

TOYOTA DEALER POWER OF ATTORNEY

Fleet Identification Code No. \_\_\_\_\_ Date \_\_\_\_\_ Dealer Number \_\_\_\_\_

Power of Attorney \_\_\_\_\_

ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

Dealer Name

( ) corporation, ( ) partnership, ( ) proprietorship (check one), organized and having its principal place of business at:

\_\_\_\_\_ ("Dealer") does hereby make, constitute and appoint \_\_\_\_\_

Fleet Account

a ( ) corporation, ( ) partnership, ( ) proprietorship (check one), organized and existing under the laws of the state of \_\_\_\_\_

State Name

and having its principal place of business at:

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Fleet Account, acting through employees of its \_\_\_\_\_, its true and lawful Attorney-in-Fact for the following purposes:

Fleet Account Department

(1) To place and cancel orders, under the Fleet Identification Code Number shown above, directly with the authorized distributor of Toyota vehicles sold by Dealer under the Dealer's Number shown above, for vehicles sold by Dealer to \_\_\_\_\_

Fleet Account Name

Dealer Name

Shall promptly notify \_\_\_\_\_ of any change in such Dealer Code Number.

Fleet Account Name

(2) To use Dealer's Code Number in securing price protection and price adjustments from the authorized distributor of Toyota vehicles.

(3) To take delivery of and register \_\_\_\_\_ new automobiles ordered hereunder and drop-shipped by the authorized distributor

Fleet Account Name

of Toyota vehicles to a \_\_\_\_\_ location.

Fleet Account Name

(4) To endorse such documents and perform every other act necessary, requisite or proper to be done in connection with the authority granted herein except that \_\_\_\_\_ shall not have authority to execute manufacturer's statement of origin. Dealer shall pay the authorized

Fleet Account Name

distributor of Toyota of vehicles for vehicles it purchases on behalf of \_\_\_\_\_, and \_\_\_\_\_

Fleet Account Name

Fleet Account Name

and Dealer hereby agree that the prices for said vehicles to be paid to Dealer by \_\_\_\_\_ shall be calculated according to the

Fleet Account Name

Dealer Terms letter attached and made part hereof by reference.

The authority granted hereunder to \_\_\_\_\_ shall continue for a period of \_\_\_\_\_ year(s) from the date hereof, unless sooner

Fleet Account Name

# of years

Revoked or terminated in writing by either party hereto upon 30 days advance notice to the other party, except that no such termination shall be effective with respect to any vehicle properly ordered hereunder; provided, however, that any termination of the Dealer's Dealer Agreement, with Toyota, cancellation of the Fleet Account's Dealer Code, non-eligibility of the Fleet Account to purchase fleet vehicles, or breach of the terms of this Power of Attorney by \_\_\_\_\_ shall result in the immediate revocation of the Power of Attorney without the requirement of any notice.

Fleet Account Name

In Witness Whereof, the Dealer has caused this Power of Attorney to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Dealership Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_ ss: \_\_\_\_\_

(Signatory) \_\_\_\_\_ being first duly sworn, deposes and says that he/she is the

\_\_\_\_\_ (title) of Dealer and is duly authorized to execute the Power of Attorney.

Notary Signature Stamp