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 Hertz Corporation, with a principal place of business in Estero FL (the "Contractor") that the contract between them originally dated as of October 19, 2019, Contract # 39199, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment D: STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)**. Attachment D: STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) is herby incorporated in its entirety into contract # 36199.

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

State and Federal Terms for Products and Services related the 2020 Covid-19 Pandemic. Contractor agrees 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 ___ to this amendment, applies to any products or services provided to the State, at any time, in connection with the 2020 Pandemic.

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

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT	**The Hertz Corporation**
By: _____	**By:** _____
Name: Christopher Cole	**Name:** _____
Title: Commissioner - Buildings & General Services	**Title:** _____
Date: _____	**Date:** _____

ATTACHMENT D

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

for *all* Contracts and Purchases[1]
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

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[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.

STATE OF VERMONT
DEPARTMENT OF BUILDINGS & GENERAL SERVICES
OFFICE OF PURCHASING AND CONTRACTING
109 STATE STREET
MONTPELIER, VERMONT 05609-3001

ADDENDUM

Effective immediately and until further written notice from the Office of Purchasing & Contracting specifically authorizing cessation of this requirement the following changes to contract 39199 Hertz Corporation are hereby made:

For any vehicles being rented by a State of Vermont employee - Vendor shall use a surface cleaner and EPA-registered disinfectant when cleaning the vehicle. Frequently touched surfaces shall be disinfected in accordance with the EPA-registered label to include but are not limited to: visors, steering wheel, dash buttons, shifter, door handles, buttons, etc.

By the STATE of VERMONT

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

CONTRACT

State of Vermont

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

Supplier 0000051429
The Hertz Corporation
PO Box 25485
Oklahoma City OK 73125
United States

Phone #: (405) 280-6440

Contract ID 00000000000000000000039199		Page 1 of 2
Contract Dates 10/17/2019 to 10/18/2021		**Origin** **CPS**
Description: CPS - Rental Vehicles		**Contract Maximum** $1,000.00
Buyer Name William A Vivian Jr.	**Buyer Phone** 828-4681	**Contract Status** Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Rental of cars, vans and trucks for use by state employees when traveling on official business.	EA	0.00000	0.00	0.00

Vendor contact:
Name: Jeffery Greene
Phone: 570-841-8455 (Cell)
Email: jgreene@hertz.com

State Contact:
Name: Bill Vivian
Phone: 802-828-4681
Email: bill.vivian@vermont.gov
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 Hertz Corporation, with a principal place of business in Oklahoma City OK (the "Contractor") that the contract between them originally dated as of October 17, 2019, Contract # 39199, 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.

CONTRACT

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

Contract ID 0000000000000000000039199		Page 2 of 2
Contract Dates 10/17/2019 to 10/18/2021		**Origin** **CPS**
Description: CPS - Rental Vehicles		**Contract Maximum** $1,000.00
Buyer Name William A Vivian Jr.	**Buyer Phone** 828-4681	**Contract Status** Approved

Supplier 0000051429
The Hertz Corporation
PO Box 25485
Oklahoma City OK 73125
United States

Phone #: (405) 280-6440

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date:_____

Signature:_____

Name: Christopher Cole

Title: Commissioner - Buildings & General Services

Email:_____

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

STATE OF VERMONT PARTICIPATING ADDENDUM # 39199

FOR NASPO VALUEPOINT PURCHASING PROGRAM: Nationwide Vehicle Rentals

Led by the State of Oregon

Master Agreement #9409

Contractor: The Hertz Corporation

Contractor's NASPO ValuePoint Webpage: https://www.naspovaluepoint.org/portfolio/travel-nationwide-vehicle-rentals-2019-2025/hertz/

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 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"). 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. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements with Contractor if the terms of the Master Agreement permit leasing.

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, including discounts, 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. 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**
January 1 to March 31	May 31
April 1 to June 30	August 30
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. This provision shall not relieve the Contractor of the obligation to perform under any order executed prior to the effective date of termination or other expiration of this Participating Addendum.

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:	Jeffrey Greene
Phone:	(540) 841-8455
Email:	jgreene@hertz.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.

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 any sums which Contractor owes the State against any sums due Contractor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures set forth in 32 V.S.A. § 3113.

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 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.

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

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:	The Hertz Corporation
Date: _____	Date: _____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____

NASPO ValuePoint Master Agreement
#9409

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 Hertz Corporation ("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:

Exhibit D- Provisions Required by Federal Law

Exhibit B - Description of Services and Products

Exhibit C - Rates

Exhibit F- 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 or Product materials or descriptions or guidelines. Including the Contractor's Standard Rental Agreement attached hereto Exhibit F; and

(5) Any Contractor'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.

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 includes NASPO ValuePoint employees, employees of Participating Entities, and Authorized Travelers (or their agents).

Contract means any agreement between Contractor and Purchasing Entity for the Services or Products, including a Request for Service or Standard Rental Agreement attached hereto as Exhibit F.

Contractor means the person or entity delivering the Services or Products 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 Master Agreement(s).

Master Agreement means the underlying agreement 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 car rental services be provided by Contractor including access to or use of Contractor's website pursuant to a Request for Services as described in Exhibit B.

Traveler means the person authorized to acquire Services (for official business) under this 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 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 both 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 r 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 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. Coordinate 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. 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) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

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 Master Agreement pricing accordingly 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 based on the gross amount of all sales (less any charges for taxes or shipping) at 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://www.naspo.org/WNCPO/Calculator.aspx. 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 thirty (30) 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) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Request for Services identifier/number(s); (5) Request for Services Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Request for Services date; (7) Ship Date; (8) and line item description. 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 thirty (30) 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 D.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees 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) 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

a. 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.

b. 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.

c. 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.

d. 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.

e. Contractor acknowledges that the NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.

f. 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 <u>two</u> 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.

g. Contractor agrees, within 30 days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-part contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in,

Requests for Service or Orders from this master agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

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 term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least (30) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. 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.

12. Individual Customers

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.

Administration of Requests for Service

13. Request for Services

a. Master Agreement and Request for Services numbers or confirmation number shall be clearly shown on all acknowledgments, invoices, and on all correspondence.

b. Purchasing Entities may define entity requirements and informally compete 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 supplies and/or 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. 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 one or more of the Services described in the Scope of Services attached hereto as Exhibit B.

DAS, upon agreement with Contractor, may add related services 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 for one or more of the Services by a method and in a form to be agreed upon between Contractor and Purchasing Entity, substantially in the form attached hereto as Exhibit F, Standard Rental Agreement.

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 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 after Acceptance is normally made 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, professionally 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 professional 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 to the Purchasing Entity 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 or Contractor may provide such coverages as a self-insurer. 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 covering premises operations, independent contractors, and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(3) Collison Damage Waiver:

(4) Automobile Liability Insurance. Contractor shall provide Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than $1 Million for bodily injury and property damage.

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. 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 a Service or Product 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 immediately 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, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain 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 to identify 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 accepted, 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 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 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 thirty (30) 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 15 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, including liquidated 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) Impose liquidated damages as provided in this Master Agreement; and

(4) Suspend Contractor from being able to respond to future bid solicitations; and

(5) Suspend Contractor's performance; and

(6) 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 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 by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by 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 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 or Product 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 Product; or

(c) reasonably required, in order to use the Services or Product 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 or Product 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

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.

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.

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.

38. Attorney's Fees

Notwithstanding any other provision set forth herein neither Contractor nor Participating Entity shall be liable for the other parties' attorneys' fees and costs except as provided for in Section 33 of this Master Agreement.

Authorized Signatures:

Contractor: The Hertz Corporation

By: _____

Title: Director of Govenment Sales Date: 5/21/2019

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

By: _____

Title: Deputy State CPO Date: 5/21/19

Approved pursuant to ORS 291.047

Oregon Department of Justice

By: Karen Johnson
Sr. Assistant Attorney General

Date: Via email on May 16, 2019

Exhibit B to NASPO ValuePoint Master Agreement

Description of Products and 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 is awarded a Maser Agreement (MA).

1.2 **Implementation:** Each Participating Entity shall sign a Participating Addendum with the Contractor. An implementation plan shall be part of each Participating Addendum. Implementation plan can include but is not limited to:

- Creation of Reservation web page.
- Creation of customer codes.
- Creation of Customer Discount Code Program (CDP's).
- If allowed per Participating Addendum, Contractor Loyalty Program.
- Development of marketing/communication plans, dates and tools.
- Develop reporting needs.

1.3 **Promotion:** Contractor shall work with the Participating Entity for approval of all marketing materials prior to release. Messaging may include but is not limited to email promotion campaigns, state wide conference attendance and in person meetings with participating Entity's.

Contractor shall emphasizes education in its marketing and promotional efforts. The focus will be directly addressed within the scope of service for our contracts with

Participating Entity. Quarterly newsletters will be published that focus on clarification of the "scope" varies including issues that can be found in our MA.

Contractor shall work with cooperative development coordinators and education and outreach team to both further educate current contract uses and to add additional participants to the program.

The Contractor shall inform travelers of the car rental program. In addition the Contractor's representatives within each Participating State, Contractor will develop a

comprehensive marketing plan to assist with the communication. Listed below are some marketing developments that could be developed when appropriate:

- Develop press release announcing program.
- Set up stakeholder meetings
- Develop monthly email educational campaign for eligible Participating State's and Participating Entity.
- Develop FAQ and summary overview for distribution and posted to web page.
- Develop Participating State Car Rental Program brochure
- Host informational webinars for travelers.
- Set up special Gold Plus Rewards and Hertz.com Reservations links, if applicable within Participating State policies.
- Provide communication of Gold Plus Rewards and Hertz.com Reservations. Options, if applicable within Participating State policies.
- Conduct Political Sub-Division Program Rollout.
- Display program at state procurement conferences.
- Provide management reporting.
- Continue to work with NASPO Cooperative Development Coordinators and Education & Outreach team to promote the contract.

1.4 Provide the Participating Entity car rental Services from nationwide locations on the terms and conditions in MA. A Participating Entity may purchase any quantity of Services listed in the MA at the prices listed in the awarded MA.

1.5 Rent to any Traveler who possesses a valid driver's license, is at least 18 years of age or older and has a form of payment allowed an MA. No additional prequalification is required either via oral or written inquiry and no minimum age surcharge will be on MA rates. The Contractor shall also allow under the same terms and conditions of the MA more than one Traveler to drive a rental vehicle including another Participating Entity employee traveling with the Traveler.

1.5.1 Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the MA rates.

1.5.2 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.

1.5.3 **Maintenance and Operating Expenses:** Traveler will be responsible for is 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, industry standards, and all applicable

1.5.4 **Vehicle Downtime:** If a vehicle becomes substantially impaired or unsafe to operate, in Traveler's judgment, while in possession of Traveler, Contractor shall immediately replace the vehicle upon notification by Traveler, at no extra charge. Contractor shall deliver the replacement vehicle to a location determined by Traveler. Contractor shall be responsible for all repairs and towing of vehicle.

1.5.5 **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.

1.6 **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.

1.6.1 **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 Exhibit B Section 4.1. The Contractor shall not charge the State, Purchasing Entity or Traveler any collision/loss damage waiver fee for a vehicle operated in compliance with the terms of the Contract. The loss of use fee is in the pricing section of this Master Agreement. 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 Contract, provided rental vehicle was not used by the Purchasing Entity or Traveler in any manner listed in Exhibit B Section 4.1. Notwithstanding above, Travelers shall not smoke in Contractors 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.**

1.6.2 **Liability Protection for Rental Vehicle:** Contractor shall include liability protection with each vehicle rental transaction to Purchasing Entity for a vehicle operated in compliance with the terms of the Contract. This liability protection 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, provided the rental vehicle was not used by the Purchasing Entity or Traveler in violation of the provisions of this Agreement.

1.6.3 **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 Contractors premises, or received or handled by Contractor.

1.7 **Reservation:** Contractor shall accept reservations made at least 24 hours in advance on local rentals.. 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.

1.7.1 **Reservation Systems/Options:** Contractor shall maintain an internet reservation system where Travelers can access the rates in MA. Contractor shall make available contracted rates under an MA on all major Global Distribution Systems (GDS). Contactor shall maintain a toll free 24 hour 365 days a year reservation phone number where Contractor's agents have access to the rates in MA. 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.

1.7.2 **Short Notice Reservation:** Contractor shall not charge additional fees for short reservations.

1.8 **Vehicle Demand**: Contractor shall attempt to meet 100% percent of Purchasing Entity or Travelers requests and shall meet 100% of confirmed reservations when 24 hours' 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. Contractor must have service available to accommodate 95% of estimated total aggregate volume for the Participating States in MA.

1.8.1 **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. Off-Airport locations are generally open from 7:30 AM – 6:00 PM Monday – Friday, local time, see Contactor link for additional information
https://www.hertz.com/rentacar/location

1.8.2 Contractor may request Traveler to sign Contractor's Standard Rental Form as described in Section 13. Vehicle will be furnished with an initial full tank of gas. Contractor will also provide the Traveler with accident, repair, and vehicle return instructions and, upon return of the rental vehicle to off airport locations, transport Traveler to the airport terminal within 30 minutes of turn in. Contractor shall provide to Traveler a completed copy of the Standard Rental Form showing total charges to be billed for the rental.

1.8.3 **Preferred Customer Lane:** Contractor shall provide features specifically designed to expedite the rental car process for the Traveler. Traveler pick up and drop off services is available from Contractor within a 10 mile radius of Contractors locations with confirmed reservations.

1.9 **Contractor Rental Sites not at Airports:** Contractor shall ensure all Contractor locations MA prices and terms and conditions are available and that there is 100% percent MA adherence. Contractor shall provide seamless service and full compliance with the terms and conditions is awarded a MA at all Contractor locations. Parking spaces for Traveler's personal vehicle may be provided where available.

1.10 **Airport and Branch Locations:** Contractor shall have in-terminal counters and Branch locations that are permanent counters. 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

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

SECTION 2: RATE STRUCTURE

Rates under the MA are not subject to blackout dates and do not require a minimum rental period.

2.1 **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 insurance, and unlimited mileage.

2.2 **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.

2.3 **One Way Rentals:** Contractor will charge the base rate and allowable charges identified for a one-way vehicle rental as if a round trip rental. Contractor shall not charge any drop fee or mileage charge for one-way rentals of 500 miles or less. For one-way rentals greater than 500 miles, contractor may charge $125 rental differential fee.

2.4 **Daily Surcharge:** Contractor may charge a daily surcharge in addition to the daily rate at the amount and in those markets identified in the rates set forth in Exhibit C.

2.5 **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.

2.6 **Roadside Assistance:** Contractor shall provide a toll-free roadside assistance number 24 hours a day, 365 days a year. At the rates listed in MA, Contractor's Roadside Assistance Department shall assist Traveler with problems.

2.6.1 Vehicle Breakdowns-Roadside Assistance

Basic Roadside Assistance is included in the rate. Located in the Hertz Worldwide Reservation / Service Center, Basic Emergency Roadside.

Service (ERS) is included at no additional cost on all Hertz rentals. Basic service covers vehicle repairs and/or vehicle exchanges necessary as the result of mechanical failures. The 24 hour ERS telephone number is 1-800-654-5060 and information is displayed on each Hertz vehicle. ERS department is staffed 24 hours a day and 7 days a week including holidays. Hertz Basic Emergency Roadside Service is included with every rental to help with occasional mechanical defects that can occur. Costs for services required to remedy customer induced problems may be passed onto the customer.

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 instructions for reporting accidents and any other roadside problems in the Standard Rental Form, which is provided to the customer Traveler at the counter.

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.

2.7 **Toll Pass (Hertz Plate Pass):** All of our vehicles in Florida, Colorado, Hawaii, the Greater San Francisco Bay Area and Northern California are PlatePass® enabled see link for updated cities. There is no need to sign up or reserve anything. If the cashless toll lanes are used drive through. In these areas, the rental car license plate acts as the transponder.

For a list participating PlatePass roads and more information:
https://www.PlatePass.com/locations

Fee: Hertz Participating Entity's will pay a convenience fee of $5.95 (subject to change without notice), for each calendar day tolls are incurred, plus the posted cash toll rate for any incurred tolls. After the rental car is returned, the credit card will be charged separately for the posted cash toll rate for the tolls used and the applicable convenience fee. Charges will appear on the credit card by PlatePass®. An itemized listing of all tolls and charges will be sent by mail.

2.8 **Travelers with Disabilities:** The Americans with Disabilities Act (ADA), which became effective January, 1992 provides for a "clear and comprehensive national mandate" for the elimination of discrimination against individuals with disabilities.

2.8.1 Reservations

Travelers can place reservations that require special attention or equipment designed to assist Travelers that are physically, visually or mobility challenged. Reservations are suggested, but not required for vehicles equipped with hand controls and/or steering wheel spinner knobs. The Contractors customer service center will accept/confirm reservations for Travelers requesting these services as follows:

Contractor operated On-Airport Wheelchair Accessible Buses these are general purpose buses that can also transport customers using mobility devices such as wheelchairs, 3-wheel scooters, walkers, and canes.

2.8.2 Hand Controls and/or Spinner Knobs. Hand controls are devices which attach to the gas and brake pedals of the car, which enable a physically challenged person to drive the vehicle without using their legs. Hand controls are available at all Contractors U.S. locations. Left and right hand controls are offered, with restrictions. Left and Right Hand Controls are available at no additional fee. Advance booking on hand controls varies from 8 to 72 hours and will determine confirmation of your reservation.

2.8.3 **Traveler in a wheelchair within the U.S.,** Contractor provides wheelchair-accessible Courtesy Buses at most airport busing locations. These are general purpose buses that can also transport customers in wheelchairs. Contractor has installed a wheelchair-accessible van at each corporate airport busing location that is not serviced by wheelchair-accessible courtesy buses. The purpose of these vans is to transport customers with disabilities from the terminal to their vehicle and vice versa.

2.8.4 **Service Animals:** Instances in which a Traveler is accompanied by a service animal trained to assist the physically or visually challenged. Service animals are permitted on Courtesy Buses and vans in the following circumstances:

- When assisting a Traveler is in a wheelchair.
- When assisting a Traveler that is visually challenged.
- If the animal is in training to assist physically or visually challenged individuals.
- The trainer must produce appropriate identification of the fact.

2.8.5 **Accompanied Rentals:** Travelers with disabilities who do not drive, an accompanying person who has a valid license and meets the same age requirements as the renter may be designated as the driver of the Contractor vehicle even though the credit card and/or driver's license will not be in the same name. In this situation, the driver is considered an Authorized Operator and no additional fee will apply. Contractor may request additional information on the driver, by completing the manual Additional Authorized Operator form used for Retail rentals.

Drivers for physically challenged travelers are considered authorized operators under the terms of the rental agreement and are subject to the regular policies of an authorized driver, see ttps://www.hertz.com/rentacar/reservation/reviewmodifycancel/templates/rentalTerms.jsp?KEYWORD=OPERATORS&EOAG=YYZT11 for further information.

2.8.6 **Hearing Impaired Customers**: Hearing impaired travelers may make reservations through the Customer Contact Center by using their TDD (Telecommunications Device for the Deaf) and dialing 800/654-2280. Signs have been installed at most (if not all) airport locations directing hearing impaired customers to the Airport Telephone Device for the Deaf (TDD), if they need assistance. The call goes to a Customer Contact Center Agent who can communicate with the customer via TDD. The Customer Contact Agent will then call the location on the customer's behalf to dispatch a Courtesy Bus to pick up the hearing impaired customer.

2.9 **Environmental Awareness:**

2.9.1 Hybrid Vehicles

Contractor shall provide hybrid vehicles at most of its locations; however, Contractor shall have designated locations ("green branches") where the demand warrants a higher concentration of hybrid vehicles. Pricing for hybrid vehicles is located in the Pricing sheet.

2.9.2 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.

2.9.3 **Sustainability**: Quarterly Carbon emissions reporting, upon request neutralize Participating States and Participating Entity's carbon footprint.

SECTION 3: VEHICLE REQUIREMENTS:

Contractor shall maintain an adequate number of vehicles on hand to meet the needs of Participants with advance reservations. Non- Smoking Vehicles shall be provided for all Travelers Rentals.

3.1 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.

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

3.3 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.

3.4 **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 and Intermediate Hybrid.
- 15 Passenger vans may be available under this MA Pursuant to an agreement between Participating Entity, Participating Addendum. Traveler is renting a 15 passenger van they must be at least 25 years of age and have a commercial driver's license.

SECTION 4: PARTICIPANT RESPONSIBILITIES

4.1 PROPER USE OF VEHICLE:

4.1.1 Purchasing Entity and Traveler agree the rental vehicle will not be used:

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

b. For any illegal purpose.

c. 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, graded or maintained roads, or driveways, except when the Contractor has agreed to this in writing beforehand. SUV's, cargo vans and pick-up trucks shall be allowed, with Contractor's prior written agreement, to operate off paved, graded or maintained roads and driveways or roads open for use by high-clearance vehicles (Maintenance Level 2 definition for roads in National Forests)

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 <u>under</u> 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.

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. 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. Not operate or use passenger vans with a capacity of 10 or more passengers in the country of Canada.

4.2 **Full Fuel Tanks:** Traveler shall return a vehicle to the Contractor with a full tank or at the same fuel level at the time of rental pick up, or partially filled if the vehicle is an alternative Fuel Vehicle that uses compressed natural gas. If Participant returns the vehicle to Contractor with less fuel than at the time of pick up, Contractor may invoice Participant for the missing fuel at the average retail cost of fuel for the market at the return location.

4.3 **Return of the Vehicle:** Traveler shall return the vehicle to the agreed return location as specified on the Standard Rental document. An hourly over time charge at one third of daily rental rate up to a maximum of the daily rental rate will be charged.

4.4 **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, including storage liens and charges.

4.5 **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. Family members and friends of the Traveler shall not receive contracted rates, only the Participating Entity and Traveler on official Business.

4.6 **Master Agreement Contractor Choice:** Purchasing Entity or Traveler should contract for vehicle rental in the most efficient and cost-effective manner resulting in the best value to the Purchasing Entity. Purchasing Entity's and Travelers are encouraged to use the Contractor offering the lowest price vehicle rental choice under the Master Agreement.

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. Equal Employment Opportunity. If this Master Agreement, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

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. HIPAA Compliance. If the work performed under this Master Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, work performed under this Master Agreement is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:

5.1. Privacy and Security Of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between Contractor and Participating Entity or Purchasing Entity for purposes directly related to the provision of services to clients which are funded in whole or in part under this Master Agreement. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the Participating Entity or Purchasing Entity Privacy Rules, OAR 407-014-0000 et. seq., or the Participating Entity or Purchasing Entity Notice of Privacy Practices, if done by Participating Entity or Purchasing Entity. A copy of the most recent Participating Entity or Purchasing Entity Notice of Privacy may be obtained from Participating Entity or Purchasing Entity.

5.2. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with Participating Entity or Purchasing Entity in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Contractor shall execute an EDI Trading Partner Agreement with Participating Entity or Purchasing Entity and shall comply with the Participating Entity or Purchasing Entity EDI Rules.

5.3. Consultation and Testing. If Contractor reasonably believes that the Contractor's or the Participating Entity's or Purchasing Entity's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Contractor shall promptly consult the Participating Entity's or Purchasing Entity's HIPAA officer. Contractor or Participating Entity or Purchasing Entity

may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the Participating Entity's or Purchasing Entity's testing schedule.

5.4. If Contractor is deemed to be a business associate of Participating Entity or Purchasing Entity under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides Participating Entity or Purchasing Entity with satisfactory assurances that if it receives from Participating Entity or Purchasing Entity or any trading partner any protected health information of any individual, it shall maintain the security and confidentiality of such information as required by the HIPAA's Privacy Rule, and other applicable laws and regulations. Without limiting the foregoing, Contractor agrees that:

5.4.1. Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by this Master Agreement or as required by law;

5.4.2. Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by this Master Agreement;

5.4.3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of the Master Agreement;

5.4.4. Contractor will report to Participating Entity or Purchasing Entity any use or disclosure of PHI not provided for by this Master Agreement of which Contractor becomes aware;

5.4.5 Contractor agrees to ensure that any agents, including subcontractors, to whom it provides PHI, agree to the same restrictions and conditions that apply to Contractor with respect to such information;

5.4.6. Contractor shall make available to Participating Entity or Purchasing Entity such information as they may require to fulfill their obligations to account for disclosures of such information;

5.4.7. Contractor shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the Participating Entity or Purchasing Entity or trading partner (or created or received by Contractor on behalf of Participating Entity or Purchasing Entity or trading partner) available to Participating Entity or Purchasing Entity and to the Secretary of the United States Department of Health and Human Services, for purposes of determining Participating Entity's or Purchasing Entity's or trading partners' compliance with HIPAA; and

5.4.8. If feasible, upon termination of this Master Agreement, Contractor shall return or destroy all PHI received from Participating Entity or Purchasing Entity or trading partners (or created or received by Contractor on behalf of Participating Entity or Purchasing Entity or trading partners) that Contractor

still maintains in any form, and shall retain no copies of such information or, if return or destruction is not feasible, Contractor shall continue to extend the protections of this Master Agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

Subject to the foregoing restrictions, Participating Entity or Purchasing Entity agrees that Contractor may use such PHI in the process of providing transaction mapping, trading partner profiling and training and mentoring services for Participating Entity or Purchasing Entity and trading partners under this Master Agreement.

6. **Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all 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, 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. **Medicaid Compliance.** To the extent Contractor performs any work whose costs are paid in whole or in part by Medicaid, Contractor shall comply with and cause its subcontractors to comply with the federal and State Medicaid statutes and regulations applicable to the work, including but not limited to:

10.1. Keeping such records as may be necessary to disclose the extent of services furnished to clients and, upon request, furnish such records or other information to Participating Entity or Purchasing Entity, the Secretary of Health and Human Services, and as otherwise directed by Participating Entity or Purchasing Entity;

10.2. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;

10.3. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and

10.4. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.

Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving Medicaid, language requiring the subcontractor to comply with the record keeping and reporting requirements set forth in this section and with the federal laws identified in this section.

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 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.

14. Educational Records. Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

Exhibit E - NASPO ValuePoint Detailed Sales Data Report Form

(Enter Quarter) (Year)
NASPO Quarterly Revenue
Totals

State	Total Revenue	Total NASPO 0.5%
	$	$
	$	$
		$
	$	$
	$	$
	$	$
		$
Total:	$	

Exhibit F – Standard Rental Agreement
See attached

RENTAL AGREEMENT TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS, THE RENTAL RECORD SIGNED BY YOU AND ANY OTHER DOCUMENTS WHICH YOU ARE REQUIRED TO SIGN WHEN YOU RENT THE CAR, AND WHICH MAY BE SIGNED BY YOU ELECTRONICALLY, WHICH BOTH YOU AND HERTZ AGREE SHALL BE TREATED AS AN ORIGINAL, TOGETHER CONSTITUTE THE AGREEMENT ("THIS AGREEMENT") FOR THE RENTAL OF THE VEHICLE IDENTIFIEDON THE RENTAL RECORD, INCLUDING ALL OF ITS PARTS ("CAR"). THIS AGREEMENT IS BETWEEN YOU AND THE HERTZ COMPANY WHICH IS IDENTIFIED ON THE RENTAL RECORD ("HERTZ").

1. NATURE OF THIS AGREEMENT

You are obtaining solely a bailment that allows You to use the Car as permitted by this Agreement. You acknowledge that the Car is owned by Hertz. No one other than Hertz may transfer the Car or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Car by anyone other than Hertz is void. Neither You nor any Authorized Operators are agents of Hertz. No one may service or repair the Car without Hertz's prior express approval. HERTZ MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CAR IS FIT FOR ANY PARTICULAR PURPOSE.

2. WHO MAY OPERATE THE CAR

Only You and the following persons, with Your permission ("Authorized Operators"), may operate the Car: (a) For rentals commencing in the state of Iowa , your spouse and Your employer, employees and fellow employees incidental to their business duties; (b) for rentals ("Replacement Rentals") which are designated as replacement rentals on the Rental Record, any person specifically named as an insured on Your automobile policy; and (c) for rentals other than Replacement Rentals, any other person who meets Hertz's qualifications and who signs an Additional Authorized Operator form at the time of rental or who is authorized under Your Hertz CDP number, if any, shown on the Rental Record.

All Authorized Operators must be at least 20 years old (an Age Differential charge may apply for ages 20-24) and must have a valid driver's license from a jurisdiction acceptable to Hertz, except that persons operating the Car pursuant to clause (b) above need only be at least 21 years old. Except to the extent necessary for valet parking or in an emergency as permitted by law, no other persons are permitted to operate the Car; for purpose hereof, an "emergency" shall mean urgent circumstances which, under the laws of the jurisdiction in which the alleged emergency occurred, would justify the operation of an automobile by an unlicensed driver. With respect to persons who must sign an Additional Authorized Operator Form, other qualifications may, at Hertz's discretion, be in effect at the time and place of rental and, where permitted by law, Hertz may impose an additional fee for such persons. By operating the Car (whether or not an Additional Authorized Operator form is completed), an Authorized Operator will be deemed jointly and severally responsible for Your obligations under this Agreement related to the Car, as well as for any obligations that this Agreement directly imposes on an Authorized Operator of the Car (for example: the obligations contained in Paragraphs 9 and 10(c)).

3. RETURN

ORDINARY WEAR DUE TO REASONABLE USE EXCEPTED, YOU MUST RETURN THE CAR TO HERTZ IN THE SAME CONDITION IT IS IN WHEN YOU RECEIVE IT. IF YOU EXCEED 3500 MILES DRIVEN IN A 30 DAY PERIOD YOUR RENTAL PRIVILEGES MAY BE REVOKED DUE TO EXCESSIVE WEAR AND TEAR. YOU MUST RETURN THE CAR TO HERTZ BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, OR SOONER IF DEMANDED BY HERTZ. IN NO EVENT MAY YOU KEEP THE CAR FOR MORE THAN THIRTY (30) DAYS (IN NEW JERSEY, OHIO AND SOUTH DAKOTA, 28 DAYS), UNLESS AUTHORIZED IN WRITING BY HERTZ. A RETURN CHANGE FEE WILL APPLY TO ANY CHANGE IN YOUR SCHEDULED RETURN DATE, TIME OR LOCATION. IF YOU RETURN THE CAR BEFORE OR AFTER YOUR SCHEDULED RETURN DATE AND TIME AND FAIL TO TIMELY NOTIFY HERTZ, HERTZ WILL CHARGE YOU AN EARLY/LATE RETURN FEE. IF YOU FAIL TO RETURN THE CAR BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, HERTZ WILL CHARGE YOU AN OVERDUE ADMINISTRATIVE FEE. THE CAR WILL REMAIN SUBJECT TO THESE TERMS AND CONDITIONS UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT; IF YOU RETURN THE CAR AFTER HOURS, (A) YOU ARE RESPONSIBLE FOR ANY

DAMAGE TO THE CAR UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT ON THE NEXT DAY THAT THE RETURN LOCATION IS OPEN FOR BUSINESS AND (B) TIME CHARGES, CHARGES FOR LDW, PAI/PEC AND LIS, AND ANY CHARGES FOR ADDITIONAL SERVICES OR OTHER CHARGES WHICH ARE STATED ON THE RENTAL RECORD AS A PERIODIC RATE, MAY CONTINUE TO ACCRUE UNTIL THE RETURN LOCATION REOPENS FOR BUSINESS. IF YOU DO NOT RETURN THE CAR WHEN REQUIRED BY THIS AGREEMENT, THEN AFTER HERTZ SENDS YOU A WRITTEN DEMAND TO RETURN IT, SENT TO YOUR ADDRESS SHOWN ON THE RENTAL RECORD OR OTHERWISE PROVIDED TO HERTZ, HERTZ MAY, AT YOUR EXPENSE, RECOVER THE CAR WHERE AND WHEN IT IS FOUND. IF THE CAR IS FOUND ILLEGALLY PARKED OR APPARENTLY ABANDONED, OR IF THE CAR IS USED OR OBTAINED AS PROHIBITED UNDER PARAGRAPH 5, THEN HERTZ MAY RECOVER THE CAR WITHOUT DEMAND. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO A HEARING OR TO RECEIVE ANY NOTICE OR LEGAL PROCESS AS A PRE-CONDITION FOR HERTZ RECOVERING THE CAR. THE CAR MAY BE EQUIPPED WITH GLOBAL POSITIONING TECHNOLOGY, OR OTHER TELEMATICS SYSTEMS AND A TRANSMITTER THAT ALLOWS HERTZ TO TRACK OR OTHERWISE LOCATE THE CAR AND PRIVACY IS NOT GUARANTEED. TO THE EXTENT PERMITTED BY LAW, YOU AUTHORIZE HERTZ' USE OF THE TECHNOLOGY INCLUDED IN THE CAR, INCLUDING TO TRACK THE LOCATION OF THE CAR, TO DISABLE THE CAR AND TO ASSIST IN THE REPOSSESSION OF THE CAR. UPON RETURN, IF THE CAR REQUIRES MORE THAN HERTZ' STANDARD CLEANING ON ITS RETURN, HERTZ MAY CHARGE YOU AN ADDITIONAL FEE TO HAVE THE CAR CLEANED.

4. YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR AND OPTIONAL DAMAGE WAIVERS

a. EXCEPT AS STATED BELOW, YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE CAR RESULTING FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO COLLISION, ROLLOVER, THEFT, VANDALISM, SEIZURE, FIRE, FLOOD, HAIL OR OTHER ACTS OF NATURE OR GOD, REGARDLESS OF FAULT.

b. EXCEPT AS STATED BELOW, YOUR RESPONSIBILITY WILL NOT EXCEED THE GREATER OF THE RETAIL FAIR MARKET VALUE OF THE CAR OR ITS MANUFAC- TURER BUYBACK PROGRAM VALUE AT THE TIME THE CAR IS LOST OR DAMAGED, LESS ITS SALVAGE VALUE, PLUS ACTUAL TOWING, STORAGE AND IMPOUND FEES, DIMINUTION OF VALUE OF THE CAR AS DETERMINED BY HERTZ, AN ADMINISTRATIVE CHARGE AND A REASONABLE CHARGE FOR LOSS OF USE. AS MORE GENERALLY PROVIDED IN PARAGRAPH 6, HERTZ MAY, WHERE PERMITTED UNDER APPLICABLE LAW, PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS AGAINST YOUR CRED- IT CARD FOR THESE LOSSES, COSTS AND CHARGES, TOGETHER WITH ANY OTHER APPLICABLE CHARGES, AT OR FOLLOWING THE COMPLETION OF THE RENTAL.

c. YOUR RESPONSIBILITY FOR DAMAGE DUE TO THEFT OR OTHERWISE IS LIMITED BY LAW IN CERTAIN JURISDICTIONS. THE FOLLOWING LIMITATIONS EXIST.

1) FOR RENTALS COMMENCING IN ILLINOIS, FOR A CAR WITH AN MSRP OF $50,000 OR LESS, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE DUE TO CAUSES OTHER THAN THEFT WILL NOT EXCEED $17, 500 THROUGH MAY 31, 2016, WHICH LIMIT WILL INCREASE BY $500 PER YEAR STARTING JUNE 1, 2017; AND YOUR RESPONSIBILITY FOR THEFT WILL NOT EXCEED $2,000 UNLESS IT IS ESTABLISHED THAT YOU OR AN AUTHORIZED OPERATOR FAILED TO EXERCISE ORDINARY CARE WHILE IN POSSESSION OF THE CAR OR COMMITTED OR AIDED IN THE COMMISSION OF THE THEFT. FOR A CAR WITH AN MSRP OF MORE THAN $50,000, YOUR RESPON- SIBILITY FOR LOSS OR DAMAGE DUE TO CAUSES OTHER THAN THEFT, AND FOR THEFT, WILL NOT EXCEED $ 42,500 THROUGH SEPTEMBER 30, 2017, WHICH LIMIT WILL INCREASE BY $2500 PER YEAR STARTING OCTOBER 1, 2017.

2) FOR RENTALS COMMENCING IN INDIANA, YOU WILL BE RESPONSIBLE FOR NO MORE THAN (1) LOSS OR DAMAGE TO THE CAR UP TO ITS FAIR MARKET VALUE RESULTING FROM COLLISION, THEFT OR VANDALISM, (2) LOSS OF USE OF THE CAR, IF YOU ARE LIABLE FOR DAMAGE, (3) ACTUAL CHARGES FOR TOWING, STORAGE AND IMPOUND FEES PAID BY HERTZ, IF YOU ARE LIABLE FOR DAMAGE, AND (4) AN ADMINISTRATIVE CHARGE.

3) FOR RENTALS COMMENCING IN NEVADA, (A) YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR WILL NOT EXCEED THE FAIR MARKET VALUE OF THE CAR AT THE TIME THE CAR IS LOST OR DAMAGED PLUS ACTUAL TOWING, STORAGE AND IMPOUND FEES,

DIMINUTION OF VALUE OF THE CAR AS DETERMINED BY HERTZ, AND AN ADMINISTRATIVE CHARGE AND A REASONABLE CHARGE FOR LOSS OF USE; (B) YOUR RESPONSIBILITY FOR DAMAGE TO THE CAR AND LOSS OF USE OF THE CAR RESULTING FROM VANDALISM NOT RELATED TO THE THEFT OF THE CAR AND NOT CAUSED BY YOU WILL NOT EXCEED $2500; AND (C) YOU ARE NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THEFT OR VANDALISM RELATED TO THE THEFT IF YOU HAVE POSSESSION OF THE IGNITION KEY OR YOU ESTABLISH THAT THE IGNITION KEY WAS NOT IN THE CAR AT THE TIME OF THE THEFT, YOU FILE AN OFFICIAL REPORT OF THE THEFT WITH THE POLICE WITHIN 24 HOURS OF LEARNING OF THE THEFT AND YOU COOPERATE WITH HERTZ AND THE POLICE IN PROVIDING INFORMATION REGARDING THE THEFT, AND NEITHER YOU NOR AN AUTHORIZED OPERATOR COMMITTED OR AIDED AND ABETTED THE COMMISSION OF THE THEFT.

4) FOR RENTALS COMMENCING IN WISCONSIN, (A) YOU ARE NOT RESPONSIBLE FOR ANY DAMAGE TO THE CAR OTHER THAN DAMAGE (x) RESULTING FROM AN ACCIDENT OCCURRING WHILE THE CAR IS UNDER THIS AGREEMENT OR

(y) CAUSED INTENTIONALLY BY, OR BY THE RECKLESS OR WANTON MISCONDUCT OF, YOU OR AN AUTHORIZED OPERATOR; AND (B) YOUR RESPONSIBILITY WILL NOT EXCEED THE FAIR MARKET VALUE OF THE CAR IMMEDIATELY BEFORE THE DAMAGE OCCURS, LESS ITS SALVAGE VALUE, PLUS ACTUAL TOWING FEES AND STORAGE FEES FOR NO MORE THAN 2 DAYS.

YOUR RESPONSIBILITY MAY ALSO BE LIMITED IN OTHER JURISDICTIONS.

d. IF YOU HAVE ACCEPTED THE OPTIONAL LOSS DAMAGE WAIVER (“LDW”), WHICH IS NOT INSURANCE, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e). IF YOU HAVE ACCEPTED THE OPTIONAL PARTIAL DAMAGE WAIVER (“PDW”), WHICH IS NOT INSURANCE AND WHICH IS NOT AVAILABLE FOR ALL RENTALS, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e), UP TO AN AMOUNT EQUAL TO THE LESSER OF $1,000 AND ANY DEDUCTIBLE UNDER YOUR OWN AUTOMOBILE INSURANCE THAT APPLIES TO THE DAMAGE SUSTAINED BY THE CAR. IF YOU ACCEPT PDW, YOUR INSURER WILL BE BILLED FOR THE FULL AMOUNT OF THE LOSS; ONLY THE APPLICABLE DEDUCTIBLE UNDER YOUR POLICY (UP TO $1,000) IS WAIVED AFTER THE LOSS IS PAID. PDW IS NOT AVAILABLE IN NEVADA AND TEXAS. IF YOU ACCEPT LIMITED LOSS DAMAGE WAIVER (“LLDW”), WHICH IS NOT INSURANCE AND WHICH IS AVAILABLE IN SEVERAL OPTIONS AND AT SELECT LOCATIONS, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR UP TO $500, $1000 OR $3000 DEPENDING ON THE LLDW OPTION SELECTED EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e). IN THOSE STATES WHERE THE SALE OF DAMAGE WAIVERS IS REGULATED OR PROHIBITED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR.

PURCHASE OF LDW, PDW OR LLDW, WHICH ENTAILS AN ADDITIONAL DAILY CHARGE, IS NOT REQUIRED IN ORDER TO RENT A CAR AND MAY BE DECLINED. THE CHARGE FOR LDW IS BASED ON THE CAR RENTED, WHICH MAY NOT BE THE SAME AS THE CAR RESERVED. YOU AGREE TO REVIEW THE DAILY CHARGE FOR LDW, PDW OR LLDW AND THE ESTIMATED TOTAL CHARGE FOR LDW, PDW OR LLDW FOR YOUR RENTAL PRIOR TO ACCEPTING LDW, PDW OR LLDW. YOUR OWN INSURANCE (OR THAT OF AN AUTHORIZED OPERATOR) MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY (OR THAT OF THE AUTHORIZED OPERATOR) FOR LOSS OF OR DAMAGE TO THE CAR. BEFORE DECIDING WHETHER TO PURCHASE LDW, PDW OR LLDW, YOU ARE ADVISED TO CONSULT WITH YOUR INSURER AND/OR EXAMINE YOUR AUTOMOBILE INSURANCE POLICY AND THAT OF ANY AUTHORIZED OPERATOR TO DETERMINE WHETHER THE POLICY AFFORDS COVERAGE FOR LOSS OF OR DAMAGE TO A RENTED VEHICLE, AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE, INCLUDING THE AMOUNT OF THE DEDUCTIBLE AND ANY OTHER LIMITATIONS AND EXCESSES. YOU ARE ALSO ADVISED TO DETERMINE WHETHER SUCH COVERAGE IS PROVIDED UNDER THE AGREEMENT REGARDING THE CREDIT CARD WHICH IS USED TO PAY FOR THE RENTAL OR FROM ANY OTHER SOURCE AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE.

e. USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5 WILL, TO THE EXTENT PERMITTED BY

APPLICABLE LAW, VOID LDW, PDW AND LLDW AND CAUSE YOU TO BE RE- SPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THAT PROHIBITED USE.

FOR RENTALS COMMENCING IN NEVADA, THOUGH, IF YOU HAVE ACCEPTED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IF THE LOSS OR DAMAGE: (i) IS INTENTIONALLY CAUSED BY, OR CAUSED BY THE WILLFUL OR RECKLESS OR WANTON MISCONDUCT OF, YOU OR AN AUTHORIZED OPERATOR; (ii) OCCURS WHILE YOU OR AN AUTHORIZED OPERATOR OPERATES THE CAR WHILE UNDER THE INFLU- ENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAWS OF THE STATE IN WHICH THE LOSS OR DAMAGE OCCURS (IN NEVADA, THE APPLICABLE LAW IS SECTION 484.379 OF THE NEVADA REVISED STATUTES); (iii) IS CAUSED WHILE YOU OR AN AUTHORIZED OPERATOR IS ENGAGED IN A SPEED TEST OR CONTEST, IS USING THE CAR TO CARRY PERSONS OR PROPERTY FOR HIRE, OR IS USING THE CAR OUTSIDE THE UNITED STATES OR CANADA WITHOUT FIRST OBTAINING SPECIFIC WRITTEN PERMISSION FROM HERTZ, WHICH PERMISSION MAY BE WITH- HELD IN HERTZ'S SOLE DISCRETION; (iv) IS INCURRED IF THE CAR WAS RENTED AS A RESULT OF FRAUDULENT INFORMATION PROVIDED TO HERTZ BY YOU OR AN AUTHORIZED OPERATOR, OR AS A RESULT OF FALSE INFORMATION PROVIDED TO HERTZ BY YOU OR AN AUTHORIZED OPERATOR IF HERTZ WOULD NOT HAVE RENTED THE CAR IF IT HAD RECEIVED TRUE INFORMA- TION OR IF THE THEFT WAS COMMITTED BY YOU OR AN AUTHORIZED OPERATOR OR YOU OR AN AUTHORIZED OPERATOR AIDED ANOTHER PERSON IN THE THEFT. A THEFT IS PRESUMED TO HAVE BEEN COMMITTED BY A PERSON OTHER THAN YOU OR AN AUTHORIZED OPERATOR IF YOU HAVE POSSESSION OF THE KEY OR ESTABLISH THAT THE KEY WAS NOT IN THE CAR AT THE TIME OF THE THEFT AND YOU FILE AN OFFICIAL REPORT WITH THE POLICE WITHIN 24 HOURS OF LEARNING OF THE THEFT AND COOPERATE WITH HERTZ AND THE POLICE IN PROVIDING INFORMATION REGARDING THE THEFT. HERTZ MAY REBUT THE PRESUMPTION STATED ABOVE BY ESTABLISHING THAT YOU OR AN AUTHORIZED OPERATOR COMMITTED OR AIDED ANOTHER PERSON IN THE THEFT; (v) DIRECTLY RESULTS FROM YOU OR AN AUTHO- RIZED OPERATOR TOWING OR PUSHING ANYTHING WITH THE CAR; (vi) OCCURS OUT OF THE USE OF THE CAR IN CONNECTION WITH CONDUCT THAT CONSTITUTES A FELONY; (vii) OCCURS WHILE THE CAR IS INVOLVED IN DRIVER TRAINING ACTIVITY OR WHILE THE CAR IS OPERATED BY ANY ONE OTHER THAN YOU OR AN AUTHORIZED OPERATOR; OR (viii) OCCURS WHILE THE CAR IS OPERATED ON AN UNPAVED ROAD, IF THE LOSS OR DAMAGE RESULTS DIRECTLY FROM THE ROAD OR DRIVING CONDITIONS.

FOR RENTALS COMMENCING IN INDIANA AND IOWA AND RHODE ISLAND, THE CIRCUMSTANCES UNDER WHICH LDW/PDW WILL NOT RELIEVE YOU OF YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR APPEAR ON THE RENTAL RECORD.

FOR RENTALS COMMENCING IN WISCONSIN, THE CIRCUMSTANCES UNDER WHICH LDW/PDW WILL NOT RELIEVE YOU OF YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR APPEAR ON A SEPARATE LOSS DAMAGE WAIVER DISCLOSURE FORM WHICH WILL BE GIVEN TO YOU AT THE COMMENCEMENT OF THE RENTAL.

f. YOU GRANT HERTZ A LIMITED POWER OF ATTORNEY TO PRESENT CLAIMS FOR DAMAGE TO OR LOSS OF THE CAR TO YOUR INSURANCE CARRIER OR ANY OTHER APPLICABLE THIRD PARTY.

5. PROHIBITED USE OF THE CAR

NEITHER YOU NOR ANY AUTHORIZED OPERATOR MAY:

a. PERMIT THE USE OF THE CAR BY ANYONE OTHER THAN YOU OR AN AUTHORIZED OPERATOR;

b. INTENTIONALLY DESTROY, DAMAGE OR AID IN THE THEFT OF THE CAR;

c. TAKE OR ATTEMPT TO TAKE THE CAR INTO MEXICO OR TO ANYWHERE ELSE OUTSIDE OF THE UNITED STATES OR CANADA, EXCEPT AS EXPRESSLY PERMITTED UNDER THIS AGREE- MENT;

d. ENGAGE IN ANY WILLFUL OR WANTON MISCONDUCT, WHICH, AMONG OTHER THINGS, MAY INCLUDE RECKLESS CONDUCT SUCH AS: THE FAILURE TO USE SEAT BELTS, THE FAILURE TO USE CHILD SEATS OR OTHER CHILD RESTRAINTS WHERE LEGALLY REQUIRED, USE OF THE CAR WHEN OVERLOADED OR CARRYING PASSENGERS IN EXCESS OF THE NUMBER OF SEAT BELTS IN THE CAR, USE OFF PAVED ROADS OR ON ROADS

WHICH ARE NOT REGULARLY MAINTAINED, REFUELING THE CAR WITH THE WRONG TYPE OF FUEL, I.E., DIESEL IN A GASOLINE ENGINE OR GASOLINE IN A DIESEL ENGINE , LEAVING THE CAR AND FAILING TO REMOVE THE KEYS, OR FAILING TO CLOSE AND LOCK ALL DOORS, CAR WINDOWS OR THE TRUNK;

e. USE OR PERMIT THE USE OF THE CAR BY ANYONE:

1) WHILE LEGALLY INTOXICATED OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR OTHER ABSORBED ELEMENTS WHICH MAY ADVERSELY AFFECT A PERSON'S ABILITY TO DRIVE SAFELY;

2) FOR ANY PURPOSE THAT COULD PROPERLY BE CHARGED AS A CRIME, SUCH AS THE ILLEGAL TRANSPORTATION OF PERSONS, DRUGS OR CONTRABAND;

3) TO TOW OR PUSH ANYTHING UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY HERTZ TO TOW;

4) IN A SPEED TEST, SPEED CONTEST, RACE, RALLY, SPEED ENDURANCE CONTEST OR DEMONSTRATION;

5) IN DRIVER TRAINING ACTIVITY;

6) TO CARRY PERSONS OR PROPERTY FOR HIRE (I.E., FOR A CHARGE OR FEE) UNLESS SPE- CIFICALLY AUTHORIZED IN WRITING BY HERTZ;

7) IF THE CAR HAS BEEN OBTAINED FROM HERTZ BY FRAUD OR MISREPRESENTATION; OR

8) TO CARRY HAZARDOUS MATERIALS (OTHER THAN CUSTOMARY QUANTITIES OF MA- TERIALS USED IN THE OPERATION OF THE CAR THAT ARE STORED WITHIN THE CONTAINERS PROVIDED FOR THEM), EXPLOSIVES, BIOLOGICALLY ACTIVE MATERIALS THAT ARE HAZARD- OUS TO HUMAN HEALTH OR RADIOACTIVE MATERIAL INCLUDING, BUT NOT LIMITED TO, ANY BIOLOGICALLY ACTIVE OR RADIOACTIVE MATERIAL FOR RESEARCH, EDUCATION, DEVELOP- MENT OR INDUSTRIAL PURPOSES, OR FOR PURPOSES INCIDENTAL THERETO;

f. FOR RENTALS IN HAWAII, TAKE OR ATTEMPT TO TAKE THE CAR OFF THE ISLANDS OF HAWAII; AND ANY USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5:

i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WILL CAUSE YOU TO LOSE THE BENEFIT OF ANY LIMITATION ON YOUR LIABILITY FOR LOSS OF OR DAMAGE TO THE CAR, EVEN IF YOU HAVE ACCEPTED LDW, PDW OR LLDW;

ii. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WILL VOID PERSONAL ACCIDENT INSURANCE ("PAI") AND PERSONAL EFFECTS COVERAGE ("PEC"), LIABILITY INSURANCE SUP- PLEMENT ("LIS") COVERAGE, EMERGENCY SICKNESS PROTECTION AND LIABILITY PROTEC- TION PROVIDED BY HERTZ UNDER THIS AGREEMENT; AND

iii. WILL CONSTITUTE A BREACH OF THIS AGREEMENT, MAKING YOU RESPONSIBLE, TO THE FULLEST EXTENT PERMITTED BY LAW, FOR THE ACTUAL AND CONSEQUENTIAL DAMAGES TO HERTZ CAUSED BY THE BREACH, TOGETHER WITH HERTZ'S RELATED COSTS AND ATTORNEYS' FEES.

6. PAYMENT OF CHARGES

You and any person, corporation or other entity to whom, with Hertz's consent, You expressly direct the charges in any way incurred under this Agreement ("Charges") to be billed, are jointly and severally responsible for payment of all Charges. If You direct Charges to be billed to any person, corporation or other entity, You represent that You are authorized to do so. Charges not paid on time as required by this Agreement may be subject to a late payment fee. You may also be charged a fee for any check used for payment of Charges that is returned to Hertz unpaid or for any credit, charge, debit/check or stored value/prepaid/gift card charges which are not honored by the card issuer. Payment for all Charges is due at the completion of the rental in cash or by a credit card, charge card, debit/check card or other device acceptable to Hertz; however, special rules may apply for rentals which are paid for with prepaid vouchers or coupons--see below. You may be required to present a credit, charge or debit/check card at the commencement of the rental and to agree to permit Hertz to bill Charges to that card. By providing a form of payment, You authorize Hertz to perform a check on Your credit and/or other data sources that identify any risk associated with a rental of the Car to You. Hertz may decline to rent based on this information. Stored value/ prepaid/gift cards are not, and debit/check cards may not be, acceptable to qualify for rental, but both types of cards may be used for

payment at return. Charges not known to Hertz at the completion of the rental are payable by You, or by the person, corporation or other entity to whom such Charges are to be billed, immediately upon receipt of an invoice therefore or by billing to the credit, charge or debit/check card presented at the time of rental, even if cash, another credit, charge or debit/check card, or a stored value/prepaid/gift card, was used to pay for charges at the completion of the rental. The payment of Charges by use of a credit, charge, debit/check or stored value/prepaid/gift card is governed by the terms of Your agreement with the card issuer. IF YOU PRESENT A CREDIT, CHARGE CARD OR DEBIT/CHECK CARD AT THE COMMENCEMENT OF THE RENTAL, YOU AUTHORIZE HERTZ TO RESERVE CREDIT WITH, OR OBTAIN AN AUTHO- RIZATION FROM, THE CARD ISSUER AT THE TIME OF RENTAL IN AN AMOUNT THAT MAY BE GREATER THAN THE ESTIMATED CHARGES EXCLUSIVE OF ANY APPLICABLE DISCOUNTS OR PROMOTIONS THAT ARE APPLIED AT TIME OF RETURN. IF YOU USE A DEBIT/CHECK CARD TO QUALIFY FOR A RENTAL, HERTZ WILL NOT BE LIABLE FOR OVERDRAFT CHARGES, OR FOR ANY OTHER LOSSES OR LIABILITIES WHICH YOU MAY INCUR, IN THE EVENT THAT YOU OVERDRAW YOUR ACCOUNT AFTER HERTZ RECEIVES THIS AUTHORIZATION. IF THE AUTHORIZATION OBTAINED AT THE COMMENCEMENT OF THE RENTAL EXCEEDS THE ACTUAL CHARGES INCURRED IN CONNECTION WITH THE RENTAL, THERE MAY BE A DELAY BETWEEN THE TIME THAT THE CHARGES ARE RECEIVED BY YOUR CARD ISSUER AND THE TIME THAT THE CARD ISSUER RELEASE THE EXCESS. HERTZ WILL PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS FOR ALL ACTUAL CHARGES AT OR FOLLOWING THE COMPLETION OF THE RENTAL. Hertz may audit all Charges. If any errors are found, You will pay the corrected Charges. If payment was by credit, charge, debit/check or stored value/prepaid/gift card, You authorize Hertz to correct the Charges with the card issuer. Hertz will notify You of any correction.

Hertz may from time to time issue prepaid vouchers or coupons represented either by documents or by entries in Hertz's records ("Vouchers") which may be used to pay rental charges subject to the terms and conditions of the Vouchers. Vouchers must be submitted at the time that the rental commences. Persons who pay by voucher may be required to pay the amount by which the estimated charges for the rental exceed the value of the Voucher at the commencement of the rental. Restrictions on the use of Vouchers may apply.

7. COMPUTATION OF CHARGES

a. TIME CHARGES are computed at the rates specified on the Rental Record for days, weeks, months, extra hours and extra days (including days in excess of any longer specified time period). THE MINIMUM RENTAL CHARGE IS FOR ONE RENTAL DAY. RENTAL DAYS CONSIST OF CONSECUTIVE 24-HOUR PERIODS STARTING AT THE TIME THE RENTAL BEGINS, OR ANY PORTION OF A CALENDAR DAY, AS NOTED ON THE RENTAL RECORD. The extra hours rate shown on the Rental Record is charged for each full or partial hour in excess of a rental day until such extra hours' charges equal the daily rate specified on the Rental Record for an extra day. RENTAL RATE IS SUBJECT TO INCREASE IF YOU RETURN THE CAR MORE THAN 24 HOURS BEFORE OR 24 HOURS AFTER THE SCHEDULED RETURN TIME. LATE RETURNS BEYOND 30 MINUTE GRACE PERIOD SUBJECT TO EXTRA HOUR AND/OR EXTRA DAY CHARGES. As stated in Paragraph 3, if the Car is returned after hours, charges may continue to accrue until the return location reopens for business. IF YOU FAIL TO COMPLY WITH ANY CONDITIONS SPECIFIED ON THE RENTAL RECORD APPLICABLE TO SPECIAL RATES, HERTZ'S OTHERWISE APPLICABLE RENTAL RATES WILL BE CHARGED.

b. EARLY RETURN FEE. An Early Return Fee of up to $18.00 will be applied if You return the Car more than 24 hours before the date and time previously scheduled, and You fail to notify Hertz more than 24 hours in advance of such change by calling Hertz at 1-866-434-2226. This Fee will be applied in addition to any change in rental rate that occurs as a result of reducing Your rental timeframe.

c. LATE RETURN FEE. A Late Return Fee of up to $15.00 per day, up to a maximum of five (5) days/$75.00, will be applied if You return the Car more than 12 hours after the date and time previously scheduled, and You failed to notify Hertz of such change more than 24 hours prior to Your scheduled return time by calling Hertz at 1-866-434-2226. This Fee will be applied in addition to any change in rental rate that occurs as a result of extending Your rental.

d. RETURN CHANGE FEE. A Return Change Fee of $10.00 will be applied if You return the Car to a different location from that which was scheduled, or if You return more than 24 hours before or 12 hours after the date and time previously scheduled, and You notify Hertz of an early return or return location change more than 24 hours in advance of an applicable return, or for an extension of Your rental, notify Hertz by the return date and time previously scheduled. You may notify Hertz by calling 1-866-434-2226. This Fee will be applied in addition to any increase in rate that may occur as a result of changing the drop off location or the timeframe of Your rental.

e. MILEAGE CHARGES, including those for extra miles, if any, are based on the per mile rate specified on the Rental Record. The number of miles driven is determined by subtracting the Car's odometer reading at the beginning of the rental from the reading when the Car is returned, excluding tenths of miles. The per mile rate is then multiplied by the number of miles driven or, in the case of extra miles, by the number of miles driven in excess of the number of miles allowed, as specified on the Rental Record. The result is the Mileage Charge.

f. A SERVICE CHARGE may be applied if You return the Car to any location other than the location from which it is rented. Any change to Your reservation may impact the rental charges. Rental charges may be higher if You make any change to Your rental, including a change to extend the rental, the drop-off location or return the Car prior to the scheduled return date.

g. LDW, PDW, LLDW, PAI/PEC, ESP, and LIS CHARGES, if applicable, are due and payable in full for each full or partial rental day, at the rates specified on the Rental Record.

h. TAXES, TAX REIMBURSEMENTS, VEHICLE LICENSING FEES, AIRPORT AND/ OR HOTEL RELATED FEES AND FEE RECOVERIES, GOVERNMENTAL OR OTHER SURCHARGES AND SIMILAR FEES are charged/recovered as and where required or permitted by applicable law.

i. TOLL, PARKING & TRAFFIC OCCURRENCES/VIOLATIONS: YOU WILL BE RESPONSIBLE FOR AND PAY ALL TOLL OCCURENCES, ALL PARKING, TRAFFIC AND TOLL VIOLATIONS, OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE, AND IMPOUNDMENT FEES AND ALL TICKETS CHARGED TO THE CAR, ARISING OUT OF THE USE, POSSESSION OR OPERATION OF THE CAR BY YOU OR BY AN AUTHORIZED OPERATOR. You authorize Hertz to release Your billing/rental information and charge or debit card information or billing account information and information regarding Your rental to American Traffic Solutions, Inc. and PlatePass, LLC, for the exclusive purpose of processing and billing for unpaid toll occurrences, and any violations, fines, penalties and fees (and for PlatePass services, if utilized). You also agree to indemnify Hertz and/ or American Traffic Solutions, Inc. and PlatePass, LLC, if they pay same. You agree to pay, upon billing, applicable administrative fees related to the cost of paying for such toll occurrences or toll, parking or traffic violations and the cost of providing information about You to a court or governmental agency for each unpaid toll occurrence and each toll, parking or other citation incurred during Your rental. You further understand that Hertz, American Traffic Solutions, Inc. and/or PlatePass, LLC may furnish information regarding You, including but not limited to Your name, address and driver's license number to the governmental agency or court responsible for issuing or enforcing unpaid toll occurrences and each toll, parking or other citations that You incur during your rental. For rentals in Hawaii, the amount of the administrative fee which You will be charged if Hertz or American Traffic Solutions, Inc. is required to pay for such an infraction or toll occurrence is up to $ 42.00 per toll occurrence or citation. You are encouraged to pay directly to the court, county government or other appropriate agency the applicable tolls, fines, costs, monetary assessments, penalties, fees, surcharges or other charges.

j. RECOVERY EXPENSE consists of all costs of any kind incurred by Hertz in recov- ering the Car either under this Agreement, or if it is seized by governmental authorities as a result of its use by You, any Authorized Operator or any other operator with Your, his or her permission, including, but not limited to, all attorneys' fees, court costs, and an Administrative Fee.

k. COLLECTION EXPENSE consists of all costs of any kind incurred by Hertz in collecting Charges from You or the person, corporation or other entity to whom they are

billed, including but not limited to all attorneys' fees and court costs.

l. LATE PAYMENT FEES may be applied to any balance due for Charges that are not paid within 30 days of Hertz's mailing an invoice for such Charges to You or the person, corporation or other entity to whom they are to be billed. Such invoice may be mailed either to Your or their address specified at time of rental, or Your or their billing address on file with Hertz.

m. FINES AND OTHER EXPENSES include, but are not limited to, fines, penalties, attorneys' fees and court costs assessed against or paid by Hertz resulting from the use of the Car by You, any Authorized Operator or any other operator with Your, his or her permission.

n. CHARGES FOR ADDITIONAL SERVICES, such as Hertz NeverLost® In-Car Navigation System, alternate GPS or other navigational systems, and infant and toddler car seats, if applicable, will be charged at the applicable rates specified on the Rental Record. Charges for additional services, if stated on the Rental Record as a daily rate, are due and payable for each full or partial rental day.

o. LOST, DAMAGED GPS UNITS, CAR SEATS, and SEPARATELY PROVIDED PRODUCTS. If NeverLost units, GPS units, infant and toddler car seats or booster seats, or any separately provided product is lost, stolen or damaged while the Car is on rent, You must notify Hertz and You will be responsible for any replacement, delivery and administrative costs.

p. SMOKING FEE. In the event it is determined by Hertz personnel that You smoked in the Car (based on odor, test strips, or other mechanisms) or the Car smells of cigarette, marijuana, or other smoke, You will be charged a $400 fee.

q. ANY OTHER CHARGES specified on the Rental Record will be charged at the applicable rates specified on the Rental Record. Any such charges which are stated on the Rental Record as a daily rate shall be due and payable for each full or partial rental day.

r. LOST KEYS/KEY FOBS/LOCKOUTS If You lose the keys /key fob to the Car, Hertz may charge You for the cost of replacing the keys or key fob and for the cost of delivering replacement keys / key fob (if possible) or towing the Car to the nearest Hertz location. If You lock the keys / key fob in the Car and request assistance from Hertz, Hertz may charge You for the cost of delivering replacement keys / key fob (if possible) or towing the Car to the nearest Hertz location.

s. Charges will continue to accrue until the Car is returned to Hertz or, if the Car has been stolen, until You report the theft both to the police in the jurisdiction in which the theft occurs and to Hertz.

8. REFUELING OPTIONS

Most Hertz rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

(1) IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Hertz a charge for fuel.

(2) IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable per-mile/kilometer or per-gallon rate specified on the Rental Record.

(a) The per-mile/kilometer rate is used if You do not buy fuel during the rental. To calculate this amount, Hertz multiplies the number of miles driven, as shown on the car's odometer, times the per-mile/kilometer rate shown on the Rental Record.

(b) The per-gallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Hertz multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE/ KILOMETER AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

(3) IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE

THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following cases.

(a) For rentals in Hawaii, if You return the Car with a full tank of fuel, You will receive a credit for the amount previously charged for the purchase of fuel from Hertz.

(b) For rentals other than Replacement Rentals, if You drive the Car 100 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged for the fuel used at the per-mile/kilometer rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a) OR (b) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SER- VICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.

9. RESPONSIBILITY FOR PROPERTY

YOU AGREE THAT HERTZ IS NOT RESPONSIBLE TO YOU, ANY AUTHORIZED OPER- ATORS OR ANYONE ELSE FOR ANY LOSS OF OR DAMAGE TO YOUR OR THEIR PER- SONAL PROPERTY CAUSED BY YOUR OR THEIR ACTS OR OMISSIONS, THOSE OF ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY HERTZ'S NEGLIGENCE.

YOU AND ANY AUTHORIZED OPERATORS HEREBY WAIVE ANY CLAIM AGAINST HERTZ, ITS AGENTS, EMPLOYEES OR AFFILIATES, FOR LOSS OF OR DAMAGE TO YOUR OR ANYONE ELSE'S PERSONAL PROPERTY, WHICH INCLUDES, WITHOUT LIMITATION, PROPERTY LEFT IN ANY HERTZ VEHICLE OR BROUGHT ON HERTZ' S PREMISES, CAUSED BY YOU OR ANY AUTHORIZED OPERATOR, BY ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY HERTZ'S NEGLIGENCE WHETHER IN WHOLE OR IN PART. YOU AND ANY AUTHORIZED OPERATORS AGREE TO INDEMNIFY AND HOLD HERTZ HARMLESS FROM ANY CLAIM AGAINST HERTZ FOR LOSS OF OR DAMAGE TO PERSONAL PROPERTY THAT IS CONNECTED WITH ANY RENTAL UNDER THIS AGREEMENT.

10. LIABILITY PROTECTION

THE FOLLOWING SUBPARAGRAPH (a) APPLIES IF THE PROVISIONS OF YOUR CDP NUMBER OR RATE PLAN SHOWN ON THE RENTAL RECORD, IF ANY, OR, IN THE CASE OF A REPLACEMENT RENTAL, THE APPLICABLE CONTRACT,

IF ANY, BETWEEN HERTZ AND THE AUTOMOBILE INSURER WHICH IS RE- SPONSIBLE FOR DAMAGE TO OR LOSS OF YOUR VEHICLE (A "RESPONSIBLE INSURER"), INCLUDE THE EXTENSION BY HERTZ OF LIABILITY PROTECTION.

a. WITHIN THE LIMITS STATED IN THIS SUBPARAGRAPH, HERTZ WILL IN- DEMNIFY, HOLD HARMLESS, AND DEFEND YOU AND ANY OTHER AUTHORIZED OPERATORS FROM AND AGAINST LIABILITY TO THIRD PARTIES, WHICH BY DEFINITION EXCLUDES ANY OF YOUR OR ANY AUTHORIZED OPERATOR'S FAM- ILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM, FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE, IF THE ACCIDENT RESULTS FROM THE USE OF THE CAR AS PER- MITTED BY THIS AGREEMENT. THE LIMITS OF THIS PROTECTION, INCLUDING OWNER'S LIABILITY, ARE THE SAME AS THE MINIMUM LIMITS REQUIRED BY THE AUTOMOBILE FINANCIAL RESPONSIBILITY LAW OF THE JURISDICTION IN WHICH THE ACCIDENT OCCURS, UNLESS HIGHER LIMITS APPLY FOR THE CDP NUMBER OR RATE PLAN SHOWN ON THE RENTAL RECORD, IF ANY, OR, IN THE CASE OF A REPLACEMENT RENTAL, THE APPLICABLE CONTRACT BE- TWEEN HERTZ AND THE RESPONSIBLE INSURER, IF ANY. THESE LIMITS MAY NOT BE ADEQUATE TO FULLY COVER YOUR LIABILITY IN THE EVENT THAT YOU ARE INVOLVED IN AN ACCIDENT. THIS PROTECTION WILL CONFORM TO THE BASIC REQUIREMENTS OF ANY APPLICABLE MANDATORY "NO FAULT" LAW BUT DOES NOT INCLUDE "UNINSURED MOTORIST," "UNDERINSURED MOTOR- IST," "SUPPLEMENTARY NO FAULT" OR ANY OTHER

OPTIONAL COVERAGE. HERTZ HAS, AS THE INSURED, WAIVED AND REJECTED THE INCLUSION OF

ANY SUCH COVERAGE. If such protection is imposed by operation of law, then the limits of such protection will be the minimum required for primary liability protection by the law of the jurisdiction in which the accident occurs. Hertz war- rants that the protection described in this subparagraph is primary with respect to any insurance coverage which You or an Authorized Operator may have. TO THE EXTENT PERMITTED BY LAW, HERTZ' DEFENSE OBLIGATIONS TO YOU OR ANY AUTHORIZED OPERATOR HEREUNDER SHALL CEASE AFTER THE APPLICABLE LIMITS OF LIABILITY PROTECTION ARE TENDERED OR EXHAUSTED.

THE FOLLOWING SUBPARAGRAPH (b) APPLIES FOR ALL RENTALS OTHER THAN THOSE NOTED IN SUBPARAGRAPH (a).

b. IF YOU DO NOT PURCHASE LIABILITY INSURANCE SUPPLEMENT (LIS) (A SUMMARY OF LIS COVERAGE APPEARS BELOW) AT THE COMMENCEMENT OF THE RENTAL AND AN ACCIDENT RESULTS FROM THE USE OF THE CAR, YOUR INSURANCE AND THE INSURANCE OF THE OPERATOR OF THE CAR WILL BE PRIMARY. WHERE PERMITTED BY LAW, HERTZ DOES NOT PROVIDE ANY THIRD-PARTY LIABILITY PROTECTION COVERING THIS RENTAL. YOU AGREE THAT YOU AND YOUR INSURANCE COMPANY WILL BE RESPONSIBLE FOR HANDLING, DEFENDING AND PAYING ALL THIRD-PARTY CLAIMS FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE CAUSED BY OR ARIS- ING FROM THE USE OF THE CAR DURING THE RENTAL. YOU REPRESENT AND WARRANT THAT YOUR INSURANCE IS SUFFICIENT TO SATISFY THE MINIMUM APPLICABLE FINANCIAL RESPONSIBILITY LIMITS REQUIRED BY LAW. IN THE EVENT OF AN ACCIDENT, YOU WILL PROVIDE PROOF OF FINANCIAL RESPON-SIBILITY AS REQUIRED BY LAW. YOU AGREE TO INDEMNIFY AND HOLD HERTZ HARMLESS FROM AND AGAINST, AND WILL DEFEND HERTZ AGAINST, ANY AND ALL LOSS, LIABILITY OR DAMAGES WHATSOEVER, ARISING OUT OF THE USE OR OPERATION OF THE CAR DURING THE RENTAL, PLUS COSTS AND AT- TORNEYS' FEES. UNLESS REQUIRED BY LAW, HERTZ DOES NOT PROVIDE ANY "UNINSURED" OR "UNDERINSURED" MOTORIST PROTECTION, "NO-FAULT" OR OTHER OPTIONAL PROTECTION IN CONNECTION WITH THE RENTAL AND HERTZ AND YOU HEREBY REJECT, TO THE EXTENT PERMITTED BY LAW, INCLUSION OF SUCH PROTECTION. WHERE HERTZ IS REQUIRED BY LAW TO PROVIDE ANY OF THE ABOVE PROTECTION IN SPITE OF THIS AGREEMENT, SUCH PROTECTION SHALL BE SECONDARY OVER AND ABOVE ANY OTHER AVAILABLE INSURANCE PROVIDED OR AVAILABLE TO YOU UNDER ALL OTHER POLICIES (WHETHER PRIMARY OR EXCESS) IN AN AMOUNT NOT TO EXCEED THE MINIMUM STATUTORY FINANCIAL RESPONSIBILITY LIMITS OF THE JURISDICTION WHERE THE ACCIDENT OCCURS. HERTZ MAY PROVIDE SUCH LIABILITY PROTECTION UNDER A CERTIFICATE OF SELF-INSURANCE OR AN INSURANCE POLICY.

FOR RENTALS COMMENCING IN FLORIDA: Florida law requires Hertz's liability protection and personal injury protection to be primary unless otherwise stated. Therefore, Hertz hereby informs You that the valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss.324.021 (7) and 627.736, Florida Statutes, unless Your CDP number or rate plan or, in the case of a Replacement Rental, the applicable contract, if any, between Hertz and the automobile insurer which is responsible for damage to or loss of your vehicle, includes the extension by Hertz of liability protection or You accept the optional LIS. Primary insurance means that, in the event of a covered loss, Your insurance or that of the Authorized Operator would be responsible for the payment of personal injury or property damage claims up to the limits of that insurance.

c. YOU AND ALL OPERATORS WILL INDEMNIFY AND HOLD HERTZ, ITS AGENTS, EMPLOYEES AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, ATTORNEYS' FEES AND EXPENSE OF ANY KIND (A "LOSS"), ARISING FROM THE USE OR POSSESSION OF THE CAR BY YOU, ANY AUTHORIZED OPERATOR OR ANY OTHER OPERATOR(S) WITH YOUR, HIS OR HER PERMISSION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES INCURRED BY HERTZ TO ENFORCE ANY OF ITS RIGHTS HEREUNDER, UNLESS SUCH LOSS ARISES OUT OF HERTZ'S SOLE NEGLIGENCE.

d. The Car may not be driven into Mexico without first obtaining specific written permission from Hertz, which permission may be withheld in Hertz's sole discretion. If permitted, You must first obtain through Hertz insurance valid in Mexico. Hertz does not provide any liability protection with this Agreement while a Car is in Mexico.

11. ACCIDENTS, THEFT AND VANDALISM

You must promptly and properly report any accident, theft or vandalism involv- ing the Car to Hertz and to the police in the jurisdiction in which such incident takes place. You should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If You or any Authorized Operator receive any papers relating to such an incident, those papers must be promptly given to Hertz. You and any Authorized Operators must cooperate fully with Hertz's investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ALL LIABILITY PROTECTION, PAI/ PEC, LIS, LDW, LLDW AND PDW. You and any Authorized Operators authorize Hertz to obtain any records or information relating to any incident, irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

12. LIMITS ON LIABILITY

a Hertz will not be liable to You or any Authorized Operators for any indirect, special or consequential damages (including lost profits) arising in any way out of any matter covered by this Agreement.

b. You understand and agree that it is improper for You to file a lawsuit concerning this Agreement against any entity other than Hertz.

13. PRIVACY

Hertz may collect and use personally identifiable data about You in accordance with Hertz's Privacy Policy for Rental Customers (the "Privacy Policy"). Among other things, the Privacy Policy provides that Hertz may use and disclose personally identifiable data about You as it reasonably believes is necessary to protect its business; to comply with applicable law; to protect the rights, privacy, safety or property of You or others; and to permit Hertz to pursue available remedies or limit the damages that it may sustain. Hertz may disclose personally identifiable data about You in response to requests from law enforcement agencies or government regulators. Pursuant to the Privacy Policy, You have options to limit the use or sharing by Hertz of personally identifiable data about You for marketing purposes and you may access and correct data about You. The Privacy Policy explains these options and provides information about how to choose an option. A full copy of Hertz's current Privacy Policy, which is subject to change by Hertz from time to time, may be obtained at the rental location at which Your rental commences.

14. WAIVER OR CHANGE OF TERMS/GOVERNING LAW

a. No term of this Agreement may be waived or changed except by a writing signed by an expressly authorized representative of Hertz. Rental representatives are not authorized to waive or change any term of this Agreement.

b. This Agreement shall be governed by the substantive law of the jurisdiction in which the rental commences, without giving effect to the choice of laws rules thereof, and You irrevocably and unconditionally consent and submit to the nonexclusive juris- diction of the courts located in that jurisdiction.

c. If any provision of this Agreement conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that juris- diction (but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provi- sion of this Agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

15. PAYMENTS TO INTERMEDIARIES

If you arranged for this rental through a travel agent, Internet travel site, broker or other intermediary acting on Your behalf, Hertz or an affiliate of Hertz's licensor may have paid commissions or other payments to that party to compensate it for arranging such rentals. That compensation may be based in part on the overall volume of business that party books with Hertz or the overall volume of business that party books with affiliates and licensees of Hertz's licensor. For details on such compensation, You should contact that party.

16. ARBITRATION AND CLASS ACTION WAIVER

ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON ANY INDIVIDUAL BASIS, RATHER THAN JURY TRIALS

OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THE ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US MUST BE RESOLVED

ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND HERTZ EACH WAIVE THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS

MEMBER. You and Hertz remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S. C. §§ 1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope, or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise.

The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at www.adr.org.

You or Hertz may commence an arbitration by providing a written demand for arbitration to the other (to Hertz, The Hertz Corporation, 8501 Williams Road, Estero, FL 33928 Attn: Arbitration) and two copies of the demand to the AAA. If You seek $10,000 or less through arbitration, Hertz will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitral award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NO- TIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING HERTZ AT no.arbitration@hertz.com OR BY MAIL TO The Hertz Corporation, 8501 Williams Road, Estero, FL 33928 Attn: Arbitration. Include Your name, address, the number at the top of the Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If You have previously notified Hertz of Your decision to opt out of arbitration, You do not need to do so again.

SUMMARY OF OPTIONAL SERVICES

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL OF THE PROVISIONS, LIMITA- TIONS AND EXCEPTIONS OF THE APPLICABLE LIABILITY INSURANCE SUPPLEMENT, PERSONAL ACCIDENT AND PERSONAL EFFECTS AND EMERGENCY SICKNESS PRO- TECTION INSURANCE POLICIES (WHICH ARE AVAILABLE FOR INSPECTION UPON REQUEST), AND THIS AGREEMENT. FOR INFORMATION REGARDING THE OPTIONAL LOSS DAMAGE WAIVER, WHICH IS NOT INSURANCE, SEE SUBPARAGRAPHS 4(d),

4(e), and 7(d).

The insurance coverages offered by HERTZ (LIS, PAI/PEC and ESP) may provide a duplication of coverage already provided by a renter's personal automobile insurance policy or by another source of coverage. The purchase of these kinds of coverage is not required in order to rent a Car.

LIABILITY INSURANCE SUPPLEMENT (LIS) SUMMARY OF COVERAGE

COVERAGE

If You elect to purchase LIS, coverage will be provided to You and any Authorized Opera- tors under an excess automobile liability insurance policy issued to Hertz.

LIMITS

LIS provides protection from third-party automobile liability claims for the difference between the liability protection limits provided under Paragraph 10 and a maximum combined single limit of One Million ($1,000,000) Dollars for bodily injury, including death, and property damage. LIS also provides uninsured and underinsured motorist coverage for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and $1,000,000 limit of insurance for each accident.

EXCLUSIONS

All exclusions, including claims arising from use of the Car as prohibited by this Agree- ment and claims by any of Your or any Authorized Operator's family members related by blood, marriage or adoption who resides with You or

the Authorized Operator, are set forth in the applicable policy, a copy of which is available upon request.

HOW TO OBTAIN/DECLINE COVERAGE

If You accept LIS on the Rental Record, coverage will be provided during the rental period. The daily charge for LIS, which appears on the Rental Record, is due for each full or partial rental day.

PERSONAL ACCIDENT INSURANCE (PAI) AND PERSONAL EFFECTS COVERAGE (PEC)

If You accept PAI / PEC on the Rental Record, coverage will be provided during the rental period. Please note that PAI and PEC are not available separately and may only be taken in combination. The daily charge for PAI/PEC, which appears on the Rental Record, is due for each full or partial rental day. Coverage will be provided under a policy issued to Hertz.

PERSONAL ACCIDENT INSURANCE (PAI):

Coverage and Benefits

The PAI policies provide coverage for death directly caused by an accident independent of all other causes. The renter will be covered for any such accident during the rental period; passengers will also be covered, but only for accidents occurring while in, entering or exiting the Car. Benefits include death benefits of $175,000 for the renter and $17,500 per passenger; PAI also provides limited coverage for medical expenses (benefits are limited to $2500) and ambulance expense (benefits are limited to $250).

Total benefits for any one accident are limited to $225,000. These benefits are payable without regard to any other benefits which may be due under any other insurance policy. Coverage is subject to various exclusions, terms and conditions.

Exclusions

PAI insurance excludes coverage for injury or death resulting from use of the Car in violation of this Agreement and also for injury or death which: (a) is intentionally self-inflicted; (b) results from aircraft travel; (c) results from committing or attempting to commit an assault or felony; (d) results from intoxicants or narcotics or (e) results from suicide or attempted suicide while sane or insane. See the policy for additional exclusions and limitations.

Notice of Claim

In the event of any occurrence likely to result in a claim for PAI benefits, immediate written notice should be given to Hertz. Hertz will provide You with a claim form and the address of the insurance company which is providing coverage. You will have to submit the claim form to the insurance company together with Your Rental Record.

PERSONAL EFFECTS COVERAGE (PEC):

Coverage

Coverage is provided for loss of or damage to covered personal effects owned by any covered persons while such personal effects are in transit or in any hotel or other building en route during a trip using the Car.

Covered Persons

You and members of Your immediate family traveling with You during a trip using the Car who permanently reside in the same household with You are covered, if You accept PAI/PEC.

Limits Of Liability

Maximum coverage during each rental period is $600 for each covered person, per occurrence. Total benefits in any rental period are limited to $1,800.

Exclusions

The following personal effects are not covered: Animals, automobiles, automobile equipment, cellular telephones, GPS equipment, motorcycles, boats, motors or other conveyances, household furniture, contact lenses, artificial teeth and limbs, currency, coins, deeds, bullion, stamps, securities, tickets, documents and perishables. Any loss of or damage to personal effects caused by mysterious disappearance or use of the Car in violation of the Agreement is not covered. Benefits are not payable for delay, loss of market, indirect or consequential losses or damages of any kind. This is a summary only and other exclusions and restrictions apply. See the policy for additional exclusions and limitations.

Notice of Claim

In the event of any occurrence likely to result in a claim for PEC benefits, immediate written notice should be given to Hertz. Hertz will provide You with a claim form and the address of the insurance company which is providing coverage.

EMERGENCY SICKNESS PROTECTION

ESP is available at select locations to non-U.S. citizen renters who possess valid non-U.S. passports at the time of rental. ESP provides certain medical benefits for some sicknesses that may occur during rental periods of thirty days or less for the renter and non-U.S. persons traveling with the renter. Benefits include up to $10,000

per person for reasonable and customary cost of necessary medical care for covered sickness, including medical or surgical treatment, hospital services, supplies, x-rays and laboratory fees, local ambulance, visits to a physician's office, subject to $100 deductible per person per sickness.

PREMIUM EMERGENCY ROADSIDE ASSISTANCE (PERS)

If accepted, PERS reduces Your financial liability for services required to remedy

non-mechanical problems of the Car including lockouts, lost key, flat tire and mounting and dead batteries, among other services. Full details are available at each rental location.

WARNING: YOU MUST REMOVE KEYS, LOCK ALL DOORS, CLOSE ALL CAR WIN- DOWS AND THE TRUNK WHEN LEAVING THE CAR OR PEC COVERAGE WILL NOT APPLY, IN WHICH CASE YOU WILL BE RESPONSIBLE FOR ANY LOSS.

FOR RENTALS COMMENCING IN TEXAS: Your rental agreement offers, for an additional charge, an optional waiver to cover all or a part of your responsibility for damage to or loss of the vehicle. Before deciding whether to purchase the waiver, you may wish to determine whether your own automobile insurance or credit card agreement provides you coverage for rental vehicle damage or loss and determine the amount of the deductible under your own insurance coverage. The purchase of the waiver is not mandatory. The waiver is not insurance.

Exhibit C– Rates

Vehicle Type	Daily Rate	Weekly Rate	Monthly Rate
Sedans			
Economy/Compact	$31.00	$155.00	$620.00
Intermediate/Standard	$33.00	$165.00	$660.00
Full Size	$36.00	$180.00	$720.00
Passenger Vans			
Mini Van	$54.00	$270.00	$1,080.00
12 Passenger	$95.00	$475.00	$1,900.00
SUV's			
Mid/Standard SUV	$54.75	$273.75	$1,095.00
Full Size / Premium SUV	$84.50	$422.50	$1,690.00
Pick- Up Truck's			
Small Pick Up Truck	$57.50	$287.50	$1,150.00
Large Pick Up Truck	$59.00	$295.00	$1,180.00
Other Class's Offered			
Premium	$60.00	$300.00	$1,200.00
Jeep/ Crossover	Not Available	Not Available	Not Available
Convertible	Not Available	Not Available	Not Available
Compact Hybrid	Not Available	Not Available	Not Available
Intermediate Hybrid	$45.00	$225.00	$900.00
Full Size Hybrid	Not Available	Not Available	Not Available
15 Passenger Van	Not Available	Not Available	Not Available

Hertz Surcharges

State	City	Amount Per Day
California	Burbank (Airport)	$3.00
	John Wayne (Airport)	$3.00
	Oakland (Airport)	$3.00
	San Jose (Airport)	$3.00
	San Luis Obispo	$13.00
District of Columbia (DC)	Washington	$8.00
Idaho	Idaho Falls	$6.00
	Boise	$6.00
	Hailey	$10.00
	Lewiston	$20.00
	Pocatello	$6.00
	Sun Valley	$6.00
Illinois	Chicago	$8.00
Massachusetts	Boston	$8.00
Michigan	Detroit	$8.00

Montana	Missoula	$6.00
	Butte	$10.00
New Jersey	Newark	$19.00
New York	JFK, LGA, Manhattan	$29.00
Oregon	Bend	$10.00
	Klamath Falls	$10.00
	Medford	$10.00
	Pendleton, Redmond, Sun River	$10.00
Philadelphia	Philadelphia	$8.00
Washington	Pasco	$10.00
	Pullman and Spokane	$6.00

Licensee Surcharges

State	City	Amount per Day
Alabama	Florence, Huntsville Airport, Huntsville South, Madison, and Muscle Shoals	$18.00
Arkansas	Bentonville, Fayetteville, Ft. Smith, Harrison, Highfill, Sherwood, Springdale, Texarkana, Mountain Home, and, Little Rock	$12.00
	Hot Springs, Jonesboro	$15.00
California	Redding	$18.00
	San Luis Obispo	$8.00
Georgia	Athens, Greensboro, and Winder	$12.00
	Brunswick, Saint Simmons Island, and Sea Island	$5.00
Idaho	Boise, Idaho Falls, Lewiston, Pocatello	$12.00
	Hailey, Hayden Lake (Aviation), and Sandpoint	$18.00
Kansas	Topeka	$18.00
Kentucky	Mayfield and Paducah	$12.00
Louisiana	Monroe	$6.00
Minnesota	Duluth	$12.00
	Winona	$10.00
Massachusetts	Columbus	$10.00
Missouri	Booneville and Saint Roberts	$8.00

	Columbia A/P	$15.00
State	**City**	**Amount per Day**
	Joplin, Lake Ozark and Osage Beach	$10.00
Montana	Billings and Great Falls	$8.00
	Bozeman	$18.00
	Butte and Missoula	$8.00
	Helena	$15.00
	Kalispell and Whitefish	$6.00
New Jersey	Clifton, Lyndhurst, and Passaic	$10.00
New Mexico	Farmington, and Roswell	$18.00
New York	Glans Falls, Ithaca, and Saratoga Springs	$10.00
North Dakota	Bismarck, Fargo, Grand Forks, Minot, and Williston	$12.00
	Dickson	$18.00
Ohio	Columbus AP	$10.00
Oregon	Bend	$13.00
	Medford and Redmond	$13.00
Philadelphia	Altoona, Martinsburg, State Collage, and Williamsport	$18.00
	Erie, Johnstown, and Latrobe	$10.00
	Lancaster	$8.00
	Philipsburg	$3.00
South Dakota	Aberdeen	$18.00
	Rapid City	$8.00
	Sioux Falls	$12.00
Tennessee	Dyersburg	$12.00
	Jackson	$15.00
Utah	Layton and Ogden	$12.00
Washington State	Pasco	$13.00
	Pullman and Spokane	$12.00
	Wenatchee	$18.00
Wisconsin	Appleton, Mosinee and Wausau	$8.00
	Eau Claire and Chippewa Falls	$10.00
	Green Bay and Superior	$12.00
	Plover	$5.00
Wyoming	Casper and Cody	$12.00
	Gillette, Green River and Jackson	$18.00

- **There may be additional charges as listed in the Master Agreement, if applicable to the Request for Services.**