

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Supplier 0000292929
ELRAC LLC
PO Box 840154
Kansas City MO 64184-0154
United States

Contract ID 0000000000000000000039195		Page 1 of 4
Contract Dates 10/17/2019 to 10/18/2023		Origin CPS
Description: CPS Rental Vehicles		Contract Maximum \$3,000,000.00
Buyer Name William A Vivian Jr.	Buyer Phone 828-4681	Contract Status Approved

Phone #: (503) 612-8195

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Cars, Vans and Trucks for use by State employees when traveling on official State business. See Exhibit C - Rates for pricing.	EA	0.01000	0.00	0.00

Vendor Contact:

Name: Cindy Garvin
Phone: 732-919-1600 x248 office
Email: Cindy.J.Garvin@ehi.com

State Contact:

Name: Bill Vivian
Phone: 802-828-4681
Email: bill.vivian@vermont.gov

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and ELRAC Holdings, with a principal place of business in Kansas City MO, (hereinafter called "Contractor"). Contractor's form of business organization is Corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is commodities generally on the subject of rental vehicles. Detailed requirements to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$3,000,000.00.

4. Contract Term. The period of contractor's performance shall begin on October 17, 2019 and end on October 18, 2021 with the option to renew for up to four additional 12-month periods..

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of ____ pages including the following attachments which are incorporated herein:

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)
Exhibit C

9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Exhibit C

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STATE OF VERMONT
CONTRACT Change Order 1

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and ELRAC Holdings, with a principal place of business in Kansas City MO (the "Contractor") that the contract between them originally dated as of October 17, 2019, Contract # 39195, as amended to date, (the "Contract") is hereby amended as follows:

I. Amendment 1 is hereby incorporated into Attachment A

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Change Order No. 1, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT September 30, 2021
CONTRACT AMENDMENT #2

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and ELRAC LLC, with a principal place of business in Kansas City, MO (the "Contractor") that the contract between them originally dated as of October 17, 2019, Contract # 39195, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from October 18, 2021 to October 18, 2022. The Contract Term may be renewed for three (3) additional one-year periods at the discretion of the State.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date:_____

Date:_____

Signature:_____

Signature:_____

Name: Jennifer M.V. Fitch

Name:_____

Title: BGS Commissioner

Title:_____

Email:_____

Email:_____

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1		Cars, Vans and Trucks for use by State employees when traveling on official State business. See Exhibit C - Rates for pricing.	EA	0.01000	0.00	0.00

Vendor Contact:

Name: Cindy Garvin
Phone: 732-919-1600 x248 office
Email: Cindy.J.Garvin@ehi.com

State Contact:

Name: Bill Vivian
Phone: 802-828-4681
Email: bill.vivian@vermont.gov

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and ELRAC Holdings, with a principal place of business in Kansas City MO, (hereinafter called "Contractor"). Contractor's form of business organization is Corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is commodities generally on the subject of rental vehicles. Detailed requirements to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$3,000,000.00.

4. Contract Term. The period of contractor's performance shall begin on October 17, 2019 and end on October 18, 2021 with the option to renew for up to four additional 12-month periods..

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of ____ pages including the following attachments which are incorporated herein:

Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)
Exhibit C

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I. Amendment 1 is hereby incorporated into Attachment A

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Change Order No. 1, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT September 30, 2021
CONTRACT AMENDMENT #2

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and ELRAC LLC, with a principal place of business in Kansas City, MO (the "Contractor") that the contract between them originally dated as of October 17, 2019, Contract # 39195, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from October 18, 2021 to October 18, 2022. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
requirements] [OR] [is hereby deleted in its entirety and replaced as set forth below /or/ in the attachment to this Amendment].

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 3 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and the subsidiaries of Enterprise Holdings, Inc. set forth on Schedule I hereto (the "Contractor") that the contract effective as of October 19, 2019, Contract # 39195, as amended to date, (the "Contract") is hereby amended as follows:

1. For vehicles rented by a State of Vermont employee – Contractor will thoroughly clean each vehicle between every rental. This includes washing, vacuuming, general wipe down, and sanitizing with a disinfectant that meets leading health authority requirements, with particular attention to more than 20-plus high touch points including:

- Key / key fob
- Steering wheel
- Steering column
- Seat belts
- Center console
- Door interiors
- Door pockets
- Interior door handles
- Exterior door handles
- Seat pockets / seat surfaces
- Areas between seats & consoles
- Areas between seats & doorjambs
- Cupholders / compartments
- Instrument panel
- Accessory panel / touchscreen
- Rearview mirror / side mirrors
- Visors / visor mirrors
- Dashboard / vents
- Gear stick / gear shift
- Trunk release
- Among any other high-touch areas

2. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this Contract Amendment is signed, the Contractor is in good standing with respect to paying any and all taxes due the State of Vermont.
3. Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.
4. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this Contract Amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by

Contract #39195

Amendment #1

federal funds.

5. Contractor further certifies under pains and penalties of perjury that, as of the date this Contract Amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>
6. State and Federal Terms for Products and Services related the 2020 Covid-19 Pandemic. Contractor acknowledges that "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non- Construction) for all Contracts and Purchases of Products and Services Connected with 2020 Pandemic," which is attached as Attachment A to this amendment will where applicable apply to any products or services provided to the State, at any time, in connection with the 2020 Pandemic.

Except to the extent specifically amended by this Amendment, all of the terms, provisions and conditions contained in the Contract shall be and remain in full force and effect and the same are hereby ratified and confirmed. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties to this Amendment have caused it to be duly executed by their respective duly authorized officers or representatives.

STATE OF VERMONT

**The subsidiaries of Enterprise Holdings, Inc.
Set forth on Schedule I hereto**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A**STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)****for all Contracts and Purchases¹**
of Products and Services Connected with 2020 Pandemic**BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

¹ These terms, developed by the Vermont Attorney General's Office, are to be included, without any changes, in all contracts, and any amendments to contracts, intended or expected to be used in connection with the State of Vermont's response to the 2020 Pandemic. THESE TERMS ARE ALSO TO BE USED AND ADDED FOR **ANY TRANSACTIONS**, SUCH AS BUT NOT ONLY PURCHASE ORDERS, TAKING PLACE UNDER AN EXISTING CONTRACT, IF THE PURCHASE IS FOR THE PANDEMIC AND IF THERE IS ANY POTENTIAL DOUBT AS TO WHETHER THE OVERLYING CONTRACT HAS THESE TERMS. These terms and conditions shall also be added in instances in which a purchase without formal contract is otherwise duly authorized.

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
 - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
 - c. No compensation will be allowed for items eliminated from the Contract.
 - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. Settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

Schedule I

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS, LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company - Southeast, LLC
Enterprise Leasing Company - West, LLC
Enterprise Leasing Company - South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC
PRERAC, Inc.

STATE OF VERMONT PARTICIPATING ADDENDUM # 39195
FOR NASPO VALUEPOINT PURCHASING PROGRAM: Nationwide Vehicle Rentals
Led by the State of Oregon
Master Agreement #9408

Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement

Contractor's NASPO ValuePoint Webpage: <https://www.naspovaluepoint.org/portfolio/travel-nationwide-vehicle-rentals-2019-2025/enterprise-national-rent-a-car/>

1. **Parties.** This Participating Addendum is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and the Contractor identified above. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Participating Addendum authorizes the car rental services provided by Contractor under the Enterprise Rent-A-Car and National Car Rental brands pursuant to the Master Agreement identified above, which is hereby incorporated by reference.
3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement between the Lead State and the Contractor.
4. **Purchasing Entities.** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). The State hereby represents that all such entities authorized to use statewide contracts shall be bound by all of the Terms and Conditions of the Master Agreement and this Addendum as if each such entity were an original signatory hereto. Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.
5. **Contract Term.** The period of Contractor's performance shall begin on October 19, 2019 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Participating Addendum or the Master Agreement. An amendment to this Participating Addendum shall not be necessary in the event of the renewal or extension of the Master Agreement.
6. **Available Products and Services.** All products, services and accessories listed on the Contractor's NASPO ValuePoint Webpage may be purchased under this Participating Addendum. Contractor's awarded categories are:
 - a. **No Lease Agreements.** Contractor is prohibited from leasing to State Purchasers under this Participating Addendum.

Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement

7. **Requests for Service.** Any rental completed by a Participating Entity or Purchasing Entity for car rental services available under the Master Agreement shall be deemed to be a Purchase of Service (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Request for Service agree in writing that another contract or agreement applies to such Request for Service.
8. **Payment Provisions and Invoicing.**
- a. Complete details of pricing, applicable to this Participating Addendum are set forth in the Price File and Pricing Summary Sheets ("Exhibit C") maintained on-line at Contractor's NASPO ValuePoint Webpage listed above.
 - b. Purchasing Entities may solicit the Contractor or Distributor for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
 - c. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
 - d. Invoices shall be sent to the address identified on the Purchasing Entity's Request for Service and shall specify the address to which payments will be sent. The State of Vermont Participating Addendum Number and Purchasing Entity's Request for Service Number shall appear on each invoice for all purchases placed under this Participating Addendum.
 - e. The State Purchasing Card may be used by State Purchasers for the payment of invoices or at the time of the respective vehicle rental transaction. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.
9. **Reporting.** Contractor shall submit quarterly reports electronically in the same format as set forth under the Master Agreement, detailing the purchasing of all items under this Participating Addendum. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
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Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement

January 1 to March 31	May 31
April 1 to June 30	August 31
July 1 to September 30	November 30
October 1 to December 31	February 28

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
10. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Participating Addendum shall not be binding until it has been approved by the Vermont Attorney General's Office, the Secretary of Administration, and the State's Chief Information Officer.
11. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Participating Addendum shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
12. **Termination.** This Participating Addendum may be terminated by the State at any time upon 30 days prior written notice to the Contractor. Upon termination or expiration of this Participating Addendum, each party will assist the other in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.
13. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Participating Addendum. The primary contacts for this this Participating Addendum are as follows:

a. For the Contractor:

Name: Craig Lacko
 Phone: (415) 290-1369
 Email: craig.lacko2@ehi.com

b. For the State:

Name: Bill Vivian
 Phone: 802/828-4681
 Fax: 802/828-2222
 Email: bill.vivian@vermont.gov

14. Additional Terms and Conditions.

- a. Notwithstanding any contrary language anywhere, in no event shall the terms of this contract or any document furnished by Contractor in connection with performance under this contract obligate the State to (1) defend or indemnify Contractor or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of Contractor or any third party; provided, however, that notwithstanding the foregoing,

Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement

the State hereby acknowledges its responsibility for payment and all other obligations of its employees/travelers including, without limitation, third party liabilities for damages and injuries arising out of the use or operation of a vehicle rented hereunder.

- b. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Contractor in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. Contractor irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. Contractor agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Contractor agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- c. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
- d. False Claims Act:** Contractor acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* Contractor's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Contractor's liability.
- e. Whistleblower Protections:** Contractor shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, Contractor shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to Contractor or its agents prior to reporting to any governmental entity and/or the public.
- f. Fair Employment Practices and Americans with Disabilities Act:** Contractor agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by Contractor under this Agreement.
- g. Set Off:** The State may set off against any sums due Contractor hereunder any sums due the State of Vermont as taxes, which setoff shall be in accordance with the procedures set forth in 32 V.S.A. § 3113.

Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement

- h. Taxes Due to the State:** Contractor certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- i. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.
- j. Certification Regarding Debarment:** Contractor certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- k. Confidentiality:** Contractor acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.
- l. Marketing:** Contractor shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.
- m. Non-Appropriation:** If an order made under this Participating Addendum extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support the order, the State Purchaser may cancel the order at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. If the order is funded in whole or in part by Federal funds, and those Federal funds become unavailable or reduced, the State Purchaser may suspend or cancel the order immediately and shall have no obligation to pay from State revenues.
- n. Continuity of Performance:** In the event of a dispute between Contractor and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- o. State Facilities:** If the State makes space available to Contractor in any State facility during the term of this Agreement for purposes of Contractor's performance under this Agreement, Contractor shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- p.** For the avoidance of doubt, the terms and conditions of the Contractor's Standard Rental Agreement included as Exhibit F in the Master Agreement, and any other terms and conditions



NASPO ValuePoint Master Agreement

This NASPO ValuePoint Master Agreement ("Master Agreement") is between the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services ("DAS PS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and The Subsidiaries of Enterprise Holdings, Inc. listed on Schedule 1 hereto ("Contractor"). This Master Agreement is effective on the date that it has been signed by the parties and has been approved as required by applicable law ("Effective Date").

1. Master Agreement Order of Precedence

a. Any Request for Service placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA"), substantially in the form attached hereto as Exhibit A;
- (2) NASPO ValuePoint Master Agreement and its exhibits (in the following order of Precedence):

The Master Agreement terms and conditions, less its exhibits

Exhibit D- Provisions Required by Federal Law

Exhibit B - Description of Vehicle Rental Services

Exhibit C - Rates

Exhibit F- Sample Standard Rental Agreement

Exhibit A - Sample Participating Addendum

Exhibit E - NASPO ValuePoint Detailed Sales Data Report Form

- (3) A Request for Services issued against the Master Agreement and a Participating Addendum or other agreed upon ordering process set forth in the Participating Addendum;

- (4) Any terms and conditions provided electronically or online or as part of Services descriptions or guidelines; and

- (5) Any Offeror's online or third party terms and conditions.

b. These documents shall be read to be consistent and complementary. Any conflict among

these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. Participating Entities' terms and conditions that apply to this Master Agreement are only those that are contained herein and those additional terms and conditions that are expressly accepted by Contractor in writing and signed by the applicable Participating Entity and Contractor.

2. Definitions

Authorized User Data means all information and data created by or in any way originating with Authorized User, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with Authorized User, whether such data or output is stored on Authorized User's hardware, Contractor's hardware or exists in any system owned, maintained or otherwise controlled by Authorized User or by Contractor.

Authorized User means a person authorized by the Participating Entity to use the Services under this Master Agreement as defined in each Participating Entity's Participating Addendum.

Contract means any agreement between Contractor and Purchasing Entity for the Services, including a Request for Service.

Contractor means the person or entity delivering the Services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State of Oregon which is centrally administering this Master Agreement

Master Agreement (or MA) means the agreement for car rental services executed by and between the Lead State, acting on behalf of the members of the NASPO ValuePoint Cooperative Purchasing Program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other

eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of a Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement.

Purchasing Entity means a Traveler or a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Request for Service against the Master Agreement and a Participating Addendum and becomes financially committed to the purchase.

Request for Services means the process or method for ordering or request initiated by an Authorized User requesting Services whether in person, in writing, by phone or other electronic means.

Services means the vehicle rental services to be provided by Contractor.

Traveler means an Authorized User traveling pursuant to a Request for Service issued under this Master Agreement.

3. Term of the Master Agreement; Non-exclusivity

a. The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for four (4) additional years at the Lead State's discretion and by mutual agreement as to the terms and pricing and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. This Master Agreement is not exclusive. Purchasing Entities retain the right to contract for Services or through any selection process authorized by law, or to perform the Services themselves. Neither NASPO ValuePoint nor the Lead State guarantees that any

specific number of Contracts will be issued or that any specific amount of Services will be required.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Request for Service by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Requests for Service, governing law and venue relating to Requests for Service by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Request for Services or contract) used by the Purchasing Entity to place the Request for Service.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the Requests for Service or orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review;; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language purporting to amend any of these provisions shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent to participation by the Chief Procurement Official of the state where the Participating Entity is located. In such circumstances, Contractor agrees to coordinate such requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

6. Administrative Fees

a. No later than sixty (60) Calendar days following the end of each calendar quarter, for each calendar quarter, the Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) on all base rental charges and the following optional products: GPS units, satellite radio service, toll device, Personal Affects Insurance (PAI), Personal Effects Coverage (PEC), and any charges for additional roadside assistance purchased by the Traveler, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the pricing in the Participating Entities 'Participating Addendum to include an additional administrative fee for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint

Administrative Fee in subsection 6a shall be applied to the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports:

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org/>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than sixty (60) Calendar days following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) Provider name; (2) Renting Entity (State) (3) City Vehicle Rented in ; (4) State Vehicle Rented In (5) Vendor Rental Agreement Number (6) Checkout Date (7) Check in Date (8) Miles Driven (9) Vehicle Type Reserved (10) Vehicle Type Driven (11) Vehicle Type Charged (12) Master Agreement Rental Price (13) Days Charged (14) Total Charged Renting Entity The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than sixty (60) Calendar days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Exhibit E.

c. Report data for Travelers should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) calendar days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the

reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

Contractor agrees, as Participating Addendums become executed, if requested by ValuePoint personnel to provide plans to launch the program within the participating state. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the participating state.

Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for possible inclusion into the customer agreement. Contractor will ensure that their sales force is aware of this contracting option.

Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

The Parties acknowledge that NASPO ValuePoint and Contractor have entered into an agreement permitting Contractor to use NASPO ValuePoint logos in connection with this Master Agreement and the promotion of the Services, hereunder, and that agreement is in effect.

The Lead State expects to evaluate the utilization of the Master Agreement at the annual performance review. Lead State may, in its discretion, cancel the Master Agreement pursuant to section 28, or not exercise an option to renew, when Contractor utilization does not warrant further administration of the Master Agreement. The Lead State may exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after award (or execution if later) of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement pursuant to section 28 or to terminate for default pursuant to section 30.

9. RESERVED

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial two-year term of the Master Agreement. Following the initial two-year term of the Master Agreement period, if the Lead State exercises the option to renew, the parties shall negotiate in good faith the rates applicable to any renewal term. If the parties are unable to reach agreement on the new rates, both parties shall have the right to either elect to continue the Master Agreement at the current rates for the renewal term, or to terminate the Master Agreement at the end of the then current term. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed. Any such Rate adjustments shall apply to all Participating Entities and Purchasing Entities.

12. Individual Customers

a. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

b. Authorized User Data. Authorized User or Traveler retains ownership of all its information and data ("Authorized User Data") that Traveler or Authorized User delivers to Contractor in connection with their utilization of the Services. Contractor may use Authorized User Data for the purposes of providing the Services under this Master Agreement and in accordance with Contractor's privacy policy and the applicable Rental Agreement. In all instances, Contractor shall use and maintain Authorized User Data in accordance with all applicable laws, including all applicable data privacy laws and laws relating to the protection of personally identifiable information.

Administration of Requests for Service or Orders

13. Request for Service

- a. Master Agreement and Request for Services or confirmation numbers shall be clearly shown on all acknowledgments, invoices, and on all correspondence.
 - b. Purchasing Entities may define entity requirements and informally complete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
 - c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of services contemplated by this Master Agreement.
 - d. Contractor shall not begin work without a valid Request for Services or other appropriate commitment document under the law of the Purchasing Entity and a signed Participant Addendum. Requests for Service may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
 - e. Establishment of Account. From time to time, Purchasing Entities may request and work with Contractor to establish an account and the applicable documentation and processes permitting Authorized Users to obtain of the Services described in the Scope of Services attached hereto as Exhibit B.
- DAS, upon agreement with Contractor, may add related services and products to this Agreement.
- f. Once an account is established and the Purchasing Entity and Contractor have agreed upon an ordering process, Authorized Users may order or submit requests of the Services by a method and in a form to be agreed upon between Contractor and Purchasing Entity ("Request for Service").
 - g. This Agreement is not exclusive. A Purchasing Entity currently may have one or more agreement(s) for the Services or similar services or products. Purchasing Entity may request Services from and enter into agreements with Contractor pursuant to the terms and conditions of this Agreement and the Participating Addendum. Contractor may provide Services or Products to any third party, provided Contractor may not sacrifice the quality of the Services provided to Purchasing Entity for the benefit of another client.

h. All Requests for Service issued pursuant to this Master Agreement, at a minimum, shall include:

- (1) The Services being provided;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The pricing elements consistent with this Master Agreement;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Requests for Service placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Request for Service.

h. Requests for Service must be placed pursuant to this Master Agreement prior to the termination date thereof but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Requests for Service then outstanding at the time of such expiration or termination. Contractor shall not honor any Requests for Services placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Requests for Service from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Reserved

15. Laws and Regulations

Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations, including the Federal Terms and Conditions set forth in Exhibit C.

16. Reserved

17. Payment

Payment is normally made at the time of the rental transaction or within 30 days following the completion of the rental period or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty

Contractor represents and warrants that:

- (a) Contractor has the power and authority to enter into and perform this Master Agreement;
- (b) This Master Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
- (c) Contractor shall, at all times during the term of this Master Agreement, be qualified, competent, and duly licensed to perform the Services;
- (d) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a workmanlike manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- (e) The Services delivered by Contractor will materially comply with any service descriptions, specifications, standards or requirements set forth in this Master Agreement; and
- (f) Warranties cumulative. The warranties set forth in section are in addition to, and not in lieu of, any other warranties set forth elsewhere in this Master Agreement.

19. Right to Use

Contractor grants Participating Entities and Authorized Users the right to use any websites or applications necessary for the Services.

General Provisions

21. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability for the acts or omissions of Contractor's employees covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(3) Automobile Liability Insurance (which may be self-insured). Contractor shall provide Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of \$1 Million for bodily injury and property damage. For clarification, this automobile liability insurance covers Contractor's operation of its vehicles and does not include coverage for Participating Entities or their respective renters.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names Oregon, and the Participating States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Request for Services.

22. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Requests for Service placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. Such audits shall take place during regular business hours, at Contractor's premises, upon not less than five (5) business days' notice. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Service under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning

individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State promptly if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, may cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e. The rights granted Purchasing Entities and Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to section 23. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint and other third parties.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Services provided, rights attending any warranty or default in performance in association with any request For Service or Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default that remains uncured thirty (30) days following Contractor's receipt of written notice thereof may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any material term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within sixty (60) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate

public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Suspend Contractor from being able to respond to future bid solicitations; and
- (4) Suspend Contractor's performance; and
- (5) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Request for Services, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of Contractor or the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver must be in writing. Waiver by Contractor or the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Contractor or Purchasing Entity with respect to any Request for Services, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Request for Services shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Request for Services.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed

under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property to the extent arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Services or Product or their use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Services with any other product, system or method, unless the Services or Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Services; or
- (c) reasonably required, in order to use the Services in its intended manner, and the infringement could not have been avoided by substituting another reasonably available service, product, system or method capable of performing the same function; or
- (d) It would be reasonably expected to use the Services in combination with such service, product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any

money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Request for Services issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or

contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

Authorized Signatures: The undersigned hereby certifies that he or she has the authority to sign on behalf of the Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 hereto.

The Subsidiaries of Enterprise Holdings, Inc. as listed on Schedule 1

By: 

Title: Secretary

Date: September 9, 2019

The State of Oregon acting by and through its Department of Administrative Services, Enterprise Goods and Services, Procurement Services

By: 

Title: DEP. STATE Chief Proc. Officer Date: 9-16-19

SCHEDULE 1

Subsidiaries of Enterprise Holdings, Inc.

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS, LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company - Southeast, LLC
Enterprise Leasing Company - West, LLC
Enterprise Leasing Company - South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC
PRERAC, Inc.

Approved pursuant to ORS 291.047

Oregon Department of Justice

By: Via email Karen Johnson
Sr. Assistant Attorney General

Date: 8/30/2019

Exhibit A to NASPO ValuePoint Master Agreement

SAMPLE PARTICIPATING ADDENDUM

MASTER AGREEMENT # ____
Exhibit ____
FORM PARTICIPATING ADDENDUM

NASPO ValuePoint
PARTICIPATING ADDENDUM # ____



NATIONWIDE CAR RENTAL SERVICES
Lead by the State of Oregon ("Lead State")

Master Agreement #: 9409

Contractor: The Subsidiaries of
Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement

Participating Entity: State of xxxxxxxx

(Removable Instruction: These items must be negotiated in each Participating Addendum: Definition of Authorized User (a Participating Entity should include all persons who will be authorized to use the Services under the specific Participating Addendum), and rates only if a Participating State adds in a state specific Administrative fee. See the Description of Vehicle Rental Services and look at any added services for example Roadside Assistance.)

The following Goods or services are included in this Addendum:

- Removable Example: All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website.

The following Goods or services are not included in this Addendum:

- Removable Example: Product modifications.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the car rental services provided by Contractor under the Enterprise Rent-A-Car and National Car Rental brands, led by the State of Oregon for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

[Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in

the state's statewide contract program.]

2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of ~~xxxxxxx~~. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	
Address:	
Telephone:	
Fax:	
Email:	

Participating Entity

Name:	
Address:	
Telephone:	
Fax:	
Email:	

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to Contractor and the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☐ The following changes are modifying or supplementing the Master Agreement terms and conditions.

[Removable Instruction: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the box above and delete this paragraph.]

5. Reserved

6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of ~~xxxxxx~~, as shown on the dedicated Contractor (cooperative contract) website, are

Exhibit B to NASPO ValuePoint Master Agreement

Description of Vehicle Rental Services

GENERAL DESCRIPTION OF SERVICES: Contractor shall provide the following Services:

SECTION 1: GENERAL

1.1 Licensing Requirements:

Contractor shall secure, maintain and pay for any federal, state and local licenses required to provide the services referenced in the Master Agreement (MA).

1.2 Implementation:

1.2.1 Account Implementation Procedures:

To assist Participating Entities that are new to the NASPO Program, Contractor maintains a representative available to each state's Participating Entities. The entire implementation process will be managed by the Participating Entities account management team, with support from internal departments, including all necessary implementation and marketing materials for distribution to Participating States and Participating Entities.

As required progress will be monitored through a timeline and strategy checklist.

Contractor's local branches, available at enterprise.com or nationalcar.com, in each Participating State will be notified about the partnership with the state and details regarding their rental program.

For Participating States and Participating Entities currently a part of the NASPO program, Contractor shall look for continuous points for Master Agreement improvement and development.

1.3 Promotion:

Contractor shall further develop each Participating State and Participating Entity's program to grow the program. Contractor's representatives will work directly with Participating States and Participating Entities with their state program on a regular basis, and will explore the current car rental environment of the state. Following the lead of the Participating State and Participating Entity, Contractor shall partner with the designated point of contact(s), and following state guidelines and protocols, develop an implementation plan, including approved communications to support the promotion of the Master Agreement.

approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

- Z. Request for Service: Any rental completed by a Participating Entity or Purchasing Entity for car rental services available from this Master Agreement shall be deemed to be a Purchase of Service (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Request for Service agree in writing that another contract or agreement applies to such Request for Service.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

[Removable Instruction: Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and
posting in appropriate data bases.]***

- 1.4 Provide the Participating Entity car rental Services for nationwide locations on the terms and conditions as set forth in the MA. A Participating Entity may purchase any quantity of Services listed in the MA at the prices listed in the awarded MA.
- 1.5 Renters under the NASPO contract must be at least 18-years old. Students renting or driving vehicles rented on behalf of universities or colleges must be operating the vehicle on official university/college business, or in connection with university/college-sanctioned activities. Drivers of vehicles with 10-passenger seating capacity must be 21 years old. Renters must be 25 years of age or older to rent 12- and 15-passenger vans. All renters must have a driver's license that is valid during the entire rental period and book under a valid NASPO or authorized State Account Number. Contractor will waive underage and young renter fees for renters age 18 through 20 years of age. Contractor maintains the right to verify employment or other affiliation with Participant that would give them the right to rent as a "Traveler".
- 1.6 Rental receipts must clearly detail all charges that Contractor has the capability to include.
- 1.7 **Rental Conditions:** The awarded MA is a rental only Agreement and nothing herein contained shall be construed as transferring to Participating State or Participating Entity any ownership right, title, or interest in or to any vehicle rented hereunder. Participant is not granted hereby and shall not have any right or option hereunder to purchase any rental vehicle either during the term or on expiration of a rental contract. This is not a financing or lease agreement.
- 1.8 **Maintenance and Operating Expenses:** Traveler will be responsible for gasoline and other expenses as required by law. All other maintenance and operating expenses (including insurance) are the responsibility of the Contractor. Contractor shall only rent vehicles that have been maintained in accordance with manufacturer's requirements, and industry standards.
- 1.9 **Vehicle Downtime:** If in the Traveler's judgment a vehicle is or becomes substantially impaired or unsafe to operate, Contractor shall immediately replace the vehicle upon notification by Traveler. Such replacement shall be at no extra charge so long as the impairment or unsafe condition is not caused, in whole or in part, by the negligence or willful misconduct or intentional act of the Traveler. Contractor shall deliver the replacement vehicle to a location determined by Traveler. Contractor shall be responsible for all repairs and towing of vehicle so long

as the repairs and/or towing, as the case may be, are not caused, in whole or in part, by the negligence or intentional act of the Traveler.

1.10 Assignment: Purchasing Entity and Traveler will not assign a Contract or permit anyone other than a properly authorized and licensed Traveler to operate any rental vehicle.

1.11 Accidents: Purchasing Entity shall require the Traveler to promptly notify the Contractor of all accidents involving any rental vehicle Traveler has in its possession, including the time, place and nature of the accident or damage, the names and addresses of parties involved, persons injured, witnesses, owners of property damaged, the place at which Contractor may examine the vehicle and such other information as may be known by Traveler, and promptly advise Contractor of all correspondence, papers, notices and documents delivered to Traveler in connection with any claim or demand involving or relating to any vehicle or its operation. Purchasing Entity and Traveler shall cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

1.12 Liability for Rental Vehicle:

Contractor shall hold State, Purchasing Entity and Traveler harmless from any physical damage, loss, vandalism, fire or theft of the rental vehicle provided rental vehicle was not used by the Purchasing Entity or Traveler in any manner listed in Section 2.8. The Contractor shall not charge the State, Purchasing Entity or Traveler any collision/loss damage waiver fee for a vehicle rented hereunder. Contractor specifically waives any right to submit any claim against the State, Purchasing Entity or Traveler for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a rental vehicle provided under this Master Agreement, provided rental vehicle was not used by the Purchasing Entity or Traveler in any manner listed in Section 2.8. Notwithstanding above, Travelers shall not smoke in Contractor's vehicles, and Contractor may charge Purchasing Entity for any smoking damages caused by Traveler or Traveler's passengers in the vehicle while in Traveler's possession.

A loss of use fee may be applied only if a Traveler uses the rental vehicle in any manner listed in Section 2.8 (Improper Use of Vehicle) and damage to the rental vehicle is caused. The onetime Loss of use fee is set forth in Exhibit C Rates.

1.12.1 Liability Protection for Rental Vehicle:

Contractor shall provide liability protection with each U.S. vehicle rental transaction at no additional cost to Purchasing Entity for a vehicle operated in compliance with the terms of the Contract. This liability protection, which shall be voided if the rental vehicle is used in any manner listed in Section 3.1, shall extend third party liability protection to Purchasing Entity and Traveler in a combined single limit amount per occurrence of not

less than \$1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental vehicle.

1.12.2 Property in the vehicle:

Contractor is not responsible for loss of or damage to any Participating Entity or Traveler's personal property in or on the vehicle, in any service vehicle, on Contractor's premises, or received or handled by Contractor. Personal Effects Coverage (PEC) may be purchased at the time of rental. Cost varies based on location.

1.13 Reservation:

In order to guaranty the availability of the vehicle, Traveler must make a reservation at least 96 hours in advance. If a Traveler walks into a Branch location the rental rates shall be honored on the cars available at the time of Request for Services. Reservations may be made by Participating Entity or Traveler, contracted travel agencies. Reservations shall guarantee vehicle availability including automatic, no-added cost substitution. Reserved vehicle will be held for 3 hours after the Traveler's estimated time of arrival prior to release. Whenever possible, the Participating Entity or Traveler will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating rental vehicle cancellation or delayed pickup, however, in no situation shall the State, Participating Entity or Traveler be liable for payment of "no shows". Travelers and Purchasing Entity's will cancel reservations in the same manner they were made when possible. The Rates and coverages provided herein shall only be available to the Participating Entity and Traveler if the Participating's Entity's Account Number is used at the time of the reservation or at the commencement of the rental transaction.

1.13.1 Reservation Systems/Options:

Contractor shall maintain an internet reservation system where Travelers can access the rates. Contractor shall make available contracted rates on all major Global Distribution Systems (GDS). Contractor shall maintain a toll free 24 hour 365 days a year reservation phone number where Contractor's agents have access to the rates. This telephone number must be available by a toll free line. Contractor shall also accept reservations at branch locations via walk-in or local telephone number. Contractor personnel at all Contractor locations must have access to the MA rates and terms and conditions contained in this MA.

1.13.1.1 Short Notice Reservation:

Contractor shall not charge additional fees for short notice reservations.

1.13.2 Traveler Pick up from Contractor:

Contractor's "We'll Pick You Up" service is available to our customers. With a 24-hour notice, we will pick up a Traveler at any home or business address in the United States. This service is available at no additional cost within a 5 mile radius of the rental location.

Fees may apply outside of this area. Any delivery of vehicles and pick-up of vehicles after the completion of a rental and any such provided service and cost associated with such will be determined by the renting location.

1.13.3 International Vehicle Rental:

Rentals originating outside of the US are not available under this Master Agreement.

1.14 Vehicle Demand:

Contractor shall attempt to meet 100% percent of Purchasing Entity or Travelers requests and shall meet 100% of confirmed guaranteed reservations when 96 hours' advance notice is given. If a reserved vehicle is not available at the time of pickup by the Traveler, Contractor shall substitute a vehicle of similar or greater quality at no additional cost. Contractor shall note on the invoice that a vehicle of same or greater quality was substituted at same or lower price.

1.15 Vehicle Pick Up/ Return:

Contractor must ensure this process is expedited and easy for the Traveler. At airport locations with counters, Contractor personnel will be available during terminal hours of operation to meet the standard of 90% of all incoming flights. For locations without airport counters, a courtesy phone or clearly identifiable sign indicating the telephone number to call for Contractors shuttle is required. Shuttle service pickup must be available within 15 minutes of Traveler's notification to Contractor. Vehicle pickup should routinely be within a total of 30 minutes from initial contact with the Contractor.

Except with respect to Emerald Aisle rentals available to Contractor's Emerald Club program, Contractor requires Traveler to sign Contractor's Standard Rental Contract, a representative sample of which is attached as Exhibit F. Refer to Section 2.9 for refueling. Contractor will also provide the Traveler with accident, repair, roadside assistance information and vehicle return instructions. With the exception of Emerald Aisle rentals, Contractor shall provide to Traveler a completed copy of the Standard Rental Form showing estimated charges to be billed for the rental, including any pass-through charges that may subsequently be billed to Traveler.

1.15.1 Preferred Customer/Loyalty Program:

Contractor shall provide a specific preferred customer or loyalty program for Travelers who elect to participate and whose Travelers' Participating Entity's policies allow such participation.

1.16 Contractor Rental Sites not at Airports:

Contractor shall ensure all MA prices and terms and conditions are available at all Contractor locations and that there is 100% percent MA adherence. Contractor shall

provide seamless service and full compliance with the terms and conditions of the MA at all Contractor locations.

1.17 Airport and Branch Locations:

Contractor shall have rental branches at airport locations at the 2017 top 50 commercial airline airports as shown at:

[https://www.rita.dot.gov/bts/sites/rita.dot.gov/bts/files/publications/national transportation statistics/html/table 01 44.html](https://www.rita.dot.gov/bts/sites/rita.dot.gov/bts/files/publications/national_transportation_statistics/html/table_01_44.html)

Locations must be well-lighted, clean, properly maintained and clearly identified as the Contractors vehicle rental counter.

1.18 Rate Structure

1.18.1 Round Trip Rentals:

Contractor shall charge only the MA rates for rental of vehicle at each branch location. Rate includes all charges for reservations, shuttle service, collision/loss damage waiver, standard roadside assistance, liability protection for U.S. rentals and other locations where required by law (and in such circumstances in the minimum amounts required by applicable law) and unlimited mileage.

Rates under the MA are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts will be calculated and applied.

Rates are base rates; they are exclusive of fuel for re-fueling, optional services or features purchased by Traveler, local and state sales and federal excise taxes, airport concession fees, city surcharges or city differential fees applicable in certain cities, legislative or mandated taxes or fees, bond issues imposed by government bodies and similar charges controlled by third party(ies). Contractor shall itemize those charges as separate line items on the rental agreement and add the charges to the base rate. Where the Purchasing Entity is not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Enterprise and National charge 33 percent of the daily rate for hourly charges up to the cost of the daily rate.

1.18.2 One Way Rentals:

One-way rentals must be reserved as one-way rentals. Rates for airport rentals beginning and ending at airport locations are set forth as One-Way Daily Rates in the Pricing Sheet (Exhibit C). One-Way Daily Rates include unlimited mileage. Contractor shall not charge any drop fee or mileage charge for one way rentals from and to Airport locations.

Off-Airport Locations. One-Way rates that are vehicle reservations that do not begin or end at an airport location. Also, off airport locations have an additional \$125.00 drop fee for one-way rentals.

1.18.3 Daily Surcharge:

Contractor may charge a daily surcharge in addition to the daily rate at the amount and in those markets identified in the rate section.

1.19 Fact-Finding Assistance:

The Contractor shall assist any investigative unit of the Participating Entity or Traveler concerning alleged wrongdoing or suspected fraud or abuse by any Travelers or those entities doing business with the Contractor. Reciprocal assistance from the Purchasing Entity with regard to investigations shall be provided to the Contractor.

1.20 Roadside Assistance:

Standard Roadside Assistance is included in the vehicle rental; and provides assistance in connection with damage to the vehicle, glass replacement and towing (related to an accident). Travelers in need of emergency road service in the United States and Canada may call a dedicated 24-hour roadside assistance line. Instructions for contacting the roadside assistance line are included in the Standard Rental Agreement provided at the time of rental. Contractor's customer service can be reached 24 hours a day at 1-800-261-7331 or by email from the Enterprise website <https://www.enterprise.com>. Travelers using the Enterprise Rent-A-Car App and National Car Rental App also can press the Roadside button. Contractor shall provide a toll-free roadside assistance number 24 hours a day, 365 days a year. Contractor's Roadside Assistance Department shall work with Travelers to ensure the proper solution is found in a timely manner by utilizing Contractor local rental office, manufacturer's programs, dealer networks or other vendors. Contractor shall provide Travelers instructions for reporting accidents and any other roadside problems.

If experiencing any operating problems, the Traveler may choose to return the vehicle to a Contractor branch location at his or her convenience or request a different vehicle to be brought to a specific location as soon as possible.

Optional Roadside Protection may be purchased at the Rates set forth in Exhibit C to provide coverage for lockout service, jump starts, tire changes, fuel delivery, key replacement and towing for events unrelated to an accident. However Contractor's policy states this optional protection does not include replacement of lost keys or remote entry devices in California, Kansas, Nevada and New York.

1.21 Travelers with Disabilities:

Contractor shall offer available adaptive driving devices, including hand controls, spinner knobs, pedal extenders, and left-foot accelerators, subject to vehicle compatibility.

For Enterprise, information regarding device availability and reservations is available at <https://www.enterprise.com/en/help/customers-with-disabilities.html?icid=footer.customer.service--disabilities--ENUS.NULL>

For National, information regarding device availability and reservations is available at <https://www.nationalcar.com/en/support/customers-with-disabilities.html>

For reservations and more information, renters may call:

- o Enterprise: 866-225-4284 (users of TTY devices use 866-534-9270)
- o National: 888-273-5262 (users of TTY devices use 800-328-6323)

Contractor does not offer lift-equipped vans or wheelchair ramps for rental. Enterprise's "We'll Pick You Up" service is available for mobility device-equipped vehicles. Our branch locations can provide pick-up and delivery service in either the car the customer will be renting or a car of the same class.

1.22 1.21 Environmental Awareness:

1.21.1 Hybrid Vehicles:

Contractor shall provide hybrid vehicles at most of its locations. Pricing for hybrid vehicles is located in the Exhibit C Rates.

1.22.1 Alternative Fuel Vehicles:

Where available and on not less than seven (7) days advance request, Contractor shall provide a class of vehicles known as Alternative Fuel (E85, natural gas or hydrogen) or "hybrid" vehicles. Hybrid vehicles must have a federal MPG rating of at least 25 MPG.

SECTION 2: VEHICLE REQUIREMENTS:

2.1 Non- Smoking Vehicles:

Contractor shall make every attempt to provide under this MA, non-smoking vehicles. At the time of rental, Traveler may request a different vehicle if the vehicle smells like smoke.

2.2 Vehicle Stock:

Contractor shall maintain an adequate number of vehicles on hand to meet the needs of Participants with advance reservations.

2.3 Required Vehicles and Equipment:

Contractor shall only provide Purchasing Entity's and Travelers with rental vehicles with fewer than 40,000 miles. Contractor certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags and all season radial tires. Contractor shall equip and maintain all rental vehicles to meet all federal, state and local vehicle safety standards, codes, and ordinances.

2.4 Vehicle Condition:

At time of vehicle pickup, Contractor shall ensure the rental vehicle has a full tank of gas or as otherwise provided in Section 2.9 and proper fluid levels; coolant protected to -20 degrees; and is in clean condition (inside and out). All vehicles should be in a like-new condition, reasonable wear and tear excepted, with no body damage or mechanical problems that impedes the safe operation of the vehicle.

2.5 Repossessing the Vehicle:

Contractor can repossess the vehicle if it is reported to be illegally parked, being used to violate the law or the terms of this Contract, or it is reported by local law enforcement to be abandoned. Contractor can also repossess anytime it discover that a misrepresentation was made to obtain the vehicle. Contractor shall first notify the Traveler or Purchasing Entity to attempt to resolve any issues in advance of any Contractor action to repossess the vehicle.

2.6 Vehicle Classes:

- Sedans: Economy/ Compact, Intermediate/ standard, and full size.
- Passenger Vans: Mini Vans and 12 passenger vans.
- SUV's: Mid/Standard SUV and full size/ Premium SUV
- Pick-ups: Small truck and Large Truck
- Other Categories:
- Premium, Jeep crossover, Convertible, Compact Hybrid, Intermediate Hybrid, Full size Hybrid, and 15 passenger vans.

Cargo Vans may not be rented under this Contract.

- 2.7 Toll Pass.** Contractor's TollPass programs, where available, may be purchased at the time of the rental transaction. The TollPass program, policies and charges may be changed at any time without notice. Fees charged for the TollPass program do not include toll charges. Toll charges including citations may be collected by Contractor or a third party. These charges will be billed separately from the vehicle rental charges.

PARTICIPANT RESPONSIBILITIES

2.8 IMPROPER USE OF VEHICLE:

Purchasing Entity and Traveler agree the rental vehicle will not be used and/or the driver (as the case may be):

- a) By a driver who is under the influence of alcohol or any prohibited drugs.

- b) For any illegal purpose.
- c) To Push or tow another vehicle unless the vehicle is equipped for towing and is specified in the rental agreement.
- d) To carry passengers or property for hire.
- e) In a test, race or contest.
- f) By an unlicensed driver.
- g) By a person other than an authorized Traveler with the minimum driver requirements.
- h) Outside of the United States except where such use is specifically authorized by the Contract.
- i) Off paved or maintained roads or driveways. (Gravel and/or dirt roads maintained by a state, county or local municipality or individual property owner are considered maintained roads or driveways.)
- j) By a driver who allows more passengers to occupy the vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.
- k) By a driver who is under 18 years of age.
- l) By a driver or occupant who is smoking.
- m) By a driver who obtained the vehicle through fraud or misrepresentation.
- n) By a driver who intentionally caused the damage to or loss of the vehicle.
- o) In a live artillery fire exercises, or used in training or tactical maneuvers, or in police or other law enforcement activities, it is being understood that the Master Agreement is intended for business travel only.
- p) Will not leave the keys in the vehicle while unattended. If vehicle is stolen, the Participant must be able to produce the keys.
- q) Will not use passenger vans with a capacity of 10 or more passengers to transport children in the twelfth (12th) grade or younger for school related functions.
- r) Will not operate or use passenger vans with a capacity of 10 or more passengers in the country of Canada.
- s) 10 passenger vans Travelers must be 21 years of age.

t) 12 and 15 passenger vans Travelers must be 25 years of age.

2.9 Fuel and Refueling Options:

Traveler shall return a vehicle to the Contractor with the same fuel level as the Vehicle had at time of pick up unless an alternative fuel arrangement was made at the time of vehicle pick up. Failure to do so will incur additional charges for refueling.

2.10 Return of the Vehicle:

Traveler shall return the vehicle to the agreed return location as specified on the Standard Rental Agreement Enterprise and National charge 33 percent of the daily rate for hourly charges up to the cost of the daily rate. The vehicle shall have the same amount of gas in it as when the vehicle rental began unless an alternative fuel arrangement was made at the time of vehicle pick up.

2.11 Citations or Violations:

Fines, Expenses, Costs and Administrative Fees: Participant shall pay all fines, penalties and court costs for parking, traffic, toll and other violations, and charges.

2.12 Traveler Reservation:

At the time of reservation, Purchasing Entity or Traveler will provide the Participant account number. At the time of rental, the Traveler will present a method of payment, acceptable to Contractor and a valid driver's license. Rates and coverages provided herein shall only be available to the Participating Entity and Traveler if the Participating's Entity's Account Number is used at the time of the reservation or at the commencement of the rental transaction.

2.13 Master Agreement Contractor Choice:

Contractor acknowledges that it is not the exclusive provider of vehicle rental services contracted by NASPO Value Point, and Purchasing Entities and Travelers may use the Contractor offering the lowest price vehicle rental choice or the contract that best fits the Travelers need at the time of rental or otherwise designated by the Participating Entity under the Master Agreements administered by NASPO ValuePoint.

Exhibit C- Rates

Vehicle Type	Daily Rate	Weekly Rate	Monthly Rate
Sedans			
Economy/Compact	\$33.00	\$165.00	\$660.00
Intermediate/Standard	\$34.75	\$173.75	\$695.00
Full Size	\$37.50	\$187.50	\$750.00
Passenger Vans			
Mini Van	\$65.00	\$325.00	\$1,300.00
12 Passenger	\$122.00	\$610.00	\$2,440.00
SUV's			
Mid/Standard SUV	\$62.00	\$310.00	\$1,240.00
Full Size / Premium SUV	\$86.00	\$430.00	\$1,720.00
Pick- Up Truck's			
Small Pick Up Truck	\$70.00	\$350.00	\$1,400.00
Large Pick Up Truck	\$75.00	\$375.00	\$1,515.50
Other Class's Offered			
Premium	\$82.00	\$410.00	\$1,640.00
Jeep/ Crossover	\$65.00	\$325.00	\$1,300.00
Convertible	\$82.00	\$410.00	\$1,640.00
Compact Hybrid	\$49.00	\$245.00	\$980.00
Intermediate Hybrid	\$49.00	\$245.00	\$980.00
Full Size Hybrid	\$54.00	\$270.00	\$1,080.00
15 Passenger Van	\$140.00	\$700.00	\$2,800.00

Other Charges

Vehicle Type	Enterprise/National Airport One-Way Daily Rates	Mileage
Sedans		
Economy/Compact	\$83.00	Unlimited
Intermediate/Standard	\$83.00	Unlimited
Full Size	\$83.00	Unlimited
Passenger Vans		
Mini Van	\$145.00	Unlimited
12 Passenger	Not Available	Not Available
SUV's		
Mid/Standard SUV	\$145.00	Unlimited
Full Size / Premium SUV	\$165.00	Unlimited
Pick- Up Truck's		

Small Pick Up Truck	\$145.00	Unlimited
Large Pick Up Truck	Not Available	Not Available
Other Class's Offered		
Premium	\$129.00	Unlimited
Jeep/ Crossover	Not Available	Not Available
Convertible	Not Available	Not Available
Compact Hybrid	\$129.00	Unlimited
Intermediate Hybrid	\$129.00	Unlimited
Full Size Hybrid	\$129.00	Unlimited
15 Passenger Van	Not Available	Not Available
Misc. Other Fees		
Additional Roadside Protection		\$5.99/ per day
Personal Accident Insurance/Personal Effects Coverage		\$5.13 - \$13.00 per day, subject to change

<u>Surcharge Amount</u>	<u>National and Enterprise Airport Surcharge Locations</u>
\$3.00 per day	Richmond, VA
\$5.00 per day	Augusta, GA; Harrisburg, PA; Phoenix; Sacramento, Scranton, PA; State of Illinois (excluding Chicago); State of Tennessee (excluding Nashville); State of South Carolina (excluding Myrtle Beach); Rochester (ROC); Buffalo (BUF); Syracuse (SYR)
\$7.00 per day	Albany (ALB); Westchester (HPN); Stewart (SWF); ISLIP (ISP); Burlington (BTV)
\$10.00 per day	State of Alaska; Atlanta; Burbank; Hawaii Airports; Jackson, WY; John Wayne Airport (SNA); Los Angeles area (excluding LAX); Minneapolis/ST. Paul; Monterey; Nashville; Oakland; Pittsburg; Providence; common Wealth of Puerto Rico; Rapid City; San Diego; San Francisco (including the convention center); San Jose; State of Texas.
\$12.00 per day	Baltimore; Boston; Detroit; Philadelphia; Washington, DC.
\$15.00 per day	Chicago; Hawaii; Los Angeles International Airport (LAX); Newark (EWR).
\$23.00 per day	LaGuardia (LGA), Kennedy (JFK)

<u>Surcharge Amount</u>	Enterprise Brand Home City Surcharges
\$7.00 per day	Long Island Metro, Westchester Metro (including Greenwich and Stamford CT); Burlington Metro (VT)
\$10.00 per day	State of Alaska; commonwealth of Puerto Rico; Boston home city: Bemidji and Moorhead, MN; State of Nebraska (excluding Omaha and Lincoln); State of Wyoming (excluding Cheyenne, Laramie, and Jackson); San Francisco downtown.
\$12.00 per day	Washington, DC area
\$15.00 per day	Chicago Home City; Hawaii Home-City.
\$23.00 per day	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Stanton Island)
<u>National Licensee Differential</u>	<u>Location</u>
\$6.00 per day	Wisconsin (Appleton Airport, Green Bay Airport, January 1-December 31 st).
<u>Item</u>	<u>Rate</u>
Smoking/damage cleaning	Actual Cost
Vehicle Drop Off and Pick up Service	If available to be determined by location.
One time Loss of Use Fee	A onetime loss of use fee of up to and not to exceed \$245.00 will be charged only if damage occurs while the Traveler is using the vehicle improperly as set forth in Section 2.8 and damage to the rental vehicle is caused thereby. (up to \$245.00 is loss fee, this fee is one time charge, not to exceed amount and not a per day charge.)
15 Passenger Van available only at	Enterprise Locations

Exhibit D to NASPO ValuePoint Master Agreement

PROVISIONS REQUIRED BY FEDERAL LAW

Without limiting the generality of Section 15 of the Master Agreement, if applicable, Contractor shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements. For purposes of this Master Agreement, all references to federal laws are references to federal laws as they may be amended from time to time.

1. United States Government Subcontracting for Commercial Items. The Affiliates of EAN are approved prime contractors of the United States government and in certain circumstances function as subcontractors through contracts with prime contractors of the U.S. government. As such, the Affiliates maintain appropriate registrations in System for Award Management (SAM) administered by the U.S. Government which includes the central contractor registrations system (CCR) and online representations and certifications application (ORCA). The Affiliates shall not discriminate in their employment on the basis of any protected classification, and agree to comply with such non-discrimination laws and Executive Orders to the extent applicable. The EEO clauses set forth in 41 CFR 60-1.4(c), 60-741.5, 60-250.5, 60-300.5 and 48 CFR 52.222-35, 52.222-26, 52-222.36 and 29 CFR part 471, Appendix A to Subpart A, are incorporated herein by reference. The Affiliates shall, during performance of this Agreement, comply with all applicable provisions of Executive Order 11246, the affirmative action commitments for disabled veterans, veterans of the Vietnam Era, other veterans and disabled workers; and the related regulations of the Secretary of Labor, 41 CFR Chapter 60 to the extent applicable. **Affiliates shall abide by the requirements of 41 CFR 60-741.5(a), prohibiting discrimination against qualified individuals on the basis of disability and requiring affirmative action to employ and advance in employment qualified individuals with disabilities.**

In the event that Customer is awarded a prime contract with funds payable to Customer by the United States government or its agencies and Affiliates are qualified subcontractors to any such award for purposes of payments for services under this Agreement, Affiliates shall accept the following "mandatory flow down" Federal Acquisition Regulations (FAR) 44.402, 52-212(e) and 52.244-6 for commercial items:

Utilization of Small Business Concerns	FAR 52.219-8	Nov 2016
Equal Opportunity	FAR 52.222-26	Sept 2016
Equal Opportunity for Veterans	FAR 52.222-35	Oct 2015
Equal Opportunity for Workers with Disabilities	FAR 52.222-36	Jul 2014
Notification of Employee Rights Under the National Labor Relations Act	FAR 52.222-40	Dec 2010
Preference for Privately Owned U.S.-Flag Commercial Vessels	FAR 52.247-64	Feb 2006
Combating Trafficking in Persons	FAR 52.222-50	Mar 2015
Contractor Code of Business Ethics and Conduct	FAR 52.203-13	Oct 2015
Employment Eligibility Verification	FAR 52.222-54	Oct 2015

If additional FAR requirements must be imposed upon Affiliates by law or by prime contract, such must be separately agreed to in writing by the applicable Affiliate(s) and Customer. In such case, there is no guarantee by EAN or the Affiliates that Rates will remain as stated in the Agreement.

2. Clean Air, Clean Water, EPA Regulations. If this Master Agreement, including amendments, exceeds \$100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the

use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Participating Entity or Purchasing Entity, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

3. Energy Efficiency. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

4. Truth in Lobbying. The Contractor certifies, to the best of the Contractor's knowledge and belief that:

4.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

4.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

4.3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Agreement imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Reserved

6. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all applicable mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962)

requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

7. Substance Abuse Prevention and Treatment. Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, if applicable, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64).

8. Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."

9. Debarment and Suspension. Contractor shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. Reserved

11. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work.

12. Pro-Children Act. Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

13. Federal Tax Information. Contractor shall comply, if applicable, with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

Exhibit E- NASPO ValuePoint Detailed Sales Data Report Form

See Attached Reporting File

RENTAL AGREEMENT JACKET TERMS AND CONDITIONS

Renter agrees by Renter's signature on the digital tablet (herein referred to as the "Rental Agreement Summary") that Renter has read, is aware of, accepts full responsibility for and is bound by the terms and conditions contained in this Rental Agreement Jacket and in the Rental Agreement Summary (the Rental Agreement Summary and Rental Agreement Jacket shall be referred to collectively as the "Agreement" herein), hereof for the Rental Period whether or not subsequent Agreements are executed by Renter or if Owner assigns a new Agreement number during the Rental Period for the purpose of invoicing Renter. Renter agrees that electronic signatures have the same force and effect as manual signatures. Renter expressly acknowledges that Renter and Owner are the only parties to this Agreement, notwithstanding that a reservation for vehicle may have been arranged by a third party; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of vehicle, length of rental, rental rate and/or selection of optional products. For matters arising from this Agreement, Renter authorizes Owner to verify and/or obtain through credit agencies or other sources Renter's personal, credit and/or insurance information. This Agreement is the entire Agreement between Renter and Owner and cannot be altered by another document or oral agreement unless agreed to in writing and signed by Renter and Owner.

1. Definitions: For the purposes of this Agreement, the following terms are specifically defined:

- a. **"Additional Authorized Driver(s)" (AAD(s))** means any individual in addition to Renter who is permitted by Owner to operate Vehicle. This includes individuals identified on the Rental Agreement Summary as ADDITIONAL AUTHORIZED DRIVER(S), and with the permission of Renter, includes Renter's spouse or domestic partner (same or opposite sex) who meets the minimum rental age and holds a valid license.
- b. **"Optional Accessories"** means but is not limited to optional child seats, global positioning systems, ski racks, toll transponders and/or other products accepted by Renter.
- c. **"Owner"** for the purposes of this Agreement means "OWNER OF VEHICLE" shown on the top of the Rental Agreement Summary;
- d. **"Rental Period"** means the period between the time Renter takes possession of Vehicle until Vehicle is returned or recovered and in either case, checked in by Owner.
- e. **"Renter"** means the person, or entity identified on the Rental Agreement Summary as "RENTER";
- f. **"Vehicle"** means the "ORIGINAL VEHICLE" or any replacement vehicle(s).

2. Ownership/Vehicle Condition/Warranty Exclusion. Renter acknowledges that Vehicle and any Optional Accessories are, by ownership, beneficial interest or lease, property of Owner or its affiliate, even if owned, registered or titled to a third party. Renter is not an agent of Owner and has no authority to bind Owner. Renter agrees Renter received Vehicle and any Optional Accessories in good physical and mechanical condition. RENTER IS TAKING POSSESSION OF VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Renter agrees not to alter or tamper with Vehicle or any Optional Accessories. If Renter or AAD(s) determines Vehicle or any Optional Accessories is unsafe, Renter or AAD(s) shall stop operating Vehicle and any Optional Accessories and notify Owner immediately.

3. Payment by Renter.

- a. For items designated as either "/hour", "/day", "/week" or "/month" on the Rental Agreement Summary:
 - (1) "/hour" is 60 consecutive minutes or any portion thereof beginning at the start time of the rental.
 - (2) If "day = 24 hour period", "/day" is each consecutive 24 hours beginning at the start time of the rental.
 - (3) If "day = calendar day", "/day" is each consecutive full or partial day of the week.
 - (4) "/week" is 7 consecutive 24 hour days beginning at the start time of the rental.
 - (5) "/month" is 30 consecutive 24 hour days beginning at the start time of the rental.
 - (6) Unless expressly modified on the Rental Agreement Summary, all charges are for a minimum of 1 day.
- b. Renter shall pay Owner, its affiliates or agents amounts as set forth on the Rental Agreement Summary for:
 - (1) The hour, day, week and month charges on the Rental Agreement Summary for the Rental Period. The "/hour" charge if shown on the Rental Agreement Summary shall apply to each full or partial hour in excess of a day. The hourly charges shall not exceed the cost of one additional day. If Vehicle is returned during non-business hours or to any place other than the Branch Address on the Rental Agreement Summary, all rental charges incurred through the time an employee of Owner checks in Vehicle are Renter's responsibility.
 - (2) The mileage charge per mile for all miles exceeding any free miles set forth on the Rental Agreement Summary permitted for the Rental Period.
 - (3) The Optional Accessories, services and/or products charges for those items accepted by Renter.
 - (4) The optional Verified Carbon Offsets (CO2 OFFSET) accepted by Renter are an optional environmental service designed to offset the greenhouse gases emitted by Vehicle. Owner remits amounts collected to an independent 3rd party provider. See www.keystogreen.com for more information. The estimated emissions produced by Vehicle are based on the average mileage and fuel economy of vehicles in the rental fleet and are not calculated based on the emissions of a particular vehicle.
 - (5) The optional Tollpass Service accepted by Renter provides for the daily rental of a toll collection transponder or, in some states, the use of a pre-installed device or video-monitored toll collection services. In addition to the daily charge for the Tollpass Service, Owner, its affiliate or a third party may separately charge Renter's credit or debit card (or bill Renter, as applicable, for cash rentals) for each toll (or other charge) incurred using the transponder, pre-installed device or video monitored service during the Rental Period within the Tollpass service area at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. Renter expressly authorizes Owner or its affiliate to transfer to a third party: Renter's name, address, credit/debit card information, and other data necessary to enable the collection of all such amounts. No credit is provided for days the transponder is not utilized. Tollpass Service has a limited service area; attempting to use the service outside the service area may subject the Renter and/or any AAD(s) to fines and penalties see Paragraph 3.(c).(4.). A current listing of TollPass Service Area covered roads is available upon request, at "www.htallc.com/tollpass" or (877) 765-5201.
 - (6) The fuel charge at the rate shown. If based on consumption and Vehicle is returned with less fuel than when rented, the charge shall be for the Owner's estimated difference in fuel level shown on the fuel gauge from the time Vehicle is rented to the time it is returned. Renter shall not receive a refund or credit if Vehicle is returned with more fuel than when Renter received it. If Renter purchases the Fuel Service Option, then Renter's fuel charge shall be the per gallon charge multiplied by the fuel tank capacity of Vehicle rented. Renter shall not receive a refund or credit for any unused fuel.
 - (7) The one way fee (for returning to a predetermined location other than the Branch Location on the Rental Agreement Summary), fees for AAD(s) and/or fees based on Renter or AAD(s) age.

- (8) The other fees and charges (none of which are taxes) including but not limited to:
- Any airport Consolidated Facility Charge, Customer Facility Charge or similarly designated charge (CFC) which is required to be paid by Owner or collected from Renter in connection with this rental, for the construction, financing, operation and/or maintenance of the consolidated rental car facility, other airport facilities, and / or transportation related facilities,
 - The Concession Fee Recovery, Concession Fee Recoupment, or similarly designated charge (CONC REC) which is Owner's charge to recover the concession fees paid by Owner to an airport's owner or operator in connection with this rental; and
 - The Facility Fee Recovery (FAC REC) which is Owner's charge to recover the estimated fees, charges, costs, which may include rent paid by Owner to the owner, operator or agent of the location being serviced by Owner for this rental or to the owner, operator or agent of the location of the Branch Address on the Rental Agreement Summary; and
 - The (Motor) Vehicle License Fee Recovery (VLF REC or MVLCRF) which is Owner's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon Owner or its affiliates to title, register and plate all vehicles in its/their rental fleet registered in Oregon. The VLF REC/MVLCRF is not calculated based on the costs imposed upon a particular vehicle.
- c. Additional Obligations of Renter – Unless prohibited by law, Renter shall pay Owner, its affiliates or agents:
- If Renter returns the vehicle to a location other than the designated return location a vehicle recovery fee, unscheduled one way fee or drop charge which shall be no more than the greater of: a) \$300.00; b) \$1.50 per mile between return location and original rental office; or c) Owner's adjusted daily, weekly or monthly rate applicable on the date of return.
 - For damage to, loss or theft of Vehicle or Optional Accessories, including all related costs (see paragraph 7), to the extent CDW, as described in paragraph 17, or RAP, as described in paragraph 20, do not apply.
 - A fee to clean the Vehicle's interior upon return if there are excessive stains, pet hair/fur, trash, odors or other soilage.
 - All fines, costs, charges and attorneys' fees paid or to be paid by Owner, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Renter consents to the payment of all Fines, Tolls and Violations by Owner, its affiliates or a third party on Renter's behalf without advance notice thereof and acknowledges that such payment may prejudice Renter's ability to contest Fines, Tolls and Violations with the applicable authority. Renter agrees Owner may provide Renter's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Renter for any such Fines, Tolls and Violations. In addition, Owner, its affiliates or a third party may assess a fee of up to \$25 per incident to apply towards all costs incurred in connection with any violations and tolls and their administration.
 - A Tollpass Convenience Charge (TCC) (where available) of up to \$5.00 per day of Rental Period for each day Vehicle is operated on a TCC Covered Road and Vehicle operator does not pay an applicable toll. Total TCC charges will not exceed \$25.00 per Rental Period. To avoid the TCC, Renter may (i) use toll-free roads and bridges, (ii) pay tolls with cash (where applicable), or (iii) use any of the other methods described in our toll brochures and at www.enterprise.custhelp.com (keyword "tolls"), which vary by toll road/bridge. In addition to the TCC, Owner or a third party may separately charge Renter's credit or debit card for each toll not paid by Vehicle operator incurred during the Rental Period at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. A current listing of TCC Covered Roads is available upon request, at "www.htallc.com/tollpass" or (877) 765-5201. Operation of Vehicle on a roadway or bridge not covered by TCC where applicable tolls are not paid may subject the Renter to fines, costs and fees see Paragraph 3.c.(4.) above. **RENTER EXPRESSLY AUTHORIZES OWNER OR ITS AFFILIATE TO TRANSFER RENTER'S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF ALL TOLLS AND ASSOCIATED CHARGES INCURRED DURING THE RENTAL PERIOD.**
 - A late charge of 1 1/2% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period.
 - All expenses incurred by Owner in the collection of amounts due Owner under this Agreement or in regaining possession of Vehicle or in enforcing any term or condition of this Agreement, including attorneys' fees, Owner's administrative fees, and any other costs or expenses incurred by Owner.
 - The taxes, fees and other mandatory charges imposed by states, counties and other governmental authorities.
- d. Agreements and acknowledgements regarding payment cards –
- IF A CREDIT CARD OR DEBIT CARD IS PRESENTED AS A MEANS OF PAYMENT, DEPOSIT OR SECURITY, RENTER AUTHORIZES OWNER TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS AGREEMENT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. IF OWNER INITIATES ANY CHARGE THAT IS DISHONORED, RENTER AUTHORIZES OWNER TO RE-INITIATE SAID CHARGE WITHOUT FURTHER AUTHORIZATION FROM RENTER.**
 - The authorization or deposit amount on the Rental Agreement Summary will be taken by Owner as an authorization or sale. Such funds will not be available for use by Renter until after Vehicle is returned. One or more incremental authorizations and/or deposits may be taken during the Rental Period if Renter incurs additional charges.
 - Renter acknowledges final amounts charged to Renter's card may exceed amounts shown on the Rental Agreement Summary, if Renter incurs charges not included in such amounts.
- e. **Owner will attempt to refund Renter any amount collected from Renter that exceeds the aggregate of all of Renter's obligations to Owner within 20 business days after Owner has confirmed the full extent of such obligations. For payments made by cash, check or money order, any such excess will be refunded by check.**

All amounts are subject to final audit by Owner.

4. Prohibited Use and Termination of Right to Use.

- a. Renter agrees to the following limits on use:
- Vehicle shall not be driven by any person other than Renter or AAD(s) without Owner's prior written consent.
 - Vehicle shall not be used for transporting persons for hire; as a school bus; or for driver training.
 - Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property UNLESS:
 - Renter obtains bodily injury and property damage liability insurance required of a motor carrier by the state and/or federal government where Vehicle is rented and/or operated; and
 - Renter and any AAD(s) hold a valid class license for that purpose and comply with all federal, state or municipal laws, ordinances or regulations.
 - Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.
 - Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside of the passenger compartment.
 - Renter shall not remove any seats from Vehicle.
 - Vehicle shall not be driven by any person impaired or under the influence by the use of narcotics, alcohol, intoxicants, or drugs, used with or without a prescription.

- (8) Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jam, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and/or guidelines.
 - (9) Vehicle shall not be driven on an unpaved road or off-road.
 - (10) Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Owner; or who misrepresents or withholds facts to/from Owner material to rental, use or operation of Vehicle.
 - (11) Renter shall not transfer or assign this Agreement and/or sublease Vehicle.
 - (12) Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
 - (13) Vehicle shall not be used for testing Vehicle's technological components or capabilities.
- b. Renter agrees to return Vehicle and any Optional Accessories to Owner on or before return date to the address stated on the Rental Agreement Summary or on Owner's demand and in same condition as received, ordinary wear and tear excepted. Extensions to Rental Period are at Owner's option.
 - c. In the event of any violation of the limits on use or any other provision of this Agreement, Owner automatically, without any further notice to Renter or AAD(s), terminates their right to use Vehicle and Owner retains any other rights and remedies provided by law. Owner has the right to seize Vehicle without legal process or notice to Renter or AAD(s). Renter and AAD(s) hereby waive all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Owner in returning Vehicle to the original rental office.
 - d. If Renter or AAD(s) continue to operate Vehicle after the right to do so is terminated, Owner has the right to notify police Vehicle has been stolen. Renter and AAD(s) hereby release and discharge Owner from and indemnify, defend and hold Owner harmless against any liability arising from such notice. Renter remains responsible for all charges, costs, taxes, fees and obligations as set forth in Paragraph 3.

Any use of the vehicle in a manner prohibited in this paragraph shall, to the extent permitted by applicable law, void Personal Accident Insurance/Personal Effects Coverage (PAI/PEC), and Supplemental Liability Protection (SLP).

5. Roadside Assistance. For roadside assistance in the U.S. and Canada call 1-800-307-6666 and you will be connected to a third-party roadside assistance provider that, depending on your location and circumstances, may be able to dispatch personnel capable of performing roadside services to your location. Charges apply for any service(s) provided to Renter.

6. Accidents. Damage to, loss or theft of Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Renter and AAD(s) must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Renter and AAD(s) shall cooperate fully with Owner and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Renter consents to Owner or its representatives retrieving and using such data from the EDR.

7. Damage to, Loss, Modification or Theft of, Vehicle, Optional Accessories and Related Costs. Except to the extent restricted, modified or limited by State law, Renter accepts responsibility for damage to, loss, modification or theft of, Vehicle, Optional Accessories or any part or accessory occurring during the Rental Period regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned Renter shall pay owner the replacement cost of the Optional Accessories. Renter is responsible for all towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. Renter agrees to pay any taxes, fees and other mandatory charges imposed by states, counties and other governmental and/or airport authorities. Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows: (i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 4 multiplied by the daily rate (including any Car Class Change) on the Rental Agreement Summary. Renter also agrees to pay: (a) an administrative fee of \$50.00 when the repair estimate is less than \$500.00 or \$100.00 when the repair estimate is between \$500.00 and \$1,500.00 or \$150.00 if greater than \$1,500.00; (b) a sum for diminishment of value if Vehicle is repairable calculated as 10% of the repair estimate if the damages are greater than \$499.99. If Vehicle is returned during non-business hours or to any place other than Branch Address on the Rental Agreement Summary, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL CDW.**

8. Responsibility to Third Parties. Owner or its affiliate complies with applicable motor vehicle financial responsibility laws as an insured, self-insurer, bondholder, or cash depositor. Except to the extent required by the motor vehicle financial responsibility laws of the applicable state or otherwise by law or this Agreement, neither Owner or its affiliate extends any of its motor vehicle financial responsibility or provides insurance coverage to Renter, AAD(s), passengers or third parties through this Agreement. Owner's liability protection does not apply until after the exhaustion of all automobile liability insurance and/or other protection available to the Renter, AAD(s), passengers or third parties (personal automobile liability insurance and/or any other protection or indemnification whether primary, excess or contingent), and then Owner's protection applies only to the extent it is needed to meet, on a cumulative basis with all such liability insurance or protection available to the Renter, AAD(s), passengers or third parties, the minimum financial responsibility limits required by applicable law. **SEE PARAGRAPH 18 FOR INFORMATION ON OPTIONAL SLP.**

9. Indemnification by Renter. Renter is liable for any injury, death or damage arising out of the use of Vehicle or Optional Accessories. Renter shall defend, indemnify and hold Owner and/or its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or its affiliate(s) in any manner from this rental transaction, or from the use of Vehicle or Optional Accessories by any person, including claims of, or liabilities to, third parties. Renter may present a claim to Renter's insurance carrier for such events or losses; but in any event, Renter shall have final responsibility to Owner or its affiliate(s) for all such losses. This obligation may be limited if Renter purchases optional CDW and/or optional SLP to the extent CDW and/or SLP applies. **SEE PARAGRAPHS 17 AND 18 FOR MORE INFORMATION ON OPTIONAL CDW AND OPTIONAL SLP.**

10. Personal Injury Protection and Uninsured/Underinsured Motorist Protection. Except as required by law, Owner or its affiliate do not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) through this Agreement. If Owner or its affiliate is required by law to provide PIP and/or UM/UIM, Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/UIM limits in excess of the minimum limits required by law.

11. Personal Property. Owner is not responsible for any damage to, loss or theft of Renter's personal property or data contained therein, whether the damage or theft occurs during or after termination of the rental regardless of fault or negligence. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any

personal property carried in or left in Vehicle or on Owner's premises. Owner is not liable for and Renter shall defend, indemnify and hold Owner and its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or its affiliate(s) or in any way arises out of Renter's or Renter's passengers failure to remove any personal property, including but not limited to data or records of Renter or Renter's passengers downloaded or otherwise transferred to Vehicle. Owner is not responsible for and Renter releases Owner from any claim or cause of action which may arise from a prior renter's or passenger's failure to remove any personal property, data or records from Vehicle. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises. **SEE PARAGRAPH 19 FOR INFORMATION ON OPTIONAL PAI/PEC.**

12. Use in Mexico. Vehicle shall not be taken into Mexico without Owner's prior written consent. Even with Owner's prior written consent, CDW, PAI/PEC and SLP do not apply to accidents or events that occur in Mexico. Renter must maintain or purchase insurance which shall apply in Mexico, as specified and approved by Owner, prior to taking Vehicle into Mexico.

13. Third Party Proceeds. If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Renter under this Agreement, Renter hereby assigns to Owner Renter's right to receive such payment. Only those amounts actually paid by a third party to Owner shall reduce the amount owed by Renter under this Agreement; provided however, certain third parties may have agreed to pay Owner a flat fee for this rental in lieu of Owner's "/day" charges or the per diem benefits under the applicable insurance policy. In such event the flat fee might exceed or be less than: the normal "/day" charges as calculated under this Agreement; or the per diem benefits. Regardless of the amounts paid under such flat fee agreement, third party payments shall not be applied to: vehicle upgrades or optional products (beyond those provided by the third party); or, rental days beyond those specified by the third party. Renter remains responsible for all charges not paid by the third parties, such as charges for vehicle upgrades, optional products, extra rental days, and all other charges.

14. Power of Attorney. Renter hereby grants and appoints to Owner a Limited Power of Attorney:

- a. To present insurance claims of any type to Renter's insurance carrier and/or credit card company if:
 - i. Vehicle is damaged, lost or stolen during the Rental Period and if Renter fails to pay for any damages; or
 - ii. Any liability claims against Owner arise in connection with this rental transaction and Renter fails to defend, indemnify and hold Owner harmless from such claims;
- b. To endorse Renter's name to entitle Owner to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

15. Severability. If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

16. Limitation of Remedy/No Consequential Damages. If Owner breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter or AAD(s) and if Owner is liable under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter and AAD(s) and Renter's and AAD(s)' sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the period in which Renter or AAD(s) did not have use of Vehicle or substitute Vehicle. **RENTER AND AAD(S) WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER OR AAD(S). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER OR AAD(S). Renter further acknowledges that any personal data or information downloaded or transferred to Vehicle may not be secure and may be accessible after the Rental Period. Renter releases Owner from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party.**

17. Collision Damage Waiver.

COLLISION DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF COLLISION DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter may purchase optional Collision Damage Waiver (CDW) from Owner for an additional fee. If Renter purchases CDW, Owner agrees, subject to the actions that invalidate CDW listed below, to contractually waive Renter's responsibility for all or part of the cost of damage to, loss or theft of, Vehicle or accessory and related costs regardless of fault or negligence up to the amount initialed on the Rental Agreement Summary. Notwithstanding anything to the contrary and unless prohibited by law, CDW does not apply to lost or damaged keys, key fobs, transponders, Optional Accessories, or any liability imposed by law. CDW does not apply to damage occurring in Mexico.

When deciding whether or not to purchase CDW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to, or theft of, Vehicle, you have coverage or protection for such damage or theft and the amount of your deductible or out-of-pocket risk.

The following shall invalidate CDW:

- a. if Vehicle is damaged when used or driven:
 - (1) by any person other than Renter or AAD(s) without Owner's prior written consent;
 - (2) by any person if there is reasonable evidence the driver was impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription;
 - (3) by any person committing a felony or otherwise engaged in a criminal act;
 - (4) in a race or speed contest;
 - (5) to tow or push anything;
 - (6) under authority of any drivers license that is suspended, revoked, invalid or does not belong to the driver;
 - (7) to transport persons or property for hire;
 - (8) in a wanton or reckless manner or if Vehicle is deliberately damaged;
 - (9) on an unpaved road or off road;
 - (10) to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind; or
- b. if Renter misrepresents facts to Owner pertaining to rental, use, or operation of Vehicle; or
- c. if Vehicle's interior components are stolen or damaged when Vehicle is unlocked or keys are not secured; or
- d. if Renter fails or refuses to provide Owner, police, or other authorities with a full report of any accident or vandalism involving Vehicle or otherwise fails to cooperate with Owner, police, or other authorities in the investigation of any accident or vandalism.
- e. if Vehicle is stolen and Renter fails to do any of the following:
 - (1) return the original ignition keys and Owner's key tag identifying Vehicle;
 - (2) file a police report within 24 hours after discovering the theft;
 - (3) cooperate fully with Owner, police and other authorities in all matters connected with the investigation of the theft;

- (4) ensure that Vehicle's ignition is turned off at the time Vehicle is stolen.

18. Optional Supplemental Liability Protection.

THE PURCHASE OF SUPPLEMENTAL LIABILITY PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLP POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL INSURANCE POLICY, OR SOME OTHER SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.

SLP Benefits:

Optional Supplemental Liability Protection (SLP) provides Renter with minimum financial responsibility limits (at no charge to Renter) as outlined in the applicable motor vehicle financial responsibility laws of the state where Vehicle is operated AND excess insurance provided by the insurance policy (SLP charge as shown on the Rental Agreement Summary is for the excess insurance only), which supplies Renter and AAD(s) with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits referenced above and \$1,000,000 Combined Single Limit per accident. SLP will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in this Agreement. The policy does not provide coverage for any loss arising from the use or operation of Vehicle in Mexico. SLP is available for an additional charge as stipulated on the Rental Agreement Summary.

SLP Exclusions:

For all exclusions, see the SLP policy. Here are a few key exclusions:

(a) Loss arising out of an accident which occurs while Renter or AAD(s) is under the influence of alcohol or drugs, or other substances unless prescribed by a physician; **(b)** Loss arising out of bodily injury, death or property damage sustained by Renter or AAD(s) or any relative or family member of Renter or AAD(s) who resides in the same household; **(c)** Loss arising out of the operation of Vehicle by any driver who is not Renter or AAD(s); **(d)** Liability arising out of or benefits payable under any uninsured or underinsured motorist law, in any state; **(e)** Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault or any similar law to the foregoing, in any state; **(f)** Bodily injury, death to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by Renter or AAD(s); **(g)** Property damage to property transported or in the care, custody or control of Renter or AAD(s); **(h)** Damage to Vehicle; **(i)** Liability arising out of the use of Vehicle, which was obtained based on false, misleading or fraudulent information; **(j) Loss arising out of the use of Vehicle when such use is otherwise in violation of the terms and conditions of the Agreement.**

Report SLP Claims to:

Sedgwick CMS

P.O. Box 94950

Cleveland, OH 44101-4950

Phone: 1-888-515-3132 Fax: 1-216-617-2928

19. Optional Personal Accident Insurance/Personal Effects Coverage (PAI/PEC).

PURCHASE OF PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE.

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE PAI/PEC POLICIES. UPON REQUEST, A COPY OF THE POLICIES ARE AVAILABLE FOR REVIEW. PAI/PEC MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED BY A PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S OR TENANT'S POLICY OR SOME OTHER SOURCE. BENEFITS AVAILABLE UNDER THE PAI/PEC, HOWEVER, WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. EMPLOYEES, AGENTS OR ENDORSEES OF VEHICLE OWNER (AS DEFINED IN THE RENTAL AGREEMENT) ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S INSURANCE.

PAI provides Renter and Renter's passengers with Accidental Death, Accident Medical Expenses and Ambulance Expense benefits. PEC insures the personal effects of Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle. PAI & PEC are available for an additional charge as stipulated on the Rental Agreement Summary of the Agreement. "Renter" is the person who signs the Rental Agreement Summary as Renter.

PAI Benefits:

	Renter	Passenger
Accidental Death, Not to exceed	\$175,000	\$17,500
Accident Medical Expenses, Not to exceed	\$2,500	\$2,500
Accident Ambulance Expense, Not to exceed	\$250	\$250
Accident Aggregate, not to exceed \$225,000 per accident.		

The above PAI benefits for Renter apply to accidents during the Rental Period whether or not Renter is in Vehicle. Passengers are covered only for accidents occurring while they occupy Vehicle. Anyone other than Renter occupying or operating Vehicle shall be considered a "Passenger" for the purposes of PAI benefits.

PEC Benefits: NOTE: PEC available at select locations

\$750 per person; \$2,500 maximum coverage for all covered individuals during the Rental Period.

PEC benefits apply to personal effects belonging to Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle

PAI/PEC Exclusions:

For all exclusions, see the PAI/PEC policies. Here are a few exclusions:

PAI shall not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; aircraft travel, except as a passenger in a licensed aircraft on a regularly scheduled flight; committing or attempting to commit a criminal offense; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; an accident which occurs while participating in a prearranged or organized race or testing of a vehicle; loss arising out of the operation of Vehicle by any driver who is not authorized; war or any act of war; or engagement in an illegal occupation; nor shall this insurance be in effect if Renter converts Vehicle or any period Renter ceases to be the Renter under the Agreement. Renter shall be deemed to have converted Vehicle whenever Vehicle is not returned to the Owner by the return date or by the extended return date.

To file PAI/PEC claims, obtain a claim form from any rental office of Owner, complete it and return it with a copy of this Agreement to:

Sedgwick CMS

P.O. Box 94950

Cleveland, OH 44101-4950

Washington State Information:

WAOIC License Number: 241720

Department of Insurance Customer Hotline:

In WA 1-800-562-6900

Outside WA 1-360-725-7080

20. Roadside Assistance Protection. When deciding whether or not to purchase ROADSIDE ASSISTANCE PROTECTION (RAP), you may wish to check to determine whether, you have other coverage or protection for such services. **ROADSIDE ASSISTANCE PROTECTION IS NOT INSURANCE. THE PURCHASE OF ROADSIDE ASSISTANCE PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.**

Renter may purchase RAP from Owner for an additional fee. If Renter purchases RAP, Owner agrees to contractually waive Owner's right to collect from Renter for the following services:

- (i) lost and damaged key replacement (including remote entry devices), (ii) flat tire replacement (if no inflated spare is available, Vehicle will be towed) but the cost of a replacement tire is not waived, (iii) lockout service (if keys are locked inside Vehicle), (iv) Vehicle jumpstart, and
- (v) fuel delivery for up to 3 gallons (or equivalent liters) of fuel if Vehicle is out of fuel. RAP does not waive any charges incurred in Mexico.

21. Collection and Use of Vehicle Data. Our vehicles may be equipped with technology that collects and transmits data from your rental vehicle. This may include information collected from event data recorders, global positioning devices, OnStar® systems, or any other similar technology. When installed and where permissible, this technology will enable us to collect and use information such as: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure and fuel status, and other diagnostic and performance information. Once collected, this information may be combined with information you have provided us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of information collected from the rental vehicle may include sharing information with third parties such as service providers, partners, and as explained in our privacy policy. Our use of the information may also include storage of this information after the expiration of your rental agreement. You understand that renting the vehicle does not prohibit Enterprise, as vehicle owner, from obtaining and using data collected from the vehicle. For a more complete description of our privacy practices, please review our privacy policy, available at www.enterprise.com.

22. Headings. The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.

23. Text & Call. By signing the Rental Agreement Summary, Renter agrees to the Text & Call Terms and Conditions, and thereby provides express consent for Owner or Owner's representative to contact Renter at the phone number(s) provided in connection with this Agreement to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Renter's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For questions about privacy, please see paragraph 26, below.

24. Choice of Law. All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the law of the State where this Agreement is executed by Renter without giving effect to the conflict of laws and/or provisions of such State.

25. Dispute Resolution Provision - Mandatory Arbitration Agreement: RENTER AND OWNER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. RENTER AND OWNER AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO OWNER'S PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "RENTER" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF RENTER'S AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "OWNER" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. RENTER AND OWNER AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Agreement. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Renter only and is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims against or by a third-party insurance company ostensibly providing coverage to Renter or any AAD or the application of Owner's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

(1) Procedure. A party must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to the other party. The Notice to Owner should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Owner and Renter do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Renter or by Owner that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and

other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at www.adr.org. Except as required by law, neither a party nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both parties.

(2) **Arbitrator's Authority:** The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.

(3) **Arbitration Costs:** Renter will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Renter would incur if the claims were filed in court. Owner will be responsible for all additional arbitration fees. Renter is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Renter will not be required to reimburse Owner for any fees unless the arbitrator finds that the substance of Renter's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Owner may seek reasonable attorney's fees. Owner will pay all fees and costs it is required by law to pay.

(4) **Governing Law and Enforcement:** Notwithstanding anything in paragraph 24, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

26. Customer Privacy. The information you provide to Owner is stored and used in accordance with Owner's privacy policy, which is available at www.enterprise.com/about/privacyPolicy.html, which may be amended from time to time and which is incorporated herein by reference. Questions regarding privacy should be directed to: privacy@ehi.com; 1 (877) 858-3884 or Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

27. Customers with Disabilities. For customer service inquiries related to customers with disabilities, please call 1 (866) 225-4284, email Mobility@erac.com, or TTY 1 (866) 534-9270.

Owner is an affiliate of Enterprise Holdings Inc., which owns all rights to Enterprise names and marks.

NATIONAL RENTAL AGREEMENT JACKET TERMS AND CONDITIONS

Renter agrees by Renter's signature on the front of the Rental Agreement ("Agreement"), or by clicking the "I Accept" button at a rental kiosk or via an internet rental, that Renter has read, is aware of, and accepts full responsibility for and is bound by the terms and conditions contained in this Agreement, which also consists of this entire rental jacket ("Jacket"), any optional product brochures provided to Renter in connection with this rental, and, for kiosk renters, the Rental Agreement Summary, and, for internet renters, the Reservation Details, hereof for the Rental Period whether or not subsequent Agreements are executed by Renter or if Owner assigns a new Agreement number during the Rental Period for the purpose of invoicing Renter. Renter agrees that electronic signatures have the same force and effect as manual signatures. Where the front of the Rental Agreement (for kiosk renters, the front refers to the charges information and any language Renter additionally accepts and may choose to print with the Rental Agreement Summary; for internet renters, the front refers to the Reservation Details and any language appearing in the Notices at the end of the Agreement) contains language that differs from that in the Jacket, the language on the front governs. Renter expressly acknowledges that Renter and Owner are the only parties to this Agreement, notwithstanding that a reservation for Vehicle may have been arranged by a third party; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of Vehicle, length of rental, rental rate and/or selection of optional products. For matters arising from this Agreement, Renter authorizes Owner to verify and/or obtain, through credit agencies or other sources, Renter's personal, credit and/or insurance information. This Agreement is the entire agreement between Renter and Owner and cannot be altered by another document or oral agreement unless agreed to in writing and signed by Renter and Owner.

1. Definitions: For the purposes of this Agreement, the following terms are specifically defined:

- a. **"ADDITIONAL AUTHORIZED DRIVER(S)"** (AAD(s)) means any individual, in addition to Renter, who is permitted by Owner, State law or separate agreement (i.e. Corporate, Tour or Emerald Club) to operate the Vehicle. This includes individuals identified on the Agreement as ADDITIONAL AUTHORIZED DRIVER(S), and with the permission of Renter, includes Renter's spouse or domestic partner (same or opposite sex) who meets the minimum rental age and holds a valid license, an additional fee may apply.
- b. **"OPTIONAL ACCESSORIES"** means but is not limited to optional Child Seats, Global Positioning Systems, ski racks, toll transponders and/or other products accepted by Renter.
- c. **"OWNER"** for the purposes of this Agreement means the Owner as identified on the bottom of the Rental Agreement.
- d. **"RENTAL PERIOD"** means the period between the time Renter takes possession of Vehicle until Vehicle is returned and checked in by Owner.
- e. **"RENTER"** means the person or entity identified in the Rental Agreement.
- f. **"VEHICLE"** means the original vehicle or any replacement vehicle(s).

2. Ownership/Vehicle Condition/Warranty Exclusion. Renter acknowledges that Vehicle and any Optional Accessories are, by ownership, beneficial interest or lease, property of Owner or its affiliate, even if owned, registered or titled to a third party. Renter agrees Renter received Vehicle and Optional Accessories in good physical and mechanical condition. RENTER IS RENTING VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND ITS OPERATION BEFORE LEAVING OWNER'S PREMISES. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Renter agrees not to alter or tamper with Vehicle or any Optional Accessories. If Renter or AAD(s) determines Vehicle or any Optional Accessories is unsafe, Renter or AAD(s) shall stop operating Vehicle and any Optional Accessories and notify Owner immediately.

3. Payment by Renter.

a. For items designated as either"/hour", "/day", "/week" or "/month" on the Agreement (1) "/hour" is 60 consecutive minutes or any portion thereof, beginning 30 minutes after the start time of the rental. (2) "/day" is each consecutive 24 hour period beginning after the start time of the rental. (3) "/week" is 7 consecutive 24 hour days beginning after the start time of the rental. (4) "/month" is 30 consecutive 24 hour days beginning after the start time of the rental. (5) Unless expressly modified in the Agreement, all charges are for a minimum of 1 day.

b. Renter shall pay Owner or its affiliate on demand as set forth in the charges section on the Agreement for: (1) The hour, day, week and month charges noted on the Agreement for the Rental Period. The "/hour" charge if shown shall apply to each full or partial hour in excess of a day. The hourly charges shall not exceed the cost of one additional day. If Vehicle is returned during non-business hours or to any place other than the Return Location on the Agreement, all rental charges incurred through the time an employee of Owner checks in Vehicle are Renter's responsibility. (2) The mileage charge per mile for all miles exceeding the free miles set forth on the Agreement permitted for the Rental Period. (3) The Optional Accessories, services and/or products charges for those items accepted by Renter. (4) The optional Verified Carbon Offsets (CO2 OFFSET) accepted by Renter are an optional environmental service designed to offset the greenhouse gases emitted by Vehicle. Owner remits amounts collected to an independent 3rd party provider. See www.keystogreen.com for more information. The estimated emissions produced by Vehicle are based on the average mileage and fuel economy of vehicles in the rental fleet and are not calculated based on the emissions of a particular vehicle. (5) The optional Tollpass service accepted by Renter provides for the daily rental of a toll collection transponder (Tollpass Transponder Service) or, in some states, the use of a pre-installed device or video-monitored toll collection services (Tollpass Automatic Service, and together with the Tollpass Transponder Service, collectively the Tollpass Service). In addition to the daily charge for the Tollpass Service, Owner, its affiliate or a third party may separately charge Renter's credit or debit card (or bill Renter, as applicable, for cash rentals) for each toll (or other charge) incurred using the Tollpass Service during the Rental Period on covered roads within the Tollpass Service area at the higher of the applicable toll authority's video toll rate, cash toll rate or highest undiscounted toll rate. Renter expressly authorizes Owner or its affiliate to transfer to a third party Renter's name, address, credit/debit card information, and other data necessary to enable the collection of all such tolls, any other charge(s) in addition to tolls attributed to the transponder and other associated charges incurred during the Rental Period. No credit is provided for days the transponder is not utilized. Tollpass Service has a limited service area; attempting to use the service outside the service area may subject the Renter and/or any AAD(s) to fines and penalties see Paragraph 3.c.(5.). A current listing of Tollpass Service area covered roads is available upon request, at "www.htalc.com/tollpass" or (877)765-5201. Tollpass Waiver will relieve Renter and/or AAD(s) of the costs of tolls incurred during the Rental Period. No credit is provided for days of non usage. Tollpass Waiver has a limited service area; attempting to use the service outside the service area may subject the Renter and/or any AAD(s) to fines and penalties. See Section 3.c.(5.). **For Tollpass Waiver Option originating in the Chicago Metro area or at select Indiana locations.** Renter may choose to purchase optional Tollpass Waiver, which provides for the daily rental of a toll collection transponder or, in some states, the use of video-monitored toll collection services. Tollpass Waiver will relieve Renter and/or AAD(s) of the costs of tolls incurred during the Rental Period. No credit is provided for days of non usage. Tollpass Waiver has a limited service area; attempting to use the service outside the service area may subject the Renter and/or any AAD(s) to fines and penalties. See Paragraph 3.c.(5.). (6) The fuel charge at the rate shown. If based on consumption and Vehicle is returned with less fuel than when rented, the charge shall be for the Owner's estimated difference in fuel level shown on the fuel gauge from the time Vehicle is rented to the time it is returned. Renter shall not receive a refund or credit if Vehicle is returned with more fuel than when Renter received it. If Renter purchases the Fuel Service Option, then Renter's fuel charge shall be the per gallon charge multiplied by the fuel tank capacity of Vehicle rented. Renter shall not receive a refund or credit for any unused. (7) The one way fee. (8) The Young Renter Fee (9) The Additional Driver Fee (Additional Driver Fee is waived for one additional driver for disabled renters who cannot drive.) (10) The Car Class Change (11) The other fees and charges (none of which are taxes), including but not limited to: (a) Any airport Consolidated Facility Charge, Customer Facility Charge or similarly designated charge (CFC) which is required to be paid by Owner or collected from Renter in connection with this rental, for the construction, financing, operation and/or maintenance of the consolidated rental car facility, other airport facilities, and / or transportation related facilities; (b) The Concession Fee Recovery, Concession Fee Recoupment, or similarly designated charge (CONC REC OR PRIV FEE RECOV CHG) which is Owner's charge to recover the concession fees paid by the Owner to an airport's owner or operator in connection with this rental; (c) The Facility Fee Recovery (FAC REC) which is Owner's charge to recover the estimated fees, charges, costs, which may include rent paid by Owner to the owner, operator or agent of the location being serviced by Owner for this rental or to the owner, operator or agent of the location of the Branch Address on the Rental Agreement Summary; (d) The Vehicle License Fee Recovery (VLF REC) which is the Owner's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon Owner or its affiliates to title, register and plate all vehicles in its/their rental fleet registered in renting state. The VLF REC is not calculated based on the costs imposed upon a particular vehicle. (e) The Hotel Concession Fee Recovery, which is Owner's charge to recover the concession fee paid by Owner to the Hotel's owner or operator in connection with this rental. (f) The Waste Tire and Battery Fee Recovery (TIRE/BATTERY FEE), which is Owner's charge to recover the waste tire and lead-acid battery fee which Owner must remit in Florida. (f) The Bussing Cost Recovery, which is Owner's charge to recover the fees paid by Owner to offset Owner's annual estimated cost to provide bussing operations at certain locations. (h) The Frequent Flyer Service Charge (Daily Freq Flyer Service charge) will apply for qualifying rentals in the US, Canada and Puerto Rico when the Renter chooses to receive frequent flyer miles or credits as part of this rental to recover all or a portion of the administrative and program costs associated with participation in frequent flyer programs. (i) The Transportation Facility Charge (TRANS FAC CHG), which represents amounts collected by on-Airport rental car businesses to recover operation and maintenance costs related to operating a common shuttle bus fleet and a common bus maintenance facility at the Airport. (j) For Alabama rentals, a Surcharge ("Surcharge") which represents Owner's charge to recover the estimated average daily cost per vehicle (not calculated based on the costs imposed upon a particular vehicle) of the charges and taxes imposed by governmental authorities upon Owner or its affiliates in connection with titling, registering, inspecting, licensing and plating of all vehicles in its/their rental fleet which are registered in Alabama; and a Privilege and License Tax Recovery (PRIV/LIC TAX REC) which is Owner's charge to recover the privilege or license tax imposed upon Owner by the State of Alabama and any local taxing authorities. This charge is calculated as a percentage of gross rental proceeds exclusive of proceeds from the rental of non-automotive accessories. A non-automotive Privilege and License Tax Recovery (NON-AUTO PL TAX REC) which is Owner's charge to recover the privilege or license tax imposed upon Owner by the State of Alabama and any local taxing authorities. This charge is calculated as a percentage of gross rental proceeds from the rental of non-automotive accessories.

c. Additional Obligations of Renter. Unless prohibited by law, Renter shall pay Owner on demand:

(1) If Renter returns the vehicle to a location other than the designated return location a vehicle recovery fee, un-scheduled one way fee or drop charge which shall be no more than the greater of: a) \$300.00; b) \$1.50 per mile between return location and original rental office; or c) Owner's adjusted daily, weekly or monthly rate applicable on the date of return. (2) Owner's adjusted daily, weekly or monthly rate applicable on the date of return, if Renter returns the vehicle before or after the agreed upon return date. (3) A fee to clean the Vehicle's interior upon return if there are excessive stains, pet hair/fur, trash, odors or other soilage. (4) For damage to, loss or theft of Vehicle or Optional Accessories, including all related costs (see paragraph 7), to the extent LDW, as described in paragraph 17, or RSP, as described in paragraph 18(C), do not apply. (5) All fines, costs, charges and attorneys' fees paid or to be paid by Owner, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Renter consents to the payment of all Fines, Tolls, and Violations by Owner, its affiliates or a third party on Renter's behalf without advance notice thereof and acknowledges that such payment may prejudice Renter's ability to contest Fines, Tolls and Violations with the applicable authority. Renter agrees Owner may provide Renter's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Renter for any such Fines, Tolls and Violations. In addition, Owner, its affiliates or a third party may assess a fee of up to \$25.00 per incident to apply towards all costs incurred in connection with any Fines, Tolls and Violations and their administration. (6) A Tollpass convenience charge (TCC) (where available) of up to \$5.00 per day of Rental Period for each day Vehicle is operated on a Tollpass Automatic Service covered road and Vehicle operator does not pay an applicable toll. Total TCC charges will not exceed \$25.00 per Rental Period. To avoid the TCC, Renter may (i) use toll-free roads and bridges, (ii) pay tolls with cash (where applicable), or (iii) use any of the other methods described in our toll brochures and at www.enterprise.custhelp.com (keyword "tolls"), which vary by toll road/bridge. In addition to the TCC, Owner or a third party may separately charge Renter's credit or debit card for each toll (or other charge) not paid by Vehicle operator incurred during the Rental Period at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. A current listing of TCC covered roads is available upon request, at "www.htalc.com/tollpass" or (877)765-5201. Operation of Vehicle on a roadway or bridge not covered by TCC where applicable tolls are not paid may subject the Renter to fines, costs and fees, see Paragraph 3.c.(5.) above. **RENTER EXPRESSLY AUTHORIZES OWNER OR ITS AFFILIATES TO TRANSFER RENTER'S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF ALL SUCH AMOUNTS.** (7) A late charge of 1-1/2% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period. (8) All expenses incurred by Owner in the collection of amounts due Owner under this Agreement or in regaining possession of Vehicle or in enforcing any term or condition of this Agreement, including attorneys' fees, Owner's administrative fees, and any other costs or expenses incurred by Owner. (9) The taxes, fees and other mandatory charges imposed by states, counties and other governmental authorities.

d. Agreements and acknowledgements regarding payment cards – **(1) IF A CREDIT CARD OR DEBIT CARD IS PRESENTED AS A MEANS OF PAYMENT, DEPOSIT OR SECURITY, RENTER AUTHORIZES OWNER TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS AGREEMENT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. IF OWNER INITIATES ANY CHARGE THAT IS DISHONORED, RENTER AUTHORIZES OWNER TO RE-INITIATE SAID CHARGE WITHOUT FURTHER AUTHORIZATION FROM RENTER.** (2) The authorization or deposit amount on the Rental Agreement Summary will be taken by Owner as an authorization or sale. Such funds will not be available for use by Renter until after Vehicle is returned. One or more incremental authorizations and/or deposits may be taken during the Rental Period if Renter incurs additional charges. (3) Renter acknowledges final amounts charged to Renter's card may exceed amounts shown on the Rental Agreement Summary, if Renter incurs charges not included in such amounts.

e. **Owner will attempt to refund Renter any amount collected from Renter that exceeds the aggregate of all of Renter's obligations to Owner within 20 business days after Owner has confirmed the full extent of such obligations. For payments made by cash, check or money order, any such excess will be refunded by check.** All amounts are subject to final audit by Owner.

4. Prohibited Use and Termination of Right to Use.

a. Renter agrees to the following limits on use:

(1) Vehicle shall not be driven by any person other than Renter, or AAD(s) without Owner's prior written consent. (2) Vehicle shall not be used for: transporting persons for hire; as a school bus; or for driver training. (3) Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property UNLESS: (a) Renter obtains bodily injury and property damage liability insurance required of a motor carrier by the state and/or federal government where Vehicle is rented and/or operated; and (b) Renter and any AAD(s) hold a valid class license for that purpose and comply with all federal, state or municipal laws, ordinances or regulations. (4) Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything. (5) Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside of the passenger compartment. (6) Renter shall not remove any seats from Vehicle. (7) Vehicle shall not be driven by any person impaired or under the influence by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription. (8) Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and/or guidelines. (9) Vehicle shall not be driven on an unpaved road or off-road. (10) Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Owner; or who misrepresents or withholds facts to/from Owner material to rental, use or operation of Vehicle. (11) Renter shall not transfer or assign this Agreement and/or sublease Vehicle. (12) Vehicle shall not be used to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature. (13) Vehicle shall not be used for testing Vehicle's technological components or capabilities.

b. Renter agrees to return Vehicle and any Optional Accessories to Owner on or before return date to the Branch Address on the Rental Agreement Summary or on Owner's demand and in same condition as received, ordinary wear and tear excepted. Extensions to the Rental Period are at Owner's option.

c. In the event of any violation of the limits on use or any other provision of this Agreement, Owner automatically, without any further notice to Renter or AAD(s), terminates their right to use Vehicle and Owner retains any other rights and remedies provided by law. Owner has the right to seize Vehicle without legal process or notice to Renter or AAD(s). Renter and AAD(s) hereby waive all claims for damages connected with such seizure, and shall pay all expenses incurred by Owner in returning Vehicle to the original rental office.

d. If Renter or AAD(s) continue to operate Vehicle after the right to do so is terminated, Owner has the right to notify police Vehicle has been stolen. Renter and AAD(s) hereby release and discharge Owner from and indemnify, defend and hold Owner harmless against any liability arising from such notice.

e. Extensions are at Owner's option and are subject to availability. Owner may repossess the Vehicle without demand, at Renter's expense, if the Vehicle is found illegally parked, apparently abandoned, or used in violation of law or of this Agreement. Renter's failure to return the Vehicle when specified or to properly obtain an extension of the rental may result in the Vehicle being reported stolen, possibly subjecting Renter and any other driver to arrest and civil and/or criminal penalties.

f. Any use of the Vehicle in a manner prohibited in this paragraph shall, to the extent permitted by applicable law, void Personal Accident Insurance/Personal Effects Coverage (PAI/PEC), and Supplemental Liability Insurance (SLI).

5. Roadside Assistance. For roadside assistance in the U.S. and Canada call 1-800-367-6767 and you will be connected to a third-party roadside assistance provider that, depending on your location and circumstances, may be able to dispatch personnel capable of performing roadside services to your location. Charges apply for any service(s) provided to Renter.

6. Accidents. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Renter and AAD(s) must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Renter and AAD(s) shall cooperate fully with Owner and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Renter consents to Owner or its representatives retrieving and using such data from the EDR.

7. Damage to, Loss, Modification or Theft of, Vehicle, Optional Accessories and Related Costs. Except to the extent restricted, modified or limited by State law, Renter accepts responsibility for damage to, loss, modification or theft of, Vehicle, Optional Accessories or any part or accessory regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned, Renter shall pay Owner the replacement cost of the Optional Accessories. For purposes of this Agreement, fair market value shall be the retail value of Optional Accessories immediately preceding the loss. Damages for which Renter is also responsible include but are not limited to: loss of use regardless of fleet utilization (total labor hours from the repair estimate divided by 4, multiplied by the daily rate on the Rental Agreement Summary including any Car Class Change), claim administrative fees (\$50 if the repair estimate is less than \$500, \$100 if between \$500 and \$1499, and \$150 if greater than \$1500), diminishment of value (10% of the repair estimate if the damages are greater than \$499), towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. Renter agrees to pay any taxes, fees and other mandatory charges imposed by states, counties and other governmental and/or airport authorities. If Vehicle is returned during non-business hours or to any place other than the Return Location on the Agreement, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL LDW.**

FOR RENTALS ORIGINATING IN CALIFORNIA — In addition to other obligations under the California Civil Code and California law, if Optional Loss Damage Waiver is not purchased and subject to any limitations in California law, Renter accepts responsibility and shall pay Owner, on demand, for: (a) All collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of Vehicle. (b) Theft

of Vehicle or damages resulting from the theft of Vehicle if Renter or AAD(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter is responsible for the cost of repair up to the fair market value of Vehicle. (c) The first \$500 of vandalism damages that are not a direct result of the actual theft of Vehicle. (d) An Administrative charge, as authorized by California Civil Code Section 1939.03(f). (e) Towing, storage or impound fees. If Renter is responsible for damages as outlined above, and if Renter returns Vehicle during non-business hours or to any place other than the location set forth on the Agreement, damages as outlined above occurring prior to an employee of Owner checking in Vehicle is Renter's responsibility. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL LDW.**

FOR RENTALS ORIGINATING IN NEW YORK — Renter accepts responsibility for damage to Vehicle, Optional Accessories, or any part or accessory regardless of fault or negligence of Renter or any other person or act of God. Renter accepts responsibility for loss of, or physical and mechanical damage to, Vehicle due to theft if established Renter or AAD(s) failed to exercise reasonable care, or aided or abetted in the commission of the theft of Vehicle or Optional Accessories. Renter accepts responsibility for loss, or theft to Optional Accessories regardless of fault or negligence of renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned, Renter shall pay Owner the fair replacement value of the Optional Accessories. Damages for which Renter is also responsible include but are not limited to: towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. If Vehicle is returned during non-business hours or to any place other than location set forth on the Agreement, any damage to, Vehicle or Optional Accessories; or loss or theft of Optional Accessories, occurring prior to an employee of Owner checking in Vehicle is Renter's responsibility. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL LDW.**

FOR RENTALS ORIGINATING IN ILLINOIS — Subject to the limitations set forth in Section 6-305.2 of the Illinois Vehicle Code, which limits the Renter's liability for loss, damage, or theft of the vehicle to the actual and reasonable costs to the Owner for the repair of the Vehicle, or the fair market value of the Vehicle, whichever is less, Renter accepts responsibility for damage to, loss or theft of, Vehicle or any part or accessory, including and without limitation tires and tools, regardless of fault or negligence of Renter or any other person or act of God. Under Section 6-305.2 of the Illinois Vehicle Code, the maximum amount the Owner may recover for loss or damage of the vehicle is \$13,000 up until May 31, 2008. Thereafter, this amount is subject to an annual increase of \$500 on June 1 of each year thereafter. Renter shall pay Owner the amount necessary to repair the damaged Vehicle, subject to the aforementioned limitations. If the Owner determines the Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds, subject to the aforementioned limitations in Section 6-305.2. For purposes of this Agreement, fair market value shall be the retail value of the Vehicle immediately preceding the loss. Liability for theft of the Vehicle is limited to \$2,000 except if the Renter or AAD(s) fails to exercise reasonable care while in possession of the Vehicle or the Renter or AAD(s) commits, aids or abets the theft of the Vehicle, the Renter is responsible for the actual and reasonable cost of the Vehicle, up to its fair market value, subject to the aforementioned limitations in Section 6-305.2. If Vehicle is returned during non-business hours or to any place other than location set forth on the Agreement, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in Vehicle is Renter's responsibility. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL LDW.**

FOR RENTALS ORIGINATING IN NEVADA — Renter accepts responsibility for damage to, loss or theft of, Vehicle or Optional Accessories or any part or accessory regardless of fault or negligence of Renter or any other person or act of God to the maximum extent permitted by Nevada law. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. However, if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned, Renter shall pay Owner the replacement cost of the Optional Accessories. Renter acknowledges that: (a) Renter's responsibility for loss or damage to the Vehicle or Optional Accessories will not exceed the fair market value of Vehicle at the time Vehicle is lost or damaged plus actual towing, storage and impound fees, an administrative charge (\$50 if the repair estimate is greater than \$100 and less than or equal to \$500, \$100 if greater than \$500 and less than \$1500, and \$150 if greater than \$1500), and loss of use regardless of fleet utilization (if Owner determines Vehicle is repairable, loss of use shall be total labor hours from the repair estimate divided by 8, multiplied by the daily rate on Agreement. If the Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, loss of use shall be 15 days); (b) Renter's responsibility for damage to the Vehicle and loss of use of Vehicle resulting from vandalism not related to the theft of the Vehicle and not caused by Renter will not exceed \$2500; and (c) Renter is not responsible for loss of or damage to Vehicle resulting from theft or vandalism related to the theft if Renter has possession of the ignition key(s) or Renter establishes that the ignition key(s) was not in Vehicle at the time of the theft, Renter files an official report of the theft with the police within 24 hours of learning of the theft and Renter cooperates with Owner and the police in providing information regarding the theft, and neither Renter nor an AAD(s) committed or aided and abetted the commission of the theft. If Vehicle is returned during non-business hours or to any place other than the location set forth on the Agreement, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking the Vehicle is Renter's responsibility. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL LDW.**

FOR RENTALS ORIGINATING IN IOWA — Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned, Renter shall pay Owner the replacement cost of the Optional Accessories. For purposes of this Agreement, fair market value shall be the retail value of Optional Accessories immediately preceding the loss. Damages for which Renter is also responsible include but are not limited to: loss of use regardless of fleet utilization (total labor hours from the repair estimate divided by 8, multiplied by the daily rate on the Rental Agreement Summary), claim administrative fees (\$50 if the repair estimate is less than \$500, \$100 if between \$500 and \$1499, and \$150 if greater than \$1500), diminishment of value (10% of the repair estimate if the damages are greater than \$499), towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. If Vehicle is returned during non-business hours or to any place other than the Return Location on the Agreement, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL LDW.**

8. Responsibility to Third Parties. Owner or its affiliate complies with applicable motor vehicle financial responsibility laws as an insured, a self-insurer, bondholder, or cash depositor. Except to the extent required by the motor vehicle financial responsibility laws of the applicable state or otherwise by law, or this Agreement, neither Owner or its affiliate extends any of its motor vehicle financial responsibility or provides insurance coverage to Renter, AADs, passengers or third parties through this Agreement. If liability insurance or self insurance is available on any basis to Renter, AAD(s) or any other driver and such insurance or self insurance satisfies the applicable state motor vehicle financial responsibility law, then Owner or its affiliate as the case may be, extends none of its motor vehicle financial responsibility. However, if Renter and AAD(s) are in compliance with the terms and conditions of this Agreement and if Owner or its affiliate is obligated to extend its motor vehicle financial responsibility to renter, AAD(s) or third parties, then Owner's or its affiliate's obligation is limited to the applicable state minimum financial responsibility amounts. Unless required by law, Owner's or its affiliate's financial responsibility shall not extend to any claim made by a passenger while riding in or on or getting in or out of Vehicle. Financial responsibility shall not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract. **SEE PARAGRAPH 18 FOR INFORMATION ON OPTIONAL PROTECTION PRODUCTS.**

9. Indemnification by Renter. Renter shall defend, indemnify and hold Owner or its affiliate harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner and/or its affiliate(s) in any manner from this rental transaction, or from the use of Vehicle or Optional Accessories by any person, including claims of, or liabilities to, third parties. Renter may present a claim to Renter's insurance carrier for such events or losses; but in any event, Renter shall have final responsibility to Owner for or its affiliate all such losses. This obligation may be limited if Renter purchases optional LDW and/or SLI to the extent LDW or SLI applies. **SEE PARAGRAPHS 17 AND 18 FOR INFORMATION ON OPTIONAL LDW AND OPTIONAL PROTECTION PRODUCTS.**

10. Personal Injury Protection and Uninsured/Underinsured Motorist Protection. Except as required by law, Owner or its affiliate do not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (**collectively PIP**) or Uninsured/Underinsured Motorist Protection (**UM/UIM**) through this Agreement. If Owner or its affiliate is required by law to provide PIP and/or UM/UIM, Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/UIM limits in excess of the minimum limits required by law. All parties seeking PIP or UM/UIM benefits, including their purported assignors, must complete an Application for PIP Benefits on a form provided by Owner or its affiliate as soon as practicable following the alleged loss. Furthermore, all parties seeking PIP or UM/UIM benefits, including their purported assignors, must fully cooperate with Owner or its affiliate and its representatives in its investigation into the loss. Such cooperation includes, but is not limited to, the obligation to submit to an Examination Under Oath, Independent Medical Examinations, as well as the provision of recorded statements and written statements. Cooperation with Owner's investigation is a condition precedent to receiving PIP benefits from Owner. Notice Pursuant to F.S. 627.736(5)(a)5, Owner hereby places all potential Personal Injury Protection (PIP) claimants on notice, per the terms of Florida's No-Fault Law, that Owner will limit payment pursuant to the schedule of charges specified in paragraph (5)(a)1 of F.S. 627.736.

11. Personal Property. Owner is not responsible for any damage to, loss or theft of, any personal property or data contained therein, whether the damage or theft occurs during or after termination of the rental regardless of fault or negligence. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises. Owner is not liable for and Renter shall defend, indemnify and hold Owner and its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or its affiliate(s) or in any way arises out of Renter's or Renter's passengers failure to remove any personal property or data, including but not limited to data or records of Renter or Renter's passengers downloaded or otherwise transferred to Vehicle. Owner is not responsible for and Renter releases Owner from any claim or cause of

action which may arise from a prior renter's or passenger's failure to remove any personal property, data or records from Vehicle. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises. **SEE PARAGRAPH 18 FOR INFORMATION ON OPTIONAL PROTECTION PRODUCTS.**

12. Use in Mexico. Vehicle shall not be taken into Mexico without Owner's prior written consent. Even with Owner's prior written consent LDW, SLI, PAI/PEC, and RSP do not apply in Mexico. Renter must maintain or purchase insurance which shall apply in Mexico, as specified and approved by Owner, prior to taking Vehicle into Mexico.

13. Third Party Proceeds. If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Renter under this Agreement, Renter hereby assigns to Owner Renter's right to receive such payment. Only those amounts actually paid by a third party to Owner shall reduce the amount owed by Renter under this Agreement provided, however, certain third parties may have agreed to pay Owner a flat fee for this rental in lieu of Owner's "/day" charges or the per diem benefits under the applicable insurance policy. In such event the flat fee might exceed or be less than: the normal "/day" charges as calculated under this Agreement; or their party's per diem benefits. Regardless of the amounts paid under such flat fee agreement, third party payments shall not be applied to: vehicle upgrades or optional products (beyond those provided by the third party); or, rental days beyond those specified by the third party. Renter remains responsible for all charges not paid by the third parties, such as charges for vehicle upgrades, optional products, extra rental days, and all other charges.

14. Power of Attorney. Renter hereby grants and appoints to Owner a Limited Power of Attorney:

- a. to present insurance claims of any type to Renter's insurance carrier and/or credit card company if: (i) Vehicle or any Optional Accessory is damaged, lost or stolen during the Rental Period and if Renter fails to pay for any damages; or (ii) Any liability claims against Owner arise in connection with this rental transaction and Renter fails to defend, indemnify and hold Owner harmless from such claims.
- b. to endorse Renter's name to entitle Owner to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

15. Severability. If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

16. Limitation of Remedy/No Consequential Damages. If Owner breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter or AAD(s) and if Owner is liable under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter and AAD(s) and Renter's and AAD(s)' sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the period in which Renter or AAD(s) did not have use of Vehicle or substitute Vehicle. **RENTER AND AAD(S) WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER OR AAD(S). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER OR AAD(S).** Renter further acknowledges that any personal data or information downloaded or transferred to Vehicle may not be secure and may be accessible after the Rental Period. Renter releases Owner from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party.

17. Optional Loss Damage Waiver (LDW). LDW IS NOT INSURANCE. THE PURCHASE OF LDW IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. Renter may purchase optional LDW from Owner for an additional fee. If Renter purchases LDW, Owner agrees, subject to the actions that invalidate LDW listed below, to contractually waive Renter's responsibility for all or part of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence, depending on the LDW plan chosen. Notwithstanding anything to the contrary and unless prohibited by law, DW does not apply to lost or damaged keys, key fobs, transponders, Optional Accessories, or any liability imposed by law. LDW does not apply to damage occurring in Mexico.

In most locations, Owner offers the following two (2) levels of LDW protection:

- Loss Damage Waiver - Owner will pay for all loss or damage to the Vehicle.
- Loss Damage Waiver 3000 - Owner will pay the first \$3,000 of loss or damage. Renter will pay for all loss or damage over \$3,000.

When deciding whether or not to purchase LDW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to, or theft of, Vehicle, you have coverage or protection for such damage or theft and the amount of your deductible or out-of-pocket risk.

THE FOLLOWING SHALL INVALIDATE LDW:

A. IF VEHICLE IS DAMAGED WHEN USED OR DRIVEN:

(1) BY ANY PERSON OTHER THAN RENTER OR AAD(S) WITHOUT OWNER'S PRIOR WRITTEN CONSENT; (2) BY ANY PERSON IF THERE IS REASONABLE EVIDENCE THE DRIVER WAS IMPAIRED BY THE USE OF ALCOHOL, NARCOTICS, INTOXICANTS, OR DRUGS, USED WITH OR WITHOUT A PRESCRIPTION; (3) BY ANY PERSON COMMITTING A FELONY OR OTHERWISE ENGAGED IN A CRIMINAL ACT; (4) IN A RACE OR SPEED CONTEST; (5) TO TOW OR PUSH ANYTHING; (6) UNDER AUTHORITY OF ANY LICENSE THAT IS SUSPENDED, REVOKED, INVALID OR DOES NOT BELONG TO THE DRIVER; (7) TO TRANSPORT PERSONS OR PROPERTY FOR HIRE; (8) IN A WANTON OR RECKLESS MANNER OR IF VEHICLE IS DELIBERATELY DAMAGED; (9) ON AN UNPAVED ROAD OR OFF ROAD; (10) TO TRANSPORT EXPLOSIVES, CHEMICALS, CORROSIVES OR OTHER HAZARDOUS MATERIALS OR POLLUTANTS OF ANY KIND; OR

B. IF RENTER MISREPRESENTS FACTS TO OWNER PERTAINING TO RENTAL, USE, OR OPERATION OF VEHICLE; OR

C. IF VEHICLE'S INTERIOR COMPONENTS ARE STOLEN OR DAMAGED WHEN VEHICLE IS UNLOCKED OR KEYS ARE NOT SECURED; OR

D. IF RENTER FAILS OR REFUSES TO PROVIDE OWNER, POLICE, OR OTHER AUTHORITIES WITH A FULL REPORT OF ANY ACCIDENT OR VANDALISM INVOLVING VEHICLE OR OTHERWISE FAILS TO COOPERATE WITH OWNER, POLICE, OR OTHER AUTHORITIES IN THE INVESTIGATION OF ANY ACCIDENT OR VANDALISM; OR

E. IF VEHICLE IS STOLEN AND RENTER FAILS TO DO ANY OF THE FOLLOWING: (1) RETURN THE ORIGINAL IGNITION KEY(S) AND OWNER'S KEY TAG IDENTIFYING VEHICLE; (2) FILE A POLICE REPORT WITHIN 24 HOURS AFTER DISCOVERING THE THEFT; (3) COOPERATE FULLY WITH OWNER, POLICE AND OTHER AUTHORITIES IN ALL MATTERS CONNECTED WITH THE INVESTIGATION OF THE THEFT; (4) ENSURE THAT VEHICLE'S IGNITION IS TURNED OFF AT THE TIME VEHICLE IS STOLEN.

FOR RENTALS ORIGINATING IN CALIFORNIA, CIVIL CODE SECTION 1939.09 NOTICE ABOUT RENTER'S FINANCIAL RESPONSIBILITY AND OPTIONAL LOSS DAMAGE WAIVER. LOSS DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF LOSS DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter is responsible for all collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of Vehicle, administrative fees, towing, storage, and impound fees. Renter is responsible for the first \$500 of vandalism that is not a direct result of the actual theft of Vehicle. Renter will be responsible for theft of Vehicle or damages resulting from the theft of Vehicle if Renter or Authorized Driver(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter's own insurance, or the issuer of the credit card used to pay for the car rental transaction, may cover all or part of Renter's financial responsibility for Vehicle. Renter should check with Renter's insurance company, or credit card issuer, to find out about Renter's coverage and the amount of the deductible, if any, for which Renter may be liable. Further, if Renter uses a credit card that provides coverage for Renter's potential liability, Renter should check with the issuer to determine if Renter must first exhaust the coverage limits of Renter's own insurance before the credit card coverage applies. Owner will not hold Renter responsible if Owner offers and Renter purchases Loss Damage Waiver. Loss Damage Waiver will not protect Renter if:

- a. Damage or loss results from an Authorized Driver's: (1) Intentional, willful, wanton, or reckless conduct (2) Operation of the vehicle under the influence of alcohol or drugs in violation of Section 23152 of the California Vehicle Code, (3) Towing or pushing anything, or (4) Operation of the vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions.
- b. Damage or loss occurs while the vehicle is: (1) Used for commercial hire, (2) Used in connection with conduct that could be properly charged as a felony, (3) Involved in a speed test or contest or in driver training activity, (4) Operated by a person other than an authorized driver, or (5) Operated outside of the United States and Canada.
- c. Any Authorized Driver(s) has: (1) Provided fraudulent information to the rental company, or (2) Provided false information and the rental company would not have rented Vehicle if it had instead received true information.

The cost of optional Loss Damage Waiver is \$11.00 to \$500.00 for every rental day, depending on the vehicle rented.

FOR RENTALS ORIGINATING IN NEW YORK, Optional Loss Damage Waiver.

LOSS DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF LOSS DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter may purchase optional Loss Damage Waiver (LDW) from Owner for an additional fee. If Renter purchases LDW, Owner agrees, subject to the actions that invalidate LDW listed below, to contractually waive Renter's responsibility for all of the cost of damage to Vehicle or any part or accessory and related costs regardless of fault or negligence. Notwithstanding anything to the contrary, and unless prohibited by law, LDW does not apply to Optional Accessories. LDW does not apply in Mexico. When deciding whether or not to purchase LDW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to Vehicle, you have coverage or protection for such damage and the amount of your deductible or out-of-pocket risk.

THE FOLLOWING SHALL INVALIDATE LDW: A violation of the contract shall exist and LDW (Also referred to as Optional Vehicle Protection) is void and shall not apply to the following situations:

- a. the damage or loss is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver;
- b. the damage or loss arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs;
- c. the rental vehicle company entered into the rental transaction based on fraudulent or materially false information supplied by the renter or authorized driver;
- d. the damage or loss arises out of the use of the vehicle while engaged in the commission of a crime other than a traffic infraction;
- e. the damage or loss arises out of the use of the vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off road, or for driver's training;
- f. the damage or loss arises out of the use of the vehicle by a person other than: an authorized driver; a duly licensed parent or child over the age of eighteen thereof who permanently resides in the same household; or a parking valet or parking garage attendant for compensation and in the normal course of employment;
- g. the damage or loss arises out of the use of the vehicle outside of the continental United States and Canada when that use is not specifically authorized by the Agreement;
- h. the authorized driver has failed to comply with the requirements for reporting damage or loss as set forth in the Agreement.

FOR RENTALS ORIGINATING IN ILLINOIS, Optional Loss Damage Waiver.

LOSS DAMAGE WAIVER IS NOT INSURANCE. IT IS NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter may purchase optional Loss Damage Waiver (LDW) from Owner for an additional fee. If Renter purchases LDW, Owner agrees, subject to the actions that void LDW listed below, to contractually waive Renter's responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence. Notwithstanding anything to the contrary and unless prohibited by law, LDW does not apply to lost keys, key fobs, transponders or Optional Accessories. LDW does not apply in Mexico. When deciding whether or not to purchase LDW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to, or theft of, Vehicle, you have coverage or protection for such damage or theft and the amount of your deductible or out-of-pocket risk.

LDW will be voided for one or more of the following reasons:

- a. Damage or loss while the rental vehicle is used to carry persons or property for a charge or fee.
- b. Damage or loss during an organized or agreed upon racing or speed contest or demonstration or pushing or pulling activity in which the rental vehicle is actively involved.
- c. Damage or loss that could be reasonably expected from an intentional or criminal act of the driver other than a traffic infraction.
- d. Damage or loss to any rental vehicle resulting from any auto business operation, including but not limited to repairing, servicing, testing, washing, parking, storing, or selling of automobiles.
- e. Damage or loss occurring to a rental vehicle if the rental contract is based on fraudulent or material misrepresentation by the renter.
- f. Damage or loss arising out of the use of the rental vehicle outside the continental United States when such use is specifically prohibited in the Agreement.
- g. Damage or loss occurring while the rental vehicle is operated by a driver not permitted under the Agreement.
- h. Damage or loss occurring while the rental vehicle is operated by a driver under the influence of alcohol, other drug or drugs, intoxicating compound or compounds, or any combination thereof and convicted of violating subsection (a) of Section 11-501 of the Illinois Vehicle Code.

FOR RENTALS ORIGINATING IN NEVADA, Optional Loss Damage Waiver. LOSS DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF LOSS DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter may purchase Loss Damage Waiver (LDW) from Owner for an additional fee. If Renter purchases LDW, Owner agrees, subject to the actions that invalidate LDW listed below, to contractually waive Renter's damage responsibility for all of the cost of damage to, loss of or theft of Vehicle or any part or accessory and related costs regardless of fault or negligence. LDW does not apply in Mexico. When deciding whether or not to purchase LDW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to, or theft of, Vehicle, you have coverage or protection for such damage or theft and the amount of your deductible or out-of-pocket risk.

THE FOLLOWING SHALL INVALIDATE LDW:

- a. Damage or loss resulting from: (1) the intentional, willful, wanton or reckless conduct of Renter or AAD(s); (2) operation of the Vehicle by Renter or an AAD(s) while under the influence of drugs or alcohol in violation of the laws of the state in which the loss or damage occurs; (3) Renter or AAD(s) using the Vehicle to tow or push anything; or (4) operation of the Vehicle by Renter or AAD(s) on an unpaved road if the damage or loss is a direct result of the road or driving conditions; (5) theft of the passenger car if committed by an authorized driver or a person aided or abetted by an authorized driver. A theft is presumed to have been committed by a person other than an authorized driver or a person aided or abetted by an authorized driver if the short-term lessee of the

car: (a) has possession of the ignition key(s) furnished by the lessor or establishes that the ignition key(s) furnished by the lessor was not in the car at the time of the theft; and (b) files an official report of the theft with an appropriate law enforcement agency within 24 hours after learning of the theft and cooperates with the lessor and the law enforcement agency in providing information concerning the theft. The lessor may rebut the presumption set forth in this subsection by establishing that an authorized driver committed or aided and abetted another person in the commission of the theft. b. Damage or loss occurring when the Vehicle is: (1) used for hire; (2) used in connection with conduct that constitutes a felony; (3) involved in a speed test or contest or in driver training activity; (4) OPERATED BY A PERSON OTHER THAN RENTER OR AAD(s), or (5) operated in a foreign country or outside the States of Nevada, Arizona, California, Idaho, Oregon and Utah, unless this Agreement expressly provides that the Vehicle may be operated in other locations; or

c. If the Vehicle was rented as a result of fraudulent information provided to Owner by Renter or an AAD(s) or as a result of false information provided to Owner by Renter or an AAD(s) if Owner would not have rented the Vehicle if it had received true information.

18. Other Optional Protection Products. THE PURCHASE OF ANY OF THE FOLLOWING PRODUCTS IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. EACH OF THE FOLLOWING IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE APPLICABLE POLICIES DESCRIBED BELOW. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. UNDERWRITING INSURER(S) ARE SUBJECT TO CHANGE WITHOUT NOTICE. EACH OF THE FOLLOWING PRODUCTS MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL INSURANCE POLICY, OR SOME OTHER SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.

A. SUPPLEMENTAL LIABILITY INSURANCE (SLI) (Where available): If SLI is selected and paid for, Owner provides Renter or any AAD with third party liability protection in an amount equal to the minimum financial responsibility limits applicable to the Vehicle (the Primary Protection). SLI also provides additional third party liability protection, through an excess liability policy, with limits of the difference between the Primary Protection and a combined single limit of \$1 million per accident for bodily injury, death and/or property damage to others arising out of the use or operation of the Owner rental Vehicle by Renter or an AAD, subject to the terms and conditions of the policy. SLI includes UM/UIM coverage for bodily injury and property damage in an amount equal to the minimum financial responsibility limits applicable to the Vehicle (the Primary Protection), and additional coverage, through an excess liability policy, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident (for rentals commencing in New York, UM/UIM limits are \$100,000 per person/\$300,000 per accident; for rentals commencing in Hawaii and New Hampshire, the UM/UIM limits are \$1,000,000 combined single limit) or state mandated UM/UIM limit, whichever is greater. OWNER AND RENTER REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW. SLI, including UM/UIM benefits is provided only when Renter or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. **SLI COVERAGE IS IN EFFECT ONLY WHILE ANOTHER AAD OR RENTER IS DRIVING THE VEHICLE WITHIN THE UNITED STATES AND CANADA; COVERAGE DOES NOT APPLY IN MEXICO. SLI IS AVAILABLE FOR AN ADDITIONAL CHARGE AS STIPULATED ON THE RENTAL AGREEMENT SUMMARY. ADDITIONAL POLICY EXCLUSIONS INCLUDE: (A) BODILY INJURY OR DEATH TO RENTER, ANY AAD, OR TO THE BLOOD RELATIVES OR FAMILY OF RENTER OR ANY AAD, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH RENTER OR WITH AN AAD (NOT APPLICABLE IN ALASKA, NORTH DAKOTA AND VERMONT); (B) PROPERTY DAMAGE TO THE RENTAL VEHICLE; (C) FINES, PENALTIES, EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY, DEATH OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM THE STANDPOINT OF THE INSURED (NOT APPLICABLE IN NORTH DAKOTA AND VERMONT); (E) ANY OBLIGATION FOR WHICH THE INSURED OR THE INSURED'S INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR LAW. (F) LOSS ARISING OUT OF AN ACCIDENT WHICH OCCURS WHILE THE RENTER OR AAD IS UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, OR OTHER SUBSTANCES UNLESS PRESCRIBED BY A PHYSICIAN (NOT APPLICABLE IN NORTH DAKOTA AND VERMONT); AND (G) LIABILITY ARISING OUT OF OR BENEFITS PAYABLE UNDER ANY FIRST PARTY BENEFIT LAW, MEDICAL PAYMENTS, NO-FAULT LAW OR ANY SIMILAR LAW TO THE FOREGOING, IN ANY STATE (NOT APPLICABLE IN NORTH DAKOTA AND VERMONT).** Note: Any UM/UIM benefits paid are included in the \$1 million combined single limit SLI coverage and in no way increase the combined single limit amount referenced above. This insurance coverage is underwritten by Ace American Insurance Company. A benefit summary for SLI is contained within the applicable brochure or, for kiosk renters, by pressing the "Product Details" button (for internet rentals, see <http://www.nationalcar.com/itemDetails.do?HelpItemID=SLI>). Report SLI claims to Owner using the address and phone number set forth herein.

(PUERTO RICO ONLY): A. SUPPLEMENTAL LIABILITY INSURANCE (SLI) (Where available): If SLI is selected and paid for, SLI provides Renter or any AAD with minimum financial responsibility limits under a policy of insurance issued with Zurich American Insurance Company limits AND excess insurance under a policy of insurance issued with Ace American Insurance Company. These policies together provide Renter and AAD(s) with a combined single limit per accident equal to \$1,000,000. SLI is primary to any other coverage and will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in this Agreement. The policies do not provide coverage for any loss arising from the use or operation of Vehicle in Mexico. SLI is available for an additional charge as stipulated on the Rental Agreement Summary. SLI includes UM/UIM coverage for bodily injury and property damage in an amount equal to the minimum financial responsibility limits applicable to the Vehicle under the policy of insurance issued with Zurich American Insurance Company, and additional coverage, through an excess liability policy under a policy of insurance issued with Ace American Insurance Company, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident or Puerto Rico mandated UM/UIM limit, whichever is greater. OWNER AND RENTER REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW. SLI, including UM/UIM benefits is provided only when Renter or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. **SLI COVERAGE IS IN EFFECT ONLY WHILE ANOTHER AAD OR RENTER IS DRIVING THE VEHICLE WITHIN THE UNITED STATES, PUERTO RICO AND CANADA; COVERAGE DOES NOT APPLY IN MEXICO. ADDITIONAL POLICY EXCLUSIONS INCLUDE: (A) BODILY INJURY TO RENTER, ANY AAD, OR TO THE BLOOD RELATIVES OR FAMILY OF RENTER OR ANY AAD, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH RENTER OR WITH AN AAD; (B) PROPERTY DAMAGE TO THE RENTAL VEHICLE; (C) FINES, PENALTIES, EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM THE STANDPOINT OF THE INSURED; AND (E) ANY OBLIGATION FOR WHICH THE INSURED OR THE INSURED'S INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR LAW.** Note: Any UM/UIM benefits paid are included in the \$1 million combined single limit SLI coverage and in no way increase the combined single limit amount referenced above. A benefit summary for SLI is contained within the applicable brochure or, for kiosk renters, by pressing the "Product Details" button (for internet rentals, see https://nationalcar.custhelp.com/app/answers/detail/a_id/1649). Report Puerto Rico SLI claims to: Gallagher Bassett Services – 121 River Port Executive Center II, 13801 Riverport Drive, Suite 501, Maryland Heights, MO 63043-4810, Phone: 1 (866) 275-9195 Fax: 1 (866) 741-2200

B. PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC) (Where available): If selected and paid for, PAI provides Renter and Renter's passengers with Accidental Death, Accident Medical Expenses and Ambulance Expense benefits. PEC insures the personal effects of Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle. PAI & PEC are available for an additional charge as stipulated on the Rental Agreement Summary. "Renter" is the person who signs the Rental Agreement as Renter.

PAI Benefits:	Renter	Passenger
Accidental Death, Not to exceed	\$175,000	\$17,500
(for rentals commencing in CA, NY and CO limits are \$250,000/\$125,000;		
and for rentals commencing in MN and Puerto Rico (PR) limits are \$100,000/\$10,000)		
Accident Medical Expenses, Not to exceed	\$2,500	\$2,500
(for rentals commencing in MN and PR limits are \$3,500/\$3,500)		
Accident Ambulance Expense, Not to exceed	\$250	\$250
(for rentals commencing in MN and PR limits are \$150/\$150)		

Accident Aggregate, not to exceed \$225,000 per accident. (for rentals commencing in CA, NY and CO the aggregate is \$500,000 and for rentals commencing in MN and PR the aggregate is \$130,000)

The above PAI benefits for Renter apply to accidents during the Rental Period whether or not Renter is in Vehicle. Passengers are covered only for accidents occurring while they occupy Vehicle. Anyone other than Renter occupying or operating Vehicle shall be considered a "Passenger" for the purposes of PAI benefits.

PEC Benefits (not available in Puerto Rico): \$750 per person; \$2,500 maximum coverage for all covered individuals during the Rental Period (for rentals commencing in CA and NE limits are \$650/\$1,950)

PEC benefits apply to personal effects belonging to Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle.

PAI & PEC Exclusions: PAI shall not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self inflicted injury; aircraft travel, except as a passenger in a licensed aircraft on a regularly scheduled flight; committing or attempting to commit a criminal offense; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; an accident which occurs while participating in a prearranged or organized race or testing of a vehicle; war or any act of war; or engagement in an illegal occupation; nor shall this insurance be in effect if Renter converts Vehicle or during any period Renter is in violation of the Rental Agreement. Renter shall be deemed to have converted Vehicle whenever Vehicle is not returned to the Owner by the return date or by the extended return date.

PEC shall not cover automobiles, automobile equipment, motorcycles, watercraft, motors, or other conveyances or their appurtenances, furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables and animals. Loss or damage to property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered.

THE POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED. This PAI/PEC is underwritten by Empire Fire and Marine Insurance Company.

To file PAI/PEC claims, obtain a claim form from any rental office of Owner, complete it and return it with a copy of the Rental Agreement to: Sedgwick CMS, P.O. Box 94950, Cleveland, OH 44101-4950, Phone: 1 (888) 515-3132 Fax: 1 (216) 617-2928

C. ROADSIDE PLUS (RSP). When deciding whether or not to purchase ROADSIDE PLUS (RSP), you may wish to check to determine whether, you have other coverage or protection for such services.

ROADSIDE PLUS IS NOT INSURANCE. THE PURCHASE OF ROADSIDE PLUS IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter may purchase RSP from Owner for an additional fee. If Renter purchases RSP, Owner agrees to contractually waive Owner's right to collect from Renter for the following services: (i) lost and damaged key replacement (including remote entry devices), (ii) flat tire replacement (if no inflated spare is available, Vehicle will be towed) but the cost of a replacement tire is not waived, (iii) lockout service (if keys are locked inside Vehicle), (iv) Vehicle jumpstart, and (v) fuel delivery for up to 3 gallons (or equivalent liters) of fuel if Vehicle is out of fuel. RSP does not waive any charges incurred in Mexico. RSP is available for an additional charge as stipulated on the Rental Agreement Summary.

For rentals originating in California, Kansas, Nevada and New York, Roadside Plus does not include replacement of lost keys or remote entry devices.

19. Collection and Use of Vehicle Data. Our vehicles may be equipped with technology that collects and transmits data from your rental vehicle. This may include information collected from event data recorders, global positioning devices, OnStar® systems, or any other similar technology. When installed and where permissible, this technology will enable us to collect and use information such as: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure and fuel status, and other diagnostic and performance information. Once collected, this information may be combined with information you have provided us and used to generate safety, performance, and other similar information so that we can deliver better services. Our use of information collected from the rental vehicle may include sharing information with third parties such as service providers, partners, and as explained in our privacy policy. Our use of the information may also include storage of this information after the expiration of your rental agreement. You understand that renting the vehicle does not prohibit Enterprise, as vehicle owner, from obtaining and using data collected from the vehicle. For a more complete description of our privacy practices, please review our privacy policy, available at www.enterprise.com.

20. Headings. The headings of the numbered paragraphs of this Agreement are for convenience only, are not part of this Agreement and do not in any way limit, modify or amplify the terms and conditions of this Agreement.

21. Text & Call. By signing on the front of this Agreement, Renter agrees to the Text & Call Terms and Conditions, and thereby provides express consent for Owner or Owner's representative to contact Renter at the phone number(s) provided in connection with this Agreement to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Renter's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For questions about privacy, please see paragraph 24, below.

22. Choice of Law/Venue. All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State where the Renter first received a Vehicle under this Agreement, without giving effect to the conflict of laws and/or provisions of such State.

23. Dispute Resolution Provision - Mandatory Arbitration Agreement: RENTER AND OWNER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. RENTER AND OWNER AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO OWNER'S PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "RENTER" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE AGREEMENT, AND ANY OF RENTER'S AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "OWNER" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. RENTER AND OWNER AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Agreement. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Renter only and is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims against or by a third-party insurance company ostensibly providing coverage to Renter or any AAD or the application of Owner's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

1) Procedure. A party must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to the other party. The Notice to Owner should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Owner and Renter do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Renter or by Owner that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at www.adr.org. Except as required by law, neither a party nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both parties

(2) Arbitrator's Authority. The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Agreement, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.

(3) Arbitration Costs. Renter will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Renter would incur if the claims were filed in court. Owner will be responsible for all additional arbitration fees. Renter is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Renter will not be required to reimburse Owner for any fees unless the arbitrator finds that the substance of Renter's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Owner may seek reasonable attorney's fees. Owner will pay all fees and costs it is required by law to pay.

(4) Governing Law and Enforcement. Notwithstanding anything in paragraph 22, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

24. Customer Privacy. The information you provide to Owner is stored and used in accordance with Owner's privacy policy, which is available at <https://www.nationalcar.com/index.do?action=privacy.do&type=fullnav-zl-uszl-footer>, which may be amended from time to time and which is incorporated herein by reference. Questions regarding privacy should be directed to: National Car Rental, National Contact Center Customer Care Department, 8421 St. John Industrial Drive, St. Louis, MO 63114 or (877) 858-3884.

25. Customers with Disabilities. For customer service inquiries related to customers with disabilities, please call 1 (888) 273-5262 or TTY 1 (800) 328-6323.

Contractor: The Subsidiaries of Enterprise Holdings, Inc. set forth on Schedule 1 to the Master Agreement

an Authorized User/Traveler may be required to sign or otherwise accept or be made subject to in accessing or using the car rental services under this Agreement, are null and void to the extent such terms and conditions conflict with, or otherwise purport to expand the liability or obligations of the State or its Authorized User/Traveler with respect to, any of the terms and conditions of this Participating Addendum or the Master Agreement and its Exhibits D, B, and C.

- q.** Contractor shall provide the car rental services specified by the State of Vermont at the firm, fixed prices specified in the Master Agreement. All references to the State of Oregon in the Master Agreement shall be deemed to refer to the State of Vermont with the exception of information specific to the State of Oregon such as background information, statistical/factual information, etc.
- r.** Notwithstanding anything in the Master Agreement to the contrary, the drop fee for Home City or non-airport in-state one-way rentals (i.e. vehicles picked up and dropped off in the same state) in the State of Vermont shall be \$75.00.

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices listed on the Master Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

The Subsidiaries of Enterprise Holdings,
Inc. set forth on Schedule 1 to the
Master Agreement

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Christopher Cole

Name: _____

Title: Commissioner

Title: _____

Buildings & General Services