2920	VIN #JTDDBT123150347051	Donation
College of Alameda	1/4/2010	Super Changer	1	\$4,000.00	\$4,000.00	2913	To be used as training aid only.	Donation
College of Alameda	1/15/2008	TECHSTREAM	1	\$6,395.00	\$6,395.00	FA100893	To be used as training aid only.	Donation
				\$47,900.73	\$71,478.33		(1 of 1 Techstream)	5 yr Loan

Vehicle Inventory Report

ALL Dates

Area #: 2

College of Alameda

Region: SF

Average Fleet Age: 5

CURRENT INVENTORY for College of Alameda

Model	Model No	Trans Type	Year	VIN	Shipped Date	Est Value	Vehicle Use	Prototype	Source
Camry			2004	4T1BE32K34U264317	7/1/2004	\$15,600	TRAINING	No	PURCHASE - AUCTION
Camry			2002	4T1BF30K12U001014	3/1/2005	\$13,500	TRAINING	Yes	TOYOTA VOG & PRODUCT PLANNING
TUNDRA			2004	5TBDT44104S458569	4/27/2009	\$18,000	TRAINING	No	DONATION FROM CR - BUY BACK
Camry			2003	4T1BF30K03U564203	6/14/2005	\$12,000	TRAINING	No	DONATION FROM CR - BUY BACK
Camry			2004	4T1BE32K04U335960	9/19/2005	\$14,425	TRAINING	No	PURCHASE - AUCTION
Camry			2005	4T1BE32K95U008569	4/27/2009	\$15,410	TRAINING	No	PURCHASE - AUCTION
Camry			2005	4T1BE32K95U617919	1/12/2006	\$19,000	TRAINING	No	DONATION FROM CR - BUY BACK
COROLLA			2003	1NXBR32E63ZPPP106	3/30/2006	\$13,000	TRAINING	Yes	TOYOTA VOG & PRODUCT PLANNING
TACOMA 4X2			2007	5TENX22N17Z328446	12/1/2006	\$14,080	TRAINING	No	TOYOTA VOG & PRODUCT PLANNING
COROLLA - NUMMI			2007	1NXBR32E37Z783855	5/21/2007	\$16,175	TRAINING	No	PURCHASE - AUCTION
HIGHLANDER			2004	JTEDF21A540001002	5/6/2008	\$11,875	TRAINING	No	TLS DAMAGED VEHICLES
SEQUOIA TMMI			2001	5TDBT48A81S039177	6/10/2008	\$13,725	TRAINING	No	DONATION FROM CR - BUY BACK
Tundra			2002	5TBKT44122S281138	6/10/2008	\$9,025	TRAINING	No	TLS DAMAGED VEHICLES
SCION XA			2006	JTKKT604860130639	4/10/2008	\$16,000	TRAINING	Yes	TOYOTA VOG & PRODUCT PLANNING
RAV4			2006	JTMBK33V166000008	8/19/2008	\$18,075	TRAINING	Yes	TOYOTA VOG & PRODUCT PLANNING
Yaris			2007	JTDJT923365009005	10/9/2008	\$13,700	TRAINING	Yes	TOYOTA VOG & PRODUCT PLANNING
Avalon			2005	4T1BK36B25U001062	9/30/2008	\$21,575	TRAINING	Yes	TOYOTA VOG & PRODUCT PLANNING
GX470			2003	JTJBT120X630001003	11/5/2008	\$4,000	TRAINING	Yes	LEXUS VOG & PRODUCT PLANNING
RX300			2004	JTJGA31U540001002	11/5/2008	\$4,000	TRAINING	Yes	LEXUS VOG & PRODUCT PLANNING
PRUIS			2007	JTDKB20U877648589	1/13/2009	\$18,250	TRAINING	No	DONATION FROM CR - BUY BACK
CAMRY SOLARA - TMMK			2006	4T1CA38P06U082841	4/9/2009	\$10,725	TRAINING	No	DONATION FROM CR - BUY BACK
Camry			2008	4T1BE46K67U001016	4/10/2009	\$15,350	TRAINING	Yes	TOYOTA VOG & PRODUCT PLANNING
AVALON - Prototype			2005	4T1BK36BX5U001066	3/26/2009	\$13,425	TRAINING	Yes	TOYOTA VOG & PRODUCT PLANNING
HIGHLANDER HYBRID			2006	JTEDW21A560016122	9/3/2009	\$20,175	TRAINING	No	DONATION FROM CR - BUY BACK
CAMRY - IMPORT			2008	JTNBK46K483036282	11/5/2009	\$19,150	TRAINING	No	DONATION FROM CR - BUY BACK

Vehicle Inventory Report

All Dates

Model	Year	VIN	Acquire Date	Price	Category	Condition	Disposition
RX 350	2010	JTJZK1BA9A2404124	11/6/2009	\$46,575	TRAINING	No	TLS DAMAGED VEHICLES
Venza-Prototype	2009	4T3BK1A79U001008	2/16/2010	\$30,500	TRAINING	Yes	TOYOTA VOG & PRODUCT PLANNING
Tundra	2007	5TFRT54147X0X32	3/12/2010	\$22,625	TRAINING	Yes	TOYOTA VOG & PRODUCT PLANNING
SCION TC	2007	JTKDE177370173431	3/9/2010	\$12,400	TRAINING	No	DONATION FROM CR - BUY BACK
TACOMA 4X2	2009	5TEYX22N89Z631718	5/14/2010	\$16,825	TRAINING	No	DONATION FROM CR - BUY BACK
Highlander	2010	5TDDK3EH9AS013338	5/3/2010	\$36,975	TRAINING	No	TLS DAMAGED VEHICLES
4 Runner	2006	JTEBT14R668025215	6/8/2010	\$21,500	TRAINING	Yes	TOYOTA VOG & PRODUCT PLANNING
ScionTC	2009	JTKDE167590300507	7/2/2010	\$15,175	TRAINING	No	DONATION FROM CR - BUY BACK
HIGHLANDER HYBRID	2009	JTEEW44A492033515	8/3/2010	\$35,625	TRAINING	No	DONATION FROM CR - BUY BACK
Camry	2010	4T1BF3EK2AU504834	8/5/2010	\$19,025	TRAINING	No	PURCHASE - AUCTION
Matrix	2009	2T1KE40E79C001016	4/1/2011	\$14,075	TRAINING	No	TOYOTA VOG & PRODUCT PLANNING
Sienna	2011	5TDKK3DC1BS083205	4/25/2011	\$28,575	TRAINING	No	TLS DAMAGED VEHICLES
CAMRY - TMM	2011	4T1BF3EK6BU754448	11/1/2011	\$19,450	TRAINING	No	TLS DAMAGED VEHICLES



Technician Training & Education Network TRAINING AGREEMENT

This Agreement is made this 4th day of November 2011 between Toyota Motor Sales, U.S.A., Inc. on behalf of its Toyota and Lexus divisions (hereinafter collectively referred to as "Toyota") and **Peralta Community College District on behalf of its College of Alameda** (hereinafter referred to as "School").

RECITALS

A. Toyota has established a program pursuant to which Toyota provides support to educational institutions with the goal of providing more accessible technical training to Toyota and Lexus dealer franchise technicians and developing qualified entry level technicians for Toyota and Lexus dealer franchises known as the Technician Training & Education Network ("T-TEN Program").

B. School desires to participate in the T-TEN Program with the goal of providing for its automotive students, a high quality educational experience that parallels today's technology.

NOW, THEREFORE, Toyota and School agree as follows:

Section A - School's Obligations

T-TEN Program Policies and Procedures Manual. The obligations of the School and the requirements to be met by the School with respect to its participation in the T-TEN Program, including certification requirements, instructor qualifications and training, curriculum, recruiting, accounting and administrative and other matters are as specified in the Technician Training & Education Network Policies and Procedures Manual, as in effect from the date of this Agreement and from time to time thereafter upon receipt of any revisions or changes thereto by School, (hereinafter referred to as the "Manual"). School agrees and acknowledges that its agreement to meet such obligations and requirements are a condition to the School's continuing participation in the T-TEN Program and to Toyota's obligation to continue to provide support of the School's T-TEN Program as agreed upon herein by the School and Toyota. In addition to complying with its obligations under the Manual, the School agrees as follows:

1. School must be National Automotive Technicians Education Foundation (NATEF) certified in the areas indicated below:
 - Automatic Transmissions
 - Brakes
 - Electrical Systems
 - Engine Performance
 - Engine Repair
 - Heating and Air Conditioning
 - Manual Transmission/Transaxle
 - Suspension and SteeringSchool is responsible for ensuring that its NATEF certifications are current. NATEF certifications must be renewed every five years. See Policy S-9, T-TEN Program Instructional Certification, in the Manual.
2. School shall provide an appropriate number of days of in-service release time per year for appropriate full-time automotive instructors to attend Toyota technical training courses needed to maintain Toyota Certification. See Policy S-8, Instructor Certification Requirement, in the Manual.

3. School shall appoint a program coordinator who will represent the School in all matters relating to this Agreement and who will be considered by Toyota as the key contact person. See Policy S-1, Program Coordinator Responsibilities, in the Manual.
4. In the spirit of collaboration established by this Agreement, the School agrees to expand the scope of its automotive program as necessary to meet the curriculum, facilities and other requirements specified in the Manual. See Policy S-3, T-TEN Manufacturer's Curriculum and Policy S-13, Facilities Requirements, in the Manual.
5. When the School no longer desires to use equipment, vehicles or components furnished to the School by Toyota for use in the School's training programs, the School shall dispose of such items in compliance with the terms of the Manual and all applicable laws. School shall not sell or transfer, or permit the sale or transfer of equipment, vehicles or components or portions thereof, without prior written approval of or notice to Toyota, as specified in the Manual. See Policy S-16, Instructional Support: Equipment, Training Aids and Materials and Policy S-17, Instructional Support: Training Vehicles, in the Manual.

Section B - Toyota Obligations

As detailed in the Manual, Toyota will provide training and financial support, including the following:

1. Toyota shall make available a minimum of one (1) training space in each Toyota course scheduled at the School's facility (or, if courses are not held at the School, at a Toyota District or Regional Training Center) for the purpose of in-service training of the School's automotive instructors. See Policy S-8, Instructor Certification Requirements, in the Manual.
2. Toyota shall provide, through donation or loan, training aids selected by Toyota, vehicles for use in training, as well as special service tools, parts, materials and equipment selected and deemed necessary by Toyota ("Training Items"), in each case, when available and applicable to the School's need. Generally, need is determined by Toyota with reference to the number of students enrolled and/or the average annual T-TEN Program graduate count from the School. The School is responsible for procuring insurance against loss of all Training Items, and for obtaining automotive liability insurance with respect to any vehicle provided by Toyota to the School in connection with the T-TEN Program that is permitted to be driven on public streets. See Policy S-16, Instructional Support: Equipment, Training Aids and Materials, and Policy S-17, Instructional Support: Training Vehicles, in the Manual, and the Corporate Support Program Dollar Sale Titled Vehicle Purchase, Sale and Release Agreement (Exhibit A).
3. As specified in the Manual, provision of the Training Items by Toyota shall be contingent on the School's execution of the attached Master Vehicle Loan and/or Donation and Release Agreement for vehicles which are not permitted to be driven and the Master Equipment Training Aid and Material Loan and/or Donation and Release Agreement for materials, tools, parts and equipment. Vehicles permitted to be driven must be purchased by the School under the terms of a Corporate Support Program Dollar Sale Titled Vehicle Purchase, Sale and Release Agreement executed by the School with respect to each such purchase.
4. Curriculum - Toyota shall provide the School with a recommended student curriculum containing Toyota-specific automotive course recommendations for all T-TEN Programs. See Policy S-3, Manufacturer's Curriculum, in the Manual.

Section C - Worksite Education Experience, Dealer Advisory Committee, Recruitment and Placement

School acknowledges that an essential element of the T-TEN Program is the requirement that each student participates in a worksite education experience with a Toyota or Lexus dealer. School will have sole responsibility for coordinating the worksite education experience and to ensure placement and sponsorship of each student in a franchise dealer. See Policy S-4, Worksite Education Requirements, in the Manual. School further agrees to establish a Toyota and Lexus dealer advisory committee to monitor student quality, technician demand and implement curriculum refinements to meet dealer needs. See Policy S-10, Dealer Advisory Committee, in the Manual.

All hiring decisions are made by individual Toyota and Lexus dealers. Each Toyota and Lexus dealer is an independent business entity and Toyota exercises no direction or control over students' worksite education experiences in Toyota and Lexus dealerships. Toyota does not guarantee that any student will be employed by a Toyota or Lexus dealer; in either worksite education experience or after graduation.

Section D - Communication and Reporting

Toyota has established an electronic communication and document processing system (T-TEN Online) which it shall make available to the School. T-TEN Online will be used by Toyota and the School as the principal means of communication and reporting in connection with the School's participation in the T-TEN Program. School agrees to (a) abide by all security restrictions established by Toyota from time to time in connection with T-TEN Online; and (b) acquire and maintain computer hardware and software necessary to connect to T-TEN Online at the School's facility. See Policy S-14, Online Resources, in the Manual.

Section E - [Intentionally Left Blank.]

Section F - Term of Agreement

This Agreement shall commence on the date that the last of the parties execute this document and shall continue for a term of two years thereafter, at which time it is subject to renewal or renegotiation on the part of the School and Toyota; provided, however, that either party may terminate this Agreement at any time, with or without cause, with a minimum of thirty (30) days prior written notice being provided to the other party to the attention of person identified by name and title below provided however that such termination shall not be effective until the end of the then current semester.

Should Toyota or the School decide to terminate this agreement, all loaned items shall be returned to Toyota. Donated equipment and components to be returned to Toyota shall be discussed and mutually agreed upon by both parties. See Policy S-16, Instructional Support: Equipment, Training Aids and Materials, and Policy S-17, Instructional Support: Training Vehicles, in the Manual. All parties shall cooperate in the orderly winding down of the School's T-TEN training program, including the completion of any training courses in progress at the time of termination, and support of students enrolled in the program.

Section G - Status of Parties

Toyota and School are each independent and unrelated entities and enter into this Agreement as independent contractors with respect to the other. Neither Toyota nor School shall consider the other its employee, partner, agent, or principal, nor shall this Agreement be construed to create a partnership or joint venture. Each party is solely responsible for the payment of all federal, state, and local payroll taxes relating to its employees and for providing the requisite unemployment insurance and workers' compensation coverage for its employees. Neither party is an agent of the other and has no authority to bind the other party to any obligation other than those specifically set forth herein.

Section H – Dispute Resolution

Except for claims for provisional equitable relief (e.g., the right to pursue injunctive relief, or any other relief to preserve the status quo) or the enforcement of an award of arbitrators in any court, all disputes, claims and/or causes of action arising hereunder (including without limitation, any alleged violation of this Agreement, any controversy relating to the enforceability of this Section, or any claim that this Agreement (or any part thereof) is invalid, illegal or otherwise voidable (or void)) (collectively, "Dispute") shall be settled in an amicable discussion between the signatories to this Agreement including their appointee or successors. If any Dispute should arise between the parties which cannot be resolved in such manner, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order), the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to, the International Institute for Conflict Prevention and Resolution (formerly known as the CPR Institute for Dispute Resolution) ("CPR"), JAMS, or what is commonly referred to as Rent-a-Judge. The selection of an organization shall be made within ten (10) business days after notification from one party to the other of a desire to mediate a Dispute. If an organization/judge and applicable rules have not been agreed upon within such ten-day period, then the Dispute shall be mediated in accordance with the CPR Mediation Procedure, and a single mediator will be chosen by CPR. If the parties are unable to resolve the Dispute within sixty (60) days of submission to the mediation organization, then either party may file suit solely in any court of competent jurisdiction in the County of Los Angeles, State of California. The parties irrevocably submit to venue and exclusive personal jurisdiction in the federal and state courts in Los Angeles County, California, for any Dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts. Nothing contained in this Section shall be interpreted to prevent a party from filing a cross-complaint or counter suit against another party.

Section I – Governing Law

This Agreement shall be governed in all respects by the laws of the State of California.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Peralta Community College:

Toyota:

By: _____

By: _____

Name: Dr. Wise E Allen

Name: David G. Camden

Title: Chancellor (authorized agent)

Title: Vice President of Dealer Operations

Date: _____

Date: _____

College Approval:

Dr. Janett N. Jackson,
President, College of Alameda
(for internal reference only)

Date: _____

Approved as to legal form:

Office of the General Counsel
Peralta Community College District

Date: _____

[Signature Page]

Exhibit A – DO NOT SIGN

**TOYOTA CORPORATE SUPPORT PROGRAM
DOLLAR SALE TITLED VEHICLE PURCHASE, SALE AND RELEASE AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2011,
by and between TOYOTA MOTOR SALES, U.S.A., INC., Technician Training & Education Network
(collectively, "Toyota"), and _____

("PURCHASER") with reference to
the following:

Name Location

Purchaser is a party to a Toyota Technician Training & Education Network Training Agreement with Toyota. Toyota has agreed to sell a Toyota vehicle (the "Vehicle"), as described below, to Purchaser on certain conditions as set forth below.

Year Make Model Vehicle Identification Number

NOW, THEREFORE, the parties agree as follows:

1. Toyota hereby sells, transfers and conveys to Purchaser all right, title and interest in and to the Vehicle, described more particularly as:

The purchase price for the Vehicle is one Dollar (\$1.00), such purchase price payable no later than the date that the Vehicle is delivered to Purchaser. Purchaser shall register the Vehicle in Purchaser's name in the state where the Vehicle will be garaged. Purchaser agrees to register the Vehicle in Purchaser's name in compliance with the laws of the state in which the Vehicle will be garaged.

2. Purchaser acknowledges and agrees that the Vehicle is being purchased "AS-IS" and "WITH ALL FAULTS." Purchaser understands and agrees that the Vehicle is not covered by any warranty or representation, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. Toyota has made no representations or statements regarding the capability of the Vehicle to perform any use or function contemplated by Purchaser and Purchaser does not rely on any such statements in accepting the Vehicle.

3. Toyota understands that the Vehicle will be used by Purchaser in whole or in part for educational purposes in connection with Purchaser's automotive repair training curriculum, and that students will be working on the Vehicle. Toyota shall not be liable for any loss or damage to Purchaser, or to anyone else or any other entity, nor to any property of same, of any kind and howsoever caused, connected with, arising from, related to or based upon the sale, use, operation, testing, condition, ownership or transfer of the Vehicle, whether caused by the Vehicle, or the repair, maintenance, or equipment thereof, or by any failure or interruption of service thereof. Purchaser hereby releases and discharges Toyota, its parent, subsidiaries and affiliated companies, and each of their respective shareholders, directors, officers, employees and agents (the "Toyota Parties"), from any and all liability and from any and all damages and claims arising from any alleged defects, of any nature, whether known or unknown, related to the Vehicle. Purchaser expressly waives the rights and benefits available to it under the provision of Section 1542 of the California Civil Code ("Section 1542") which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Exhibit A – DO NOT SIGN

**TOYOTA CORPORATE SUPPORT PROGRAM
DOLLAR SALE TITLED VEHICLE PURCHASE, SALE AND RELEASE AGREEMENT**

3. Continued.

Purchaser fully understands the statutory language of Section 1542 and elects to assume all risks in connection with the Vehicle hereafter arising, known or unknown, and waives all rights it may have against Toyota under Section 1542 or any analogous state or federal law or regulation.

4. Purchaser has sole responsibility for performing all service, maintenance and repair of the Vehicle at no cost to Toyota. If Purchaser intends to permit the Vehicle to be driven at any time, Purchaser shall be solely responsible for maintaining liability and uninsured motorist insurance on the Vehicle at the minimum statutory limits required by the laws of the State in which Purchaser will garage the Vehicle as applicable to Purchaser.

5. To the extent permitted by Law, Purchaser agrees to defend, indemnify and hold harmless the Toyota Parties of and from any and all 3rd party claims, losses, causes of action, damages or expenses, including without limitation attorneys' fees and costs of investigation and litigation, that may be asserted or arise from or out of any use, maintenance or operation of, or the performance of any activity upon, the Vehicle.

6. This Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Agreement. This Agreement shall be governed by the internal laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Training Partner Name entered here

Toyota Motor Sales, USA, Inc.

By: _____

By: _____

Name: _____

Name: Rick Lester

Title: _____

Title: Training Development Manager

Date: _____

Date: _____

**TOYOTA
CORPORATE SUPPORT PROGRAM
MASTER VEHICLE LOAN AND RELEASE AGREEMENT
(PRODUCTION AND/OR PROTOTYPE VEHICLES)**

THIS AGREEMENT made and entered into this 4th day of November 2011, by and between TOYOTA MOTOR SALES, USA, INC., TECHNICIAN TRAINING & EDUCATION NETWORK (collectively, "TOYOTA") and

**Peralta Community College District on
behalf of its College of Alameda**

Recipient

**555 Atlantic Avenue
Alameda, CA 94501**

Location

("BORROWER") with reference to the following:

- A. BORROWER is a participant in the Toyota Technician Training & Education Network Program ("T-TEN Program") pursuant to the terms and conditions of a Toyota Technician Training & Education Network Training Agreement ("T-TEN Training Agreement") and the T-TEN Program Policies and Procedures Manual ("Manual").
- B. TOYOTA may provide support to BORROWER in the form of loans (each, a "Loan") of one or more TOYOTA vehicles (collectively, and in respect of each individual Loan, the "Loaned Vehicles"); in accordance with the criteria specified in the Manual. TOYOTA and BORROWER agree that the terms of its use of such Loaned Vehicles shall be governed by the terms of this Master Vehicle Loan Agreement.

NOW, THEREFORE, the parties agree as follows:

- 1. Each Loan of one or more vehicles shall be identified by TOYOTA upon shipment of such Loaned Vehicles to BORROWER in a Vehicle Resource Loan Confirmation of Receipt referencing this Master Loan Agreement ("Receipt") furnished by TOYOTA to BORROWER in the form attach hereto as Exhibit A, which Receipt shall specify the VIN, model year, and model name of each vehicle included in the Loan, and the maximum term of the Loan of such vehicle ("Maximum Loan Term"). BORROWER shall verify that each vehicle included in a Loan matches the description in the related Receipt, and if such information does not match, shall correct the Receipt as instructed by TOYOTA, before executing and returning the executed copy of the Receipt to TOYOTA.
- 2. BORROWER acknowledges that TOYOTA'S agreement to make each Loan is subject to the condition that the Loaned Vehicles be used solely for training and schooling purposes, and execution by BORROWER of each Receipt shall evidence BORROWER'S acknowledgement of receipt of the related Loan subject to the terms and conditions of this Master Loan Agreement, and BORROWER'S agreement to use such Loaned Vehicles solely for training and schooling purposes.
- 3. BORROWER agrees that no Loaned Vehicle will be driven at any time.
- 4. BORROWER acknowledges that no Loan Item loaned to BORROWER hereunder is commercially acceptable for retail sale, and BORROWER accepts each Loan "as is."
- 5. BORROWER hereby releases and discharges TOYOTA from any and all liability, and from any and all damages and claims arising from any alleged defects, of any nature, whether known or unknown, in all Loaned Vehicles provided in each Loan.
- 6. To the extent permitted by law, BORROWER shall indemnify TOYOTA and hold TOYOTA harmless of and from any and all liabilities that may be asserted or arise by reason of, or out of any use, or performance of any activity upon any of the Loaned Vehicles.

**TOYOTA
CORPORATE SUPPORT PROGRAM
MASTER VEHICLE LOAN AND RELEASE AGREEMENT
(PRODUCTION AND/OR PROTOTYPE VEHICLES)**

7. This Agreement is one for the Loan of the Loaned Vehicles only and BORROWER will not acquire any right, title or interest to the Loaned Vehicles, other than as a borrower of such items for the term of the Loan applicable to each such Loaned Vehicle. BORROWER agrees that it will immediately surrender each Loaned Vehicle not later than the expiration of the Maximum Loan Term for that Loaned Vehicle specified in the applicable Receipt. TOYOTA or its representatives will arrange with BORROWER to pick up such Loaned Vehicles at reasonable hours from BORROWER at BORROWER's premises. BORROWER will not dispose of any Loaned Vehicles, nor assign, pledge, transfer or encumber this agreement, nor any rights or obligations hereunder. Borrower has no right or option to purchase any of the Loaned Vehicles at the end of or during the applicable Loan Term.

8. At any time during this Agreement, TOYOTA or its representatives may take immediate possession of any Loaned Vehicles so long as TOYOTA or its representatives does so lawfully and peacefully. To take any Loaned Vehicles, TOYOTA or its representatives can enter Borrower's property or the property where the Loaned Vehicle(s) is/are stored, so long as TOYOTA or its representatives enter the property and take the Loaned Vehicle(s) lawfully and peacefully. If there is any personal property in any Loaned Vehicle(s), such as clothing, TOYOTA or its representatives may store same at Borrower's expense or dispose of said personal property in accordance with applicable law. The rights and remedies of TOYOTA hereunder are not exclusive, but are in addition to any other rights or remedies provided under law or at equity.

9. This Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Borrower

Toyota Motor Sales, USA, Inc.

By _____

Name:

TITLE

By _____

Name: Rick Lester

Technician Development Manager

TITLE

Exhibit A – DO NOT SIGN

T-TEN Training Vehicle Loan Confirmation of Receipt

Training Partner Name:
Address:
City, State, Zip:

Please verify that the vehicle description and the Vehicle Identification Number (VIN) or other unique identification mechanism on this resource confirmation receipt match the one on the vehicle(s) you received. If discrepancies are found inform your area manager and make any corrections on this receipt. Complete the bottom portion and sign where indicated so Toyota may confirm the Training Partner's receipt of the Loaned vehicles described below for our records.

Toyota has delivered following vehicle(s) to you:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>Maximum Loan Period</u>
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By signing this document the Training Partner acknowledges and confirms receipt of the above listed ("Loaned") vehicle(s) and that receipt and use of such Loaned vehicles are limited to the Maximum Loan Term specified in the above, and is subject to the terms and conditions of the Toyota Technician Training & Education Network Training Agreement, T-TEN Policies and Procedures Manual (S-17) and the Master Loan and Release Agreement between the Training Partner and Toyota.

Coordinator Name

Title

Signature

Date

Please retain a copy and return completed form to:
T-TEN Training Aid Management
C/O Impartial Services Group
105 Decker Court, Suite 300
Irving, TX 75062
Attn. Karen Watts
800-215-6230 ext 540
KWatts@impartialservices.com

**TOYOTA
CORPORATE SUPPORT PROGRAM
MASTER EQUIPMENT, TRAINING AID AND MATERIAL LOAN AND/OR DONATION AND
RELEASE AGREEMENT
(EQUIPMENT, COMPONENTS, MATERIALS)**

THIS AGREEMENT made and entered into this 4th day of **November 2011**, by and between TOYOTA MOTOR SALES, USA, INC., TECHNICIAN TRAINING & EDUCATION NETWORK (collectively, "TOYOTA") and

**Peralta Community College District on
behalf of its College of Alameda**

**555 Atlantic Avenue
Alameda, CA 94501**

Recipient

Location

("RECIPIENT") with reference to the following:

- A. RECIPIENT is a participant in the Toyota Technician Training & Education Network Program ("T-TEN Program") pursuant to the terms and conditions of a Toyota Technician Training & Education Network Training Agreement ("T-TEN Training Agreement") and the T-TEN Program Policies and Procedures Manual ("Manual").
- B. TOYOTA may provide support to RECIPIENT in the form of loans (each, a "Loan") or in the form of donations (each, a "Donation") of one or more TOYOTA service training items, including, but not limited to parts, materials, tools and equipment (collectively, and in respect of each individual Loan, the "Loaned Items", and in respect of each individual Donation, the "Donated Items"); in accordance with the criteria specified in the Manual. TOYOTA and RECIPIENT agree that the terms of its use of both Loaned Items and Donated Items shall be governed by the terms of this Master Equipment, Training Aid and Material Loan and/or Donation Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Each Loan and each Donation of parts, tools and materials shall be identified by TOYOTA in a Quarterly Material Resource Confirmation of Receipt referencing this Master Equipment, Training Aid and Material Loan and/or Donation Agreement ("Quarterly Receipt") furnished by TOYOTA to RECIPIENT (see Exhibit A). Each Quarterly Receipt shall specify the materials and parts loaned and/or donated to RECIPIENT during the preceding quarter. Loaned items are identified as such, if the Maximum Term for such items in the Quarterly Receipt is a fixed number of years and/or months. Donated Items are identified as such if the Maximum Term for such items specified in the Quarterly Receipt is "indefinite." RECIPIENT shall verify that it has received and has such items in its possession before executing and returning the executed copy of the Quarterly Receipt to TOYOTA.
2. Each equipment Loan or Donation shall be identified by TOYOTA upon shipment to RECIPIENT in an Equipment Resource Confirmation of Receipt referencing this Master Equipment, Training Aid and Material Loan and/or Donation Agreement ("Receipt") furnished by TOYOTA to RECIPIENT, which Receipt shall contain a description of the equipment and specify the Serial Number and Model Name of each piece of equipment included in the Loan and/or Donation (see Exhibit B). Loaned items are identified as such, if the Maximum Term for such items in the Receipt is a fixed number of years and/or months. Donated Items are identified as such if the Maximum Term for such items specified in the Receipt is "indefinite." RECIPIENT shall verify that each piece of equipment included in a Loan matches the description in the related Receipt, and if such information does not match, shall correct the Receipt as instructed by TOYOTA, before executing and returning the executed copy of the Equipment Resource Receipt to TOYOTA.
3. RECIPIENT acknowledges that TOYOTA'S agreement to make each Loan is subject to the condition that the Loaned Items be used solely for training and schooling purposes, and execution by RECIPIENT of each Receipt shall evidence RECIPIENT'S acknowledgement of receipt of the related Loan subject to the terms and conditions of this Master Equipment, Training Aid and Material Loan and/or Donation Agreement, and RECIPIENT'S agreement to use such Loaned Items solely for training and schooling purposes.

**TOYOTA
CORPORATE SUPPORT PROGRAM
MASTER EQUIPMENT, TRAINING AID AND MATERIAL LOAN AND/OR DONATION AND
RELEASE AGREEMENT
(EQUIPMENT, COMPONENTS, MATERIALS)**

4. RECIPIENT acknowledges that no Item provided to RECIPIENT hereunder is commercially acceptable for retail sale, and RECIPIENT accepts each Loan and Donation "as is."
5. RECIPIENT hereby releases and discharges TOYOTA from any and all liability, and from any and all damages and claims arising from any alleged defects, of any nature, whether known or unknown, in all Loaned Items and Donated Items provided in each Loan and Donation, as applicable.
6. To the extent permitted by law, RECIPIENT shall indemnify TOYOTA and hold TOYOTA harmless of and from any and all liabilities that may be asserted or arise by reason of, or out of any use, or performance of any activity upon any of the Loaned Items and Donated Items.
7. With respect to Loaned Items only, this Agreement is one for the Loan of the Loaned Items only and RECIPIENT will not acquire any right, title or interest to the Loaned Items, other than as a Recipient of such items for the term of the Loan applicable to each such Loaned Item. RECIPIENT agrees that it will immediately surrender each Loaned Item not later than the expiration of the Maximum Loan Term for that Loaned Item specified in the applicable Receipt. TOYOTA or its representatives will arrange with RECIPIENT to pick up such Loaned Items at reasonable hours from RECIPIENT at RECIPIENT's premises. RECIPIENT will not dispose of any Loaned Items, nor assign, pledge, transfer or encumber this agreement, nor any rights or obligations hereunder. RECIPIENT has no right or option to purchase any of the Loaned Items at the end of or during the applicable Loan Term.
8. At any time during this Agreement, TOYOTA or its representatives may take immediate possession of any Loaned Items so long as TOYOTA or its representatives does so lawfully and peacefully. To take any Loaned Items, TOYOTA or its representatives can enter RECIPIENT's property or the property where the Loaned Item(s) is/are stored, so long as TOYOTA or its representatives enter the property and take the Loaned Item(s) lawfully and peacefully. If there is any personal property in any Loaned Item(s), such as clothing, TOYOTA or its representatives may store same at RECIPIENT's expense or dispose of said personal property in accordance with applicable law. The rights and remedies of TOYOTA hereunder are not exclusive, but are in addition to any other rights or remedies provided under law or at equity.
9. This Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Recipient

Toyota Motor Sales, USA, Inc.

By _____

Name:

TITLE

By _____

Name: Rick Lester

Technician Development Manager

TITLE

Exhibit A – DO NOT SIGN

T-TEN Materials Resource Loan Confirmation of Receipt

Training Partner Name:
Address:
City, State, Zip:
Training Partner Dealer Code:

Toyota is providing the subject materials to the Borrower identified above ("Training Partner") for the Maximum Loan Period specified in the attached report. Please review the attached report. Then, fill out, sign and return the requested information so that we may confirm your receipt of the Borrowed Items on behalf of the Training Partner for our records.

Detach the report from this form; fill in the report number and total value found on the attached report. Then sign and return this completed form to the address below. If there are any discrepancies between the report and the items you actually received, please inform you're Toyota representative. Then indicate the discrepancies on a copy of the report and submit it with this form.

Report Number: _____

Total Value: \$ _____

By signing this document the Training Partner acknowledges and confirms receipt of the above listed item(s) ("Loaned Items") and that receipt and use of such Loaned Items are limited to the Maximum Loan Term specified in the attached report, and is subject to the terms and conditions of the Toyota Technician Training & Education Network Training Agreement, T-TEN Policies and Procedures Manual (Policy S-16) and the Master Loan and Release Agreement between the Training Partner and Toyota.

Coordinator Name

Title

Signature

Date

Please retain a copy and return completed form to:
T-TEN Training Aid Management
C/O Impartial Services Group
105 Decker Court, Suite 300
Irving, TX 75062
Attn. Karen Watts
800-215-6230 ext 540
KWatts@impartialservices.com

Exhibit B - DO NOT SIGN

T-TEN Equipment Resource Loan Confirmation of Receipt

Training Partner Name:
Address:
City, State, Zip:
Training Partner Dealer Code:

Toyota is providing the equipment below to the Borrower identified above ("Training Partner") for the Maximum Loan Period specified below. Please review the information and if there are any discrepancies with the items you actually received inform you're Toyota representative. Write your corrections on this form sign and return the completed form to the address below so that we may confirm your receipt of the Borrowed Items on behalf of the Training Partner for our records.

Toyota has delivered following equipment to you:

<u>Equipment Description:</u>	<u>Model Name</u>	<u>Serial Number</u>	<u>Maximum Loan Term</u>
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By signing this document the Training Partner acknowledges and confirms receipt of the above listed item(s) ("Loaned Items") and that receipt and use of such Loaned Items are limited to the Maximum Loan Term specified in the above, and is subject to the terms and conditions of the Toyota Technician Training & Education Network Training Agreement, T-TEN Policies and Procedures Manual (Policy S-16) and the Master Loan and Release Agreement between the Training Partner and Toyota.

Coordinator Name

Title

Signature

Date

Please retain a copy and return completed form to:
T-TEN Training Aid Management
C/O Impartial Services Group
105 Decker Court, Suite 300
Irving, TX 75062
Attn. Karen Watts
800-215-6230 ext 540
KWatts@impartialservices.com