

INDEMNITY AGREEMENT

This Agreement is entered into as of the ____ day of February, 2020, by and between Enterprise Fleet Management, Inc., (EFM), a Missouri corporation, and City of Coachella.

WITNESSETH:

INDEMNITY: Enterprise Fleet Management, Inc. ("EFM") agrees to defend and indemnify City of Coachella from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which City of Coachella may incur by reason of EFM's breach or violation of, or failure to observe or perform, any of its obligations as Servicer (EFM in such capacity, "Servicer") for Enterprise FM Trust in connection with the Master Equity Lease Agreement between City of Coachella and Enterprise FM Trust dated as of the date hereof, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle, in each case, while the Vehicle was in possession of the Servicer.

Capitalized terms used herein and not defined herein shall have the meanings given in the Lease.

IN WITNESS WHEREOF, EFM and City of Coachella have executed this Indemnity Agreement as of the day and year first above written.

Company: City of Coachella

EFM: ENTERPRISE FLEET MANAGEMENT INC.

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____