

Fleet

Policies & Procedures

**Corporate Rent-A-Car Risk
Licensee Rent-A-Car
Program**

Contents

I.	Program Type.....	2
II.	Eligible Models	2
III.	Types of Rental Accounts	2
IV.	Participants’ Roles & Responsibilities	3
V.	Before Ordering a Vehicle	5
VI.	Placing an Order.....	6
VII.	Notification of Order Delays or Errors	7
VIII.	Canceling an Order	8
IX.	Changing an Order.....	8
X.	Tracking Orders	12
XI.	Daily Rental Vehicle Delivery –Drop-Ship Requests	12
XII.	Fleet Invoicing & Incentive Payments	13
XIII.	Fleet Order Price Assurance.....	14
XIV.	Fleet Order Price Protection Program.....	16
XV.	Corporate Rent-A-Car Account Warranty Stations.....	17
XVI.	Product Price Information	17
XVII.	Duplicate Certificates of Origin	18
XVIII.	Program Disclaimers	19
XIX.	Reference List	20
	Dealer Enrollment Forms	20
	Secondary Dealer Code Forms	21
	Miscellaneous Forms.....	21
	Contact List.....	21

GLOSSARY

CID	Customer Identification Number	NVLW	New Vehicle Limited Warranty
COO	Certificate of Origin	PD	Private Distributor
DPH	Delivery, Processing, and Handling	PDS	Pre-Delivery Service
DOE	Direct Order Entry	PPO	Post Production Options
E Category	Vehicle allocated for retail	RAC	Rent-a-Car
ETA	Estimated Time of Arrival	SET	Southeast Toyota
FFM	Fleet Field Manager	TDA	Toyota Dealer Advertising
FID	Fleet Identification Number	TED	Toyota Executive Delivery
FMC	Fleet Management Company	TLS	Toyota Logistics Services
FTC	fleet.toyota.com	TMNA	Toyota Motor North America, Inc.
GST	Gulf States Toyota	TMS	Toyota Motor Sales, U.S.A., Inc.
J Category	Vehicle allocated for fleet	TRAC	Toyota Rent-a-Car
MSO	Manufacturer's Statement of Origin	VIN	Vehicle Identification Number

I. PROGRAM TYPE

Daily Rental Risk. For Daily Rental Repurchase Program see the current model year program guidelines.

Program Code	Program	Service Time Requirements
H3	Licensee Repurchase	6 months
H4	RAC Repurchase	6 months
H5	Licensee Risk	6 months
H6	RAC Risk	6 months

II. ELIGIBLE MODELS

For a list of specific series available for fleet purchase, go to fleet.toyota.com (FTC). To be eligible for fleet pricing, fleet vehicles must be:

- Ordered as fleet production “J” category from the pre-approved list
- Dealer/Region/Distributor stock is only available with TMNA Fleet’s permission
- Utilized by a Daily Rental account for business purposes
- Owned and/or financed by and titled in the name of the Daily Rental account or Fleet Management Company
- Titled and licensed within the United States, excluding Hawaii, unless otherwise permitted by specific program guidelines
- Maintained in service for the minimum time specified for each program

III. TYPES OF RENTAL ACCOUNTS

There are two types of daily rental accounts:

Corporate Rent – A – Car (“RAC”) Accounts (Repurchase H4, Risk H6)

Rules of Eligibility:

- Must maintain one hundred thousand (100,000) or more units in service
- Must order, during the current year, a minimum of ten thousand (10,000) Toyota vehicles

- Must maintain the vehicles in service for a minimum of 6 months or 12,000 miles, unless otherwise required by specific program guidelines
- Must have a valid FID

Licensee Accounts/Independent RAC Accounts (Repurchase H3, Risk H5)

Rules of Eligibility:

- Must maintain ten (10) or more units in service
- No minimum purchase volume is required
- Must maintain the vehicles in service for a minimum of 6 months or 12,000 miles, unless otherwise required by specific program guidelines
- Must have a valid FID

IV. PARTICIPANTS' ROLES & RESPONSIBILITIES

1. Toyota Motor Sales, U.S.A., Inc. (TMS) is the distributor of all Toyota vehicles in the United States, except Hawaii. TMS provides vehicles to all Toyota dealers and each Private Distributor (PD). Toyota Motor North America, Inc. (TMNA) is TMS's parent company and collaborates with TMS to provide support for TMS's operations. For purposes of these Policies and Procedures, we will refer to TMS and TMNA interchangeably.

TMNA:

- Establishes:
 - These Policies and Procedures
 - The secondary dealer code if requested by TMNA or PD selling dealer
- Publishes:
 - Fleet incentives for vehicles meeting program criteria
 - The price protection and price assurance policy
- Provides:
 - National Fleet Advertising
 - Vehicle specification information for ordering purposes
 - Access to FTC website
 - Status information of order through [FTC](#)
 - Customer support group to assist customers in ordering and status information
 - Bid assistance analysis for governmental agencies and/or public or private utility companies upon request by selling dealer or FMC
 - Training materials on new products
- Maintains the Fleet ordering systems

- Approves and issues the FID and CID for all Fleet Accounts
- Creates and processes the dealer invoice and Manufacturer's Statement of Origin (MSO)/ Manufacturer's Certificate of Origin (COO) for sales generated by Toyota dealers
- Audits policy compliance and implements chargebacks for fleet incentives for vehicles not meeting program criteria

2. Distributor – TMS, Southeast Toyota (SET) and Gulf States Toyota (GST) are authorized distributors that service the franchised dealers in their designated areas. SET and GST are referred to as Private Distributors (PD) throughout this document.

The Distributor:

- Employs Fleet Field Managers (FFMs) to provide the face-to-face program explanation of the TMNA policies and procedures and to solicit new business with dealers and rental customers
- Assists the Daily Rental account in applying for FID or CID
- Creates and processes the dealer invoice and COO/MSO
- Applies the incentive credits to dealer invoice for vehicles meeting program criteria
- Contracts with the carrier to deliver vehicles to dealers or drop-ship locations
- Installs the post production/ port installed options (PPO)
- Responsible for coordinating with selling and delivering dealers to provide training
- Provides VIN status information to selling and delivering dealers through Dealer Daily network and [FTC](#)
- Provides Pre-Delivery Service (PDS) on all vehicles:
 - TMNA delivering dealers perform PDS, excluding vehicles delivered to third-party drop-ship locations where PDS will be performed by Toyota Logistic Services (TLS)
 - SET and GST perform PDS prior to dealer or third-party drop-ship delivery location

3. Selling Dealer

To participate in the TMNA Fleet programs, each dealer must:

- Complete the [Fleet Dealer Enrollment Process](#) available via [FTC](#)
- Comply with all policies, procedures and guidelines for each applicable fleet program in effect
- Agree to participate in the Toyota Executive Delivery (TED) Program by delivering vehicles sold by other Toyota Fleet Dealers

Once enrolled, the Selling Dealer:

- Assists the Daily Rental accounts in applying for an FID
- Negotiates vehicle prices with the Daily Rental account
- Obtains a purchase order from the Daily Rental account

- Registers for online access to FTC for ordering and checking status of fleet vehicles
- Completes the [Dealer Pricing Approval Form](#) and [Fleet Dealer Approval for Fleet Account Ordering Access](#) allowing selected Daily Rental accounts and FMCs to enter orders directly through [FTC](#)
- Places order for the Daily Rental account if the Daily Rental account does not have direct access to [FTC](#)
- Ensures the Daily Rental account has sufficient financing to complete the transaction
- Assists in arranging financing for the Daily Rental account
- Ensures that the dealer has a sufficient line of credit to accommodate the published fleet business
- Requests the secondary dealer code from TMNA with the appropriate documentation
- Assists in locating a TED dealer for commercial deliveries if the driver is more than 35 miles from the selling dealership
- Receives VIN status information through FTC or Dealer Daily
- Provides the vehicle information delivery packet to delivery dealer
- Reviews the dealer invoice to ensure that the published fleet incentive is reflected
- Receives payment for the vehicle(s)
- Notifies TMNA/PD of any order cancellations or modifications
- Coordinates with facing Region or PD and TMNA to gain approval for out-of-stock purchases (E category– Retail to J category - Fleet)

4. Corporate RAC/ Licensee/ Independent Accounts:

- Requests an FID if ordering through a dealer
- Requests a CID if ordering through an FMC
- Negotiates the price with selling dealer
- Provides the financial arrangement for purchase from dealer
- Submits the orders to TMNA Fleet or dealer depending on dealer agreement and/or financing arrangement
- Provides TMNA/PD a monthly delivery matrix to ensure production capacity

V. BEFORE ORDERING A VEHICLE

Before ordering a vehicle, the following must be done:

- The Daily Rental account must have a valid FID, if purchasing through a dealer issued by TMNA Fleet.

- Daily Rental accounts that choose to finance or purchase their vehicles through an FMC or Fleet Cooperative may elect to have the FMC or Fleet Cooperative apply for the CID on their behalf.

Note: If the Daily Rental account already has a valid FID but cannot provide it to the dealer, the dealer may search for the appropriate FID by accessing FTC.

- The selling dealer, FMC, or Fleet Cooperative must have a valid purchase agreement with the Daily Rental Account.
 - Copies of the purchase agreement must be made available to the selling dealer, TMNA Fleet and/or the applicable PD upon request.
 - Purchase Agreements must contain the following information:
 - Selling Dealer
 - Ship to Location
 - Vehicle Specifications
 - Delivery Window
 - Vehicle Quantity
 - Daily Rental Account Name
 - FID
 - CID (if applicable)

VI. PLACING AN ORDER

- Vehicle orders must be submitted to TMNA Fleet via [FTC](#). Note: Corporate Rent-A-Car customers can submit through the DOE (Direct Order Entry) system
- Orders may be submitted by the following entities:
 - Selling Dealer
 - SET, GST or TMNA
 - Non-Dealer participants – only with “[Dealer Authorization Form](#)”
 - Fleet Customer
 - FMC/Commercial Leasing Company/Fleet Cooperative
- Order requests must be received by TMNA Fleet by the 10th of each month (N) for delivery during month (N+4). Unless the 10th falls on a weekend and the ordering deadline will be on Monday. Example N = January, N+4 = May. Actual order due dates will be communicated by TMNA Fleet Sales Department on a monthly basis and are available on [FTC](#).

- Orders may also be submitted by selecting a specific VIN from the E-mmediate pool on [FTC](#). The E-mmediate pool consists of built (or nearly built) unsold Commercial Pool vehicles that are available for immediate delivery to Daily Rental accounts. TMNA reserves the right to limit access to the E-mmediate pool to specific programs or customers.
- The Dealer or Fleet Management Company submitting the order must retain the Purchase Agreement for at least 18 months.

VII. NOTIFICATION OF ORDER DELAYS OR ERRORS

It is the selling dealer, FMC, and/or the Daily Rental account's responsibility to review the order once it is submitted and advise TMNA Fleet/PD by submitting a customer case via [FTC](#) if any Order Request is incorrect. Order status can be verified by selling dealer or Daily Rental account by registering on [FTC](#).

TMNA will attempt to notify the Daily Rental account if (1) any order request or confirmed order is incorrect due to TMNA order specifications or (2) TMNA is unable to fill an order within the requested timeframe.

- **If the selling dealer placed the order**, TMNA will advise the selling dealer who, in turn, shall advise the Daily Rental account.
- **If the FMC placed the order**, TMNA will advise the FMC who, in turn, shall advise its Daily Rental account.
- **If the PD placed the order**, TMNA will advise the PD FFM who, in turn, shall advise the Daily Rental account.
- **If the Daily Rental account placed the order directly**, TMNA will advise the Daily Rental account.

Neither TMNA, nor the PD shall be responsible for any error(s) in orders resulting from the failure of the Daily Rental account to notify TMNA by submitting a customer case via [FTC](#). See Section VIII for the timing required to change an order.

VIII. CANCELING AN ORDER

Except under the following circumstances, the selling dealer/Daily Rental account may submit an order deletion up to the point in time that TMNA submits its monthly production order request to the plant, typically within 15 days of the monthly order submission cut-off date:

- E-mmediate orders cannot be canceled as they are processed and submitted immediately.
- The status of the order as shown in FTC identifies whether an order can be canceled:

Status	Disposition
Valid	Can be canceled
Held	Can be canceled
Placed	Usually cannot be canceled, cancelation fee may apply
Confirmed	Usually cannot be canceled, cancelation fee may apply

- Orders cannot be canceled after order submission to the plant if they contain factory fleet only models, options and/or fleet only special colors.
- If a Daily Rental account requests consideration for an order cancelation due to special circumstances, the request must be submitted via a customer case through FTC to the TMNA Fleet Customer Support group, with a copy to the selling dealer and the PD, if applicable.

TMNA Fleet reserves the right to charge a cancelation fee to the selling dealer and/or Daily Rental account for administrative and/or shipping expenses incurred for orders changed after the order has been submitted to the plant. The fee will not exceed the DPH fee listed on a dealer invoice for that model year unless special shipping arrangements were made and agreed to by the Daily Rental account that exceed the DPH fee.

IX. CHANGING AN ORDER

Except under the following circumstances, the selling dealer/Daily Rental account may submit an order change up to approximately 2-3 weeks before build date:

- E-mmediate orders cannot be changed as they are processed and submitted immediately.

The Timing of the Changes:

- The status of the order as shown in FTC identifies what can be changed.

Status	Model Number	Color	Options	Selling/Ship to dealer	FID/CID
Valid	✓	✓	✓	✓	✓
Held	✓	✓	✓	✓	✓
Placed			✓		
Confirmed	See comments below				

- Confirmed status - CID, ship to dealer and post production options may be changed depending on the vehicle status and the plant. Specific instructions are listed below:

Changing the Selling Dealer

- A request to change the selling dealer must be submitted in writing with a new purchase order to TMNA Fleet. The request can be submitted up to the time that the vehicle monrone label and/or the Manufacturer’s Statement of Origin (MSO) has been printed, whichever occurs first:
 - For North American-built product: typically, five to 10 days prior to the actual build date at the plant – refer to FTC My Order query “Production Date or Build Date”
 - For Japan-built product: typically, one day prior to the vessel arrival – refer to FTC “Last Status Message - On Vessel Due To Arrive at xx on xx/xx/xx”

Changing the Ship-to Location/Dealer

- The selling dealer/Daily Rental account can request a change to the “ship to dealer” if the following conditions are met:
 - The specifications of the vehicle match the emissions regulations within the state of the new “ship to dealer” and one of the following:
 - The new “ship to dealer” is serviced by the North American plant in which the vehicle is being built; or
 - The new “ship to dealer” is serviced by the port to which the vehicle is being shipped

Port	States Serviced
Benecia	AR

	Northern CA LA MS OK TX
Jacksonville	AL FL GA NC SC
Long Beach	AZ Southern CA CO NM NV UT WY
Newark	CT DE MA MD ME NH NJ NY PA RI VA VT WV
Portland	AK IA ID IL IN KS KY MI MN

	MO
	MT
	ND
	NE
	OH
	OR
	SD
	TN
	WA
	WI

- TMNA reserves the right to modify the states that are serviced by the port at any time.
 - To request a change to the ship to dealer, visit [FTC](#) → Ordering Center → Modify/Delete Orders. If there is a “Mod” link on the far right of the order, changes can be made. If the order has more than one unit, expand the order by clicking on the “+” to see which orders are eligible. Modifications can only be made to vehicles labeled “Y” in the Mod. column:
 - For North American-built product: typically five days prior to the scheduled build date at the plant – refer to FTC My Order query “Production Date or Build Date” and/or Dealer Daily status activity is not equal to “EPD/L”.
 - For Japan-built product: typically 1 day prior to vessel arrival – refer to FTC “Last Status Message - On Vessel Due To Arrive at xx on xx/xx/xx” and/ or Dealer Daily status activity code is not equal to “PORT”.

Special Considerations

- To request special consideration for an order change other than those cases listed above, please submit a case via [FTC](#).

TMNA Fleet reserves the right to charge a change fee to the selling dealer and/or Daily Rental account for administrative and/or shipping expenses incurred for orders changed after the order has been submitted to the plant. The fee will not exceed the DPH handling fee listed on a dealer invoice for that model year unless special shipping arrangements were made and agreed to by the Daily Rental account that exceed the DPH fee.

X. TRACKING ORDERS

The selling dealer, delivery dealer, drop-ship location, Daily Rental account or FMC can track an order by registering online at FTC. The following information is available.

- status of the order
- order specifications
- VIN
- estimated time of arrival (ETA)
- Daily Rental account name
- FMC contact list
- requested delivery date

XI. DAILY RENTAL VEHICLE DELIVERY –DROP-SHIP REQUESTS

Toyota dealers may arrange delivery of a Daily Rental account's vehicle to anywhere in the Continental U.S. and Alaska under the following conditions:

1. The Daily Rental account must have a receiving facility which allows an automotive transporter to deliver vehicles.
2. The Daily Rental account must read and agree to abide by the applicable terms in the [Toyota Logistics Services Transportation Claims Policy and Procedure Manual](#) as they pertain to receiving facilities.
3. The PDS for RAC drop-ship locations is performed at a TMNA or PD processing facility prior to delivery. When the PDS is performed at a TMNA processing center, some components of the PDS designed to protect the vehicle during transportation are not completed. The selling dealer/Daily Rental account will bear the expense of completing the PDS when the vehicle is not delivered to a Toyota dealer, unless otherwise specified by specific program guidelines. These items may include but are not limited to Road Testing & Mirror Calibration, Adjust Tire Pressure, Body Plug Installation, Rap guard Removal, Interior protective cover removal for door panels, seats, step covers, scuff plates, carpets, etc., Window Label Removal, Clock Setting, Shift interlock cover installation and Headlight Check.

- **Drop-Ship Requests must be submitted by opening a case with TMNA Fleet on FTC to request a new Drop-Ship code at least five days prior to submitting the first order.** The request must include the following information:
 - Reason for request
 - Name, address of company (must be a street address)
 - Telephone number of drop-ship location
 - Name of contact at drop-ship location
 - Approximate unit volume per month of drop-ship location
 - Hours of operation
 - Any delivery restrictions (i.e. time of day, weekends, volume limitations)
- **TMNA will not provide drop-shipment under this program to vehicle accessory shops, including but not limited to:**
 - Stripe companies
 - Upholstery shops
 - Tire/wheel stores
 - Bumper companies
 - Paint shops

Issuance of a drop-ship code does not represent any form of endorsement by TMNA Fleet of the receiving company or its products or services, nor is a drop-ship code to be construed as a dealer code.

Any misuse of a drop-ship code will result in immediate termination of the code. Once a drop-ship code has been established, TMNA Fleet will monitor it for activity on a monthly basis. If there have not been any drop-shipments to the code's location for 12 consecutive months (or such other period of time as determined by TMNA) the drop-ship code will be terminated.

XII. FLEET INVOICING & INCENTIVE PAYMENTS

Daily Rental Fleet Invoices include the following unless otherwise stated in the program criteria:

- Administrative fee
- Destination, processing and handling fee
- Fleet credit (2% of MSRP and 2% of MSRP factory options))
- Published Program incentives

Vehicles ordered under the Commercial program and later transferred to other fleet programs may have a fuel charge if the fuel was installed prior to the program transfer. This includes non-commercial orders fulfilled through the E-mmediate ordering process.

The DPH fee may vary by delivery area and vehicle type. For a list of current DPH charges, go to the "What's New" section of FTC at [FTC](#).

TMNA reserves the right to charge an administrative fee for specific fleet programs.

Fleet incentive funds are available for vehicles meeting program criteria. Each incentive is based upon the fleet program, series and model year.

- For a list of specific programs available for fleet incentives, go to [FTC](#) → Resources → Incentive Programs
- The Daily Rental account must notify TMNA Fleet within one hundred twenty (120) days from the date of receipt of the vehicle that incentive payments have not been received. No requests will be accepted after that date.
- The fleet dealer and/or Daily Rental account will be subject to fleet incentive charge-backs if the vehicle is exported or sold prior to the end of the minimum in service time required for the applicable fleet program.

XIII. FLEET ORDER PRICE ASSURANCE

Fleet Order Price Assurance may be available to dealers/Daily Rental accounts for previously approved fleet orders during the transition of a model year change. For those series launching a new model year, TMNA Fleet/PD assures that the new model introduction price levels for vehicles produced no later than a certain date will not exceed the final prior Model Year TMNA/PD Dealer invoice price levels plus any specification changes, safety equipment, and required emissions equipment, plus the applicable % specified in the published Price Assurance document for each model year.

Price Assurance does not include increases resulting from the following changes:

- Equipment/specification changes
- Safety equipment

- Required emissions
- Factory installed options or packages
- Port installed options
- Fuel
- DPH
- Holdback, finance reserve
- Advertising
- Fleet credit (2% of MSRP)
- Fleet incentives

Price Assurance is only available under the following conditions:

1. Only Commercial, Government, Livery, Corp RAC or Licensee programs qualify for price assurance unless otherwise noted in a separate agreement with TMNA Fleet.
2. There is a valid fleet order for a particular model year posted in FTC by the specified date with a delivery month not to exceed four months from the order date.
3. The ordered vehicle is delivered to the specifically named Daily Rental account for whom the order originally was placed and for which prior approval was granted. Vehicles taken back into dealership inventory or subsequently sold as new or used vehicles to other than the original purchaser are ineligible; and
4. The units were originally ordered as fleet vehicles and not for retail sale. Vehicles transferred to Fleet out of dealer stock are not eligible.

How Price Assurance Works:

- Price Assurance is calculated by the difference between the Base Model Dealer Price and the calculated value of the prior model year final published base model dealer price with new standard features. The dealer is invoiced at the price assurance level or new model introduction price, whichever is lower.
- If base model introduction prices are higher, TMNA/PD will apply an invoice credit for the difference between price assurance levels and TMNA/PD dealer introduction prices.

For additional information on Price Assurance please refer to the [Price Assurance Calculation](#) on FTC.

XIV. FLEET ORDER PRICE PROTECTION PROGRAM

Fleet Order Price Protection is available to dealers/RAC and Licensee Fleet Accounts for previously approved fleet orders in the event of a mid-year price increase.

Price Protection does not include increases resulting from the following changes:

- Equipment/specification changes
- Safety equipment
- Required emissions
- Factory installed options or packages
- Port installed options
- Fuel
- DPH
- Holdback, finance reserve
- Advertising
- Fleet credit (2% of MSRP)
- Fleet incentives

Price Protection is only available under the following conditions:

1. Only Commercial, Government, Livery, Corp RAC or Licensee programs qualify for price protection unless otherwise noted in a separate agreement by TMNA Fleet Department.
2. The ordered vehicle is delivered to the specifically named Daily Rental account for whom the order originally was placed and for which prior approval was granted. Vehicles taken back into dealership inventory or subsequently sold as new or used vehicles to other than the original purchaser are ineligible.
3. There is a valid fleet order posted in FTC by the specified date with a delivery month not to exceed four months from the order date.
4. The order is confirmed to be delivered in the specified time frame. Orders that are pending due to low or no availability will not be price protected if they are scheduled for production outside the price protection timeframe; and

5. The units were originally ordered as fleet vehicles, and not for retail sale. Vehicles transferred to Fleet out of dealer stock are not eligible.

How Price Protection Works:

- Daily Rental accounts submitting orders during the qualifying time period will qualify for price protection based on the published base model dealer price level in effect at the time the order was placed.
- Price Protection to the dealer will be accomplished by invoicing at the new base model price and applying an invoice credit for the differential between the old and new base model dealer prices.

TMNA Fleet reserves the right to extend the price protection program for the entire model year for specific government/utility business that has been approved for bid assistance. Please see the Bidding Assistance section below.

XV. CORPORATE RENT-A-CAR ACCOUNT WARRANTY STATIONS

Selected corporate rent-a-car accounts may be approved by TMNA as minor repair warranty stations.

XVI. PRODUCT PRICE INFORMATION

Selected FMCs, dealers, Daily Rental accounts and Government entities may request product and/or product price information.

- In order to receive this information, the selected entities above must sign a Nondisclosure and Confidentiality Agreement (NDA). NDA requests must be submitted as a customer case through FTC.

XVII. DUPLICATE CERTIFICATES OF ORIGIN

TMNA/PD sends each dealer a COO/MSO at the time each vehicle is invoiced. This document represents ownership of the vehicle as well as certification that the vehicle meets U.S. emission and safety requirements. It is an original document and should be stored in safe or other secure area.

- Vehicles sold and delivered within the State of California do not require a COO/MSO.
- Transfer of ownership is initiated by the assignment on the reverse side of the COO/MSO.
- Issuance of a second COO/MSO does not void the original document.

Procedures for Issuance of Duplicate Certificate of Origin/Manufacturer Statement of Origin:

- **If an original COO/MSO is lost, damaged or destroyed by the selling or delivery dealer within 60 days of the issuance date of the COO/MSO**, the selling dealer must complete and submit a Request for Duplicate COO/MSO Form to the TMNA Fleet department or applicable PD along with the original COO/MSO or its remains (if available).
- **If an original COO/MSO is lost, damaged or destroyed by the designated Daily Rental account with power of attorney for the selling dealer within 60 days of the issuance date of the COO/MSO**, the Daily Rental account may request a duplicate by completing the Request for Duplicate COO/MSO Form and sending it to the applicable TMNA Fleet or PD along with the original COO/MSO or its remains (if available).
- **If an original COO/MSO is lost, damaged or destroyed by the selling dealer(?) after 60 days of the issuance date of the COO/MSO**, the selling dealer must complete and submit a Request for Duplicate COO/MSO form to the applicable TMNA Fleet or PD along with the original COO/MSO or its remains (if available). The dealer must indicate the state in which the customer lives and/or has a business. The Daily Rental account or selling dealer must provide one of the following:
 - Statement from the state vehicle titling agency verifying that the vehicle has not been titled in that state
 - Proof of purchase, including Bill of Sale and registration documentation

If the request for a duplicate COO/MSO involves a California dealer and the vehicle is being delivered outside of the State of California, the dealer must submit a Request for Duplicate COO form to the TMNA Fleet department or PD along with either a copy of the one-way trip permit or other shipping documentation.

The Request for Duplicate COO/MSO form is available through [FTC](#) or the applicable TMNA/PD FFM.

A duplicate COO/MSO will only be issued if, in TMNA's sole discretion, there is a valid reason therefor and appropriate documentation is provided.

TMNA Fleet or the applicable PD reserves the right to charge the selling dealer, the Daily Rental account or the delivery dealer a \$50 administrative fee for creating a duplicate COO/MSO.

XVIII. PROGRAM DISCLAIMERS

1. No Liability for Production Interruptions. None of TMNA, TMS, or any of their respective affiliates shall be responsible for vehicle orders which cannot be filled as a result of consequences outside of their control, including, but not limited to limited Fleet production, unexpected production interruption by the manufacturer, or force majeure. In such cases, TMNA Fleet will attempt to notify the Daily Rental account, Dealer/PD and advise how orders and/or requested delivery date may be affected.
2. No Commitment to Manufacture. Acceptance of an order by the TMNA Fleet ordering system does not constitute a commitment by TMNA, TMC, or any of their respective affiliates to build a vehicle. TMNA, in its sole discretion, reserves the right to cancel, limit production, amend, revise, reassign, or revoke any order at any time.
3. No Responsibility for Dealer Performance. None of TMNA, TMS, any PD, or any of their respective affiliates shall be responsible for a Toyota dealer's inability to perform its contractual agreements with any Daily Rental account or otherwise. It is understood that the collection of payments from any Daily Rental account is the sole responsibility of the Toyota dealer.
4. Programs Subject to Termination at Any Time. TMNA Fleet reserves the right to revise, revoke, or terminate any Fleet program, including the related program policies, procedures and guidelines at any time, with written notification to dealers. Program vehicles previously delivered to a Daily Rental account on or prior to the date any applicable Fleet program is revised, revoked, or terminated shall continue to be subject to the program policies, procedures, guidelines, and any other terms and conditions in effect prior to the date of such revision, revocation or termination.

5. Effects of Noncompliance or Breach. If a Daily Rental account fails to comply with the policies, procedures, guidelines, or any other terms or conditions for eligibility as a Daily Rental account or participation in any Fleet program, including, without limitation, advertising or selling fleet vehicles to retail customers or failure to pay any amounts due to TMS or any of its affiliates under the applicable program, then TMNA Fleet will have the right to terminate that Daily Rental account's eligibility status and/or participation in any Fleet program at any time, upon 30-days prior written notice to such Daily Rental account, which notice shall specify the nature of the breach or default. If the violations specified in the notice are not cured within such 30-day notice period, then TMNA Fleet may immediately terminate such Daily Rental account's participation in all programs and the Daily Rental account's FID will be forfeited. Such Daily Rental account will not be eligible to participate in any Fleet programs for a period of at least twelve months; thereafter, eligibility will be subject to TMNA Fleet's sole discretion.
6. No Waivers. No failure by TMNA, TMS, or any of their respective affiliates to insist upon strict compliance with the policies, procedures, guidelines, or other terms and conditions of any Fleet program, or to exercise any right or remedy, shall be considered a waiver of (a) any right to insist upon strict compliance with such program requirements or (b) any right or remedy with respect to any existing or subsequent breach or default.
7. Audit Rights. TMNA Fleet reserves the right to audit and verify dealer records of Daily Rental accounts. Dealers must retain all purchase agreements for a minimum of 18 months following the delivery of the vehicles subject thereto. TMNA Fleet has the right to charge back any incentive payments for units whose eligibility for Fleet purchase cannot be substantiated with documentation, as required by TMNA Fleet, in its sole discretion.

XIX. REFERENCE LIST

Dealer Enrollment Forms

[Fleet Dealer Enrollment Process](#)

[Fleet Dealer Approval for Fleet Account Ordering Access](#)

[Dealer Pricing Approval Form](#)

[Dealer Authorization Form](#)

Secondary Dealer Code Forms

[Holdback and Finance Reserve Funds Instruction Form](#)

[Manufacturer's Statement of Origin Certificate](#)

[ACH Transfer Form](#)

[Line of Credit Application](#)

[Toyota Dealer Power of Attorney Agreement](#)

Miscellaneous Forms

[TLS Transportation Claims Policy and Procedure Manual](#)

[Warranty Policy & Procedure Manual](#)

[Commercial Drop-Ship Request Form](#)

[TMNA's prescribed shipping envelope](#)

[Price Assurance Calculation](#)

Contact List

Customer Service 1-800-732-2798

[Submit a Case](#)

[Fleet Field Manager Contact Information](#)

[Fleet Management Company Contact Information](#)

Version #	Date	Revision Description
2.0	08/29/2018	Full Policy Update