

Participating Addendum

#24PSX0079

This Participating Addendum is made by and between the State of Connecticut acting by its Department of Administrative Services (“DAS” or “Participating Entity”), in accordance with sections 4a-2, 4a-51 and 4a-53 of the Connecticut General Statutes, and The Hertz Corporation (“Contractor”).

The Contractor and DAS agree as follows:

1. DAS and the Contractor shall be bound by the terms of a certain National Association of State Procurement Officials (“NASPO”) master agreement number PO-10700-00043390 entered into between the Contractor and the State of Oregon, dated January 31, 2025, as amended by Amendment No. 1 effective on February 10, 2025, and Amendment No. 2 effective on April 2, 2025, (collectively, the “Master Agreement”) for the rental of passenger vehicles and box trucks and related services.
2. The Master Agreement, attached to this Participating Addendum as Exhibit 1 and as modified by this Participating Addendum, binds DAS and Contractor, but only for purposes of enabling DAS to contract for passenger vehicle and box truck rentals from Contractor and not to contract for any other purpose.
3. The Contractor and DAS are not bound to any terms of the Master Agreement or to any modifications to the Master Agreement dated after the date of this Participating Addendum.
4. For purposes of this Participating Addendum, references to the Lead State in the Master Agreement that are intended to be obligations of the Participating Entity, shall be interpreted to mean DAS. To the extent references to the Lead State are obligations of the State of Oregon, said references shall be interpreted to mean DAS.
5. Order of Precedence:
 - A. This Contract and the Master Agreement shall be read to be consistent and complementary. Any ambiguity, conflict or inconsistency between them shall be resolved by giving priority to this Contract.
 - B. To the extent that any provisions in the Master Agreement and this Contract address the same or substantially the same subject matter, the provisions in this Contract shall prevail and replace, in their entirety, the provisions in the Master Agreement addressing the same or substantially the same subject matter. To the extent any provisions in the Master Agreement are titled the same or similarly titled as a provision in this Contract, the provisions in this Contract replace, in their entirety, the same or similarly titled provisions in the Master Agreement.
 - C. All terms listed or referenced in any solicitation documents or in the Contractor’s response to any solicitation documents are excluded from this Contract.
 - D. All other terms in the Master Agreement not specifically deleted or modified remain in full force and effect as to the Contractor, DAS and the Client Agency.
6. The following exhibits of the Master Agreement are deleted in their entirety.
 - Exhibit 2, Sample Participating Addendum
 - Exhibit 7, Passenger Vehicle and Box Truck Rental Packet
7. The Contractor shall comply with the Connecticut Standard Terms, which are attached as Exhibit 2. As used in this Participating Addendum, the capitalized word “Contract” is deemed to refer to this Participating Addendum and its exhibits.
8. To the extent that DAS or the Client Agency fails to meet its obligations under this Participating Addendum, the Contractor’s exclusive remedies will be to seek redress in accordance with applicable Connecticut law, including the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.
9. Nothing in the Master Agreement as modified by this Participating Addendum shall be construed as a modification, compromise or waiver by DAS or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State of Connecticut or any of its officers and employees, which they may have had, now have or will have with respect to all

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matters arising out of the Master Agreement as modified by this Participating Addendum . To the extent that this section conflicts with any other section in the Master Agreement, this section shall govern.

10. Any Purchasing Entity or Client Agency may issue purchase orders against this Participating Addendum. "Purchasing Entity" or "Client Agency" means any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in the State of Connecticut and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Participating Addendum.

11. Primary Contacts

Participating Entity

Name: State of Connecticut, Department of Administrative Services, Procurement Division

Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103

Contact: Lynn Peccerillo-Hills

Telephone: 860-713-5255

Email: Lynn.Peccerillo-Hills@ct.gov

Contractor:

Name: The Hertz Corporation

Address: 8501 Williams Rd., Estero, FL 33928

Contact: Nadika Perera, Key Account Manager, Government Sales

Telephone: 239-301-7635

Email: Nadika.perera@hertz.com

12. Orders

Any order placed by a Client Agency shall be deemed to be a sale under and governed by the prices and terms of Exhibit 1, Master Agreement and this Participating Addendum.

Client Agencies shall include the references to "Master Agreement No. PO-10700-00043390" and "DAS Contract No. 24PSX0079" in all Purchase Orders.

Participating Addendum

#24PSX0079

The parties are executing this Participating Addendum on the date below their respective signatures.

THE HERTZ CORPORATION

Michael

By: DeRosa

Name: Michael DeRosa

Title: Senior Director of Government Sales

Digitally signed by
Michael DeRosa
Date: 2025.06.17
10:36:29 -04'00'

Date:

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Gene Burk

By: _____

Name: Gene Burk

Title: Director of Procurement Programs & Services

Date:

Digitally signed by Gene
Burk
Date: 2025.06.17
17:32:02 -04'00'

APPROVED AS TO FORM

STATE OF CONNECTICUT

Office of the Attorney General

Jeffrey

BY: Zeman

Name: Jeffrey Zeman

Title: Assistant Attorney General

Date:

Digitally signed by Jeffrey
Zeman
Date: 2025.06.18 10:10:49
-04'00'

Amendment No. 2 to PO-10700-00043390

This is Amendment No. 2 ("Amendment") to Master Agreement PO-10700-000443390, effective January 31, 2025, as amended from time to time, ("Master Agreement") between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services ("DAS SPS"), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and The Hertz Corporation ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

The purpose of this Amendment is:

1. To Modify Exhibit 3.1, Section 1.15, Sub-Section 1.15.2 One Way Rentals
2. To Replace Exhibit 3.1 Rates and Passenger Vehicles
3. To Modify Exhibit 4, 1.18.5

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follow:

- 1.1 Exhibit 3, Section 15, subsection 1.15.2 One Way Rentals of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1.15.2 One Way Rentals: For a one-way vehicle rental Contractor will charge the base rate (daily rate) and allowable charges. For allowed one-way rentals greater than 500 miles, Contractor will charge the base rate and allowable charges plus a \$125 rental drop fee. One-way rentals must be reserved as such in advance of the rental or Authorized User must arrange such one-way rentals with the applicable renting location during the rental period. Some locations prohibit one-way rentals. If a round-trip is changed to a one-way rental during the rental period, the Authorized User is required to confirm with Contractor prior to taking it one way or the one-way terms may not apply. Contractor will not charge any drop fee or mileage charge for allowed one-way rentals of 500 miles or less. Contractor will charge the base rate and allowable charges identified for a vehicle rental in Exhibit 3.1. If a round trip is changed to a one-way rental, after the Authorized User has booked the vehicle, the Authorized User is required to confirm with contractor prior to leaving the Contractors location with the vehicle one way or the one way terms to not apply. Contractor shall not charge any drop fee.

- 1.2 Exhibit 3.1 Rates and Passenger Vehicles of the Master Agreement is replaced with Revised Exhibit 3.1 Rates and Passenger Vehicles, attached hereto, effective as of the Amendment Effective Date.

- 1.3 Exhibit 4, Section 18, subsection 1.18.5 Roadside Assistance of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1.18.5 Roadside Assistance: Located in the Hertz Corporation Worldwide Reservation / Service Center, Basic Emergency Roadside Service (ERS) is included at no additional cost on all The Hertz Corporation 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. This ERS department is staffed 24 hours a day and

7 days a week including holidays.

The Hertz Corporation 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 or problems resulting from an accident/collision may be passed onto the customer and are outlined.

Emergency Premium Roadside Service (comprehensive coverage or PERS) is available at a daily rate. If PERS is purchased, costs up to a maximum of \$500 per rental will be covered by The Hertz Corporation for the following items:

Keys locked in Car Lost Key Service Dead Battery due to weather or lights left on Out of Gas Service| Spare Tire Mounting Service \$1,000 Travel Interruption Cost Reimbursements due to travel delay's resulting from non-drivable accidents only Mechanical Defects Tow Truck Assistance Fee is waived.

1.4 Exhibit 4, Section 2.7, Truck Models of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

2.7 Truck Models

Contractor shall have available for rent under this Master Agreement the following truck classifications or equivalent models approved by the NASPO Contract Administrator.

Box Trucks: Contractor will provide a small and medium truck classification. Those include 12 ft and 16 ft trucks. All trucks come **equipped** ~~equipt.~~ with for following:

- Loading Ramps on all current fleet & ~~Lift~~ Lift Gates on all future orders
- 10k lb. Gross Vehicle Weight Rating
- 400 cubic feet cargo space (12 Foot)
- 800 cubic feet cargo space (16 foot)
- Backup cameras
- Front and rear parking sensors
- Pre-collision emergency-braking tech
- Drop frame
- Passenger side delivery door
- Cab-to-cargo passthrough
- Apple/Android car play
- Ancillaries Available Including: Dollies, Hand Trucks, Tie Down Straps, & Padlocks

Contractor may have available for rent under this Master Agreement the following desirable truck classifications:

Desirable Van Classifications
Standard Cargo Van

1.5 Exhibit 4.2 Rates of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

~~Box~~ <u>Box</u> Truck Size	Daily Rate for rentals from 1-5 days per 24-hour period.	Weekly rate for 7 days (cannot be more than 6 x the daily rate for rentals up to 7 days)	Monthly rate (cannot be more than 24 x the daily Rate)

12 feet	\$ 135.00	\$675.00	\$2,700.00
16 feet	\$141.00	\$705.00	\$2,820.00
Standard Cargo Van	\$102.00	\$561.00	\$2,244.00

2. Contractor shall comply with all federal laws applicable to the Contractor and to the Services to be provided under the Master Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Master Agreement, Contractor has no financial or other interest in the outcome of the project.
3. Except as expressly amended above, all other terms and conditions of the Master Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.
4. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
 - 4.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and
 - 4.2. Contractor is not subject to backup withholding because:
 - 4.2.1. Contractor is exempt from backup withholding,
 - 4.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - 4.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
 - 4.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - 4.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and
 - 4.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor and
 - 4.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or services, or property, whether tangible or intangible, provided by Contractor and
 - 4.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
 - 4.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Signatures:

The Hertz Corporation:Signature: Michael DeRosa Date: 4/2/2025Printed Name, Title: Michael DeRosa, SR. Director Government SalesFederal Tax ID: 13-1938568 Oregon Tax ID: _____**State of Oregon, by and through its Department of Administrative Services, State Procurement Services:**

Signature: _____ Date: _____

Printed Name, Title: Procurement Manager

Approved pursuant to ORS 291.047:

Signature: Karen J. Johnson, Sr. Assistant Attorney General Via email Date: March 27, 2025
GF 0182-24

Matter: _____

REVISED- Exhibit 3.1 Rates and Passenger Vehicle Types (Amendment 2)			
Hertz Corporation			
	Offered Daily Rate for rentals from 1-5 days per 24 hour period.	Offered Weekly rate for 7 days is 5.5 x the daily rate for rentals up to 7 days	Offered Monthly rate is 22 x the daily rate
Sedans			
Economy	\$35.75	\$196.62	\$786.50
Compact	\$35.75	\$196.62	\$786.50
Intermediate	\$37.75	\$207.62	\$830.50
Standard	\$37.75	\$207.62	\$830.50
Full Size	\$40.75	\$224.12	\$896.50
Passenger Vans			
Mini Van	\$71.00	\$390.50	\$1,562.00
12 Passenger Van	\$120.00	\$660.00	\$2,640.00
SUV's			
Mid/Standard SUV	\$67.75	\$372.62	\$1,490.50
Full Size/Premium SUV	\$95.00	\$522.50	\$2,090.00
Pick-Ups			
Small Pick Up Truck	\$70.00	\$385.00	\$1,540.00
Large Pick Up Truck	\$75.00	\$412.50	\$1,650.00
Other			
Premium	\$80.00	\$440.00	\$1,760.00
Jeep/Crossover	\$65.00	\$357.50	\$1,430.00
Convertible	\$80.00	\$258.50	\$1,760.00
Compact Hybrid	\$47.00	\$258.50	\$1,034.00
Intermediate Hybrid	\$47.00	\$258.50	\$1,034.00
Full Size Hybrid	\$50.00	\$275.00	\$1,100.00
15 Passenger Van	\$120.00	\$660.00	\$2,640.00
Electric Vehicles (Compact) E2	\$41.00	\$225.50	\$902.00
Electric Vehicles (compact SUV E1)	\$41.00	\$225.50	\$902.00
Electric Vehicles (Premium E7)	\$65.00	\$357.50	\$1,430.00
Electric Vehicles (SUV L8,E9)	\$72.50	\$398.75	\$1,595.00
Additional Services Offered			
Roadside Assistance covered in rental cost.	Mechanical Breakdowns, service text updates and provider service tracking, concierge taxi service for breakdown or accident		
Toll Pass Devices	Two Options: 1. All inclusive per day; Varies by state 2. Per day usage. Current rate is \$9.95 per day for tolls used + cost of tolls.		
Smoking / cleaning Damages	Actual cost with a maximum of \$400.00		
Contractor pick up or drop off passenger vehicle to Authorized User	If available, to be determined by location and a delivery fee may apply.		
One-Way Vehicle Rental	Check with the Hertz facility prior to renting a one-way rental, not all locations have this as an option. The charges for a one-way vehicle rental is the base rental rate (Daily rate) plus any allowable charges, for a distance greater than 500 miles an additional 125.00 drop fee will be charged.		
* There may be additional charges as listed in the Master Agreement if applicable to the Request for Services.			

REVISED- Exhibit 3.1 Rates and Passenger Vehicle Types (Amendment 2)

Airport Surcharges	
ATLANTA-HARTSFIELD INT'L	\$3.00
DENVER INT'L AP	\$3.00
LOS ANGELES INT'L AP	\$5.00
HOLLYWOOD-BURBANK AP	\$5.00
LONG BEACH AP	\$5.00
JOHN WAYNE AP	\$5.00
ONTARIO INT'L AP	\$5.00
SANTA BARBARA AP	\$5.00
SAN JOSE AIRPORT	\$5.00
SAN FRANCISCO INT'L AP	\$5.00
OAKLAND INT'L AP	\$5.00
SACRAMENTO INTL AP	\$5.00
STATE OF FLORIDA	\$5.00
DETROIT METRO AP	\$8.00
BOSTON LOGAN INT'L AP	\$8.00
MANCHESTER AP	\$8.00
PHILADELPHIA INT'L AP	\$8.00
RONALD REAGAN NATL AP	\$8.00
WASHINGTON-DULLES INT'L	\$8.00
BWI/THURGOOD MARSHALL AP	\$8.00
HARRISBURG INT'L AP	\$8.00
ALLENTOWN PA	\$8.00
NANTUCKET MEMORIAL AIRPORT	\$8.00
O'HARE AP	\$10.00
CHICAGO MIDWAY AP	\$10.00
STATE OF HAWAII	\$10.00
EWR	\$16.00
Manhattan	\$19.25
LGA	\$19.25
JFK	\$19.25

REVISED- Exhibit 3.1 Rates and Passenger Vehicle Types (Amendment 2)

Hertz Licensee Locations Participation List *Rentals in the following locations will be at your Corporate Rates plus the Additional Charge indicated.		
State	City	Corporate Rate Daily Surcharge
Alabama	Huntsville Airport	\$15
	Huntsville South	\$15
	Madison	\$15
Alaska	State of Alaska	\$8
Arkansas	Bentonville	\$15
	Bentonville (HLE)	\$15
	Little Rock	\$12
	Texarkana	\$15
California	San Luis Obispo	\$12
Georgia	Brunswick	\$8
Idaho	Boise	\$15
	Hayden Lake (Aviation)	\$8
	Idaho Falls	\$15
	Lewiston	\$15
	Sun Valley	\$12
Kentucky	Paducah	\$12
Louisiana	Monroe (92540-01)	\$15
Mississippi	Columbus	\$15
Montana	Billings	\$15
	Bozeman	\$12
	Great Falls	\$12
	Helena	\$15
	Kalispell	\$8
New Mexico	Roswell	\$12
New York	Ithaca	\$12
North Dakota	Bismarck	\$15
	Dickinson	\$12
	Fargo	\$15
	Grand Forks	\$12
	Minot	\$12
	Williston	\$12
Ohio	Columbus AP	\$12
	Dayton AP	\$12
	Dayton HLE	\$8
	Vandalia	\$8
Oregon	Medford	\$8
	Redmond	\$8
Pennsylvania	Erie	\$15
	Latrobe	\$8
	State College	\$12
	Williamsport	\$8
Puerto Rico		\$15
South Dakota	Aberdeen	\$12
	Rapid City	\$12
	Sioux Falls	\$15
Washington	Pasco	\$12
	Pullman	\$15
	Spokane	\$12
Wisconsin	Appleton	\$15
	Green Bay	\$15
Wyoming	Casper	\$12
	Cody	\$12
	Gillette	\$12
	Jackson	\$12

Amendment No. 1 to PO-10700-00043390

This is Amendment No. 1 (“Amendment”) to Master Agreement PO-10700-00043390, effective January 31, 2025, as amended from time to time, (“Master Agreement”) between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services (“DAS SPS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and The Hertz Corporation (“Contractor”). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

The purpose of this Amendment is:

1. To Modify Section 3 Term of the Master Agreement.
2. To Modify Section 5 Pricing of the Master Agreement.
3. To Modify Exhibit 3.1, Section 1.15, Sub-Section 1.15.2 One Way Rentals
4. To Replace Exhibit 3.1 Rates and Passenger Vehicles

AMENDMENT

The parties agree:

1. The Master Agreement is amended as follow:

- 1.1. Section 3 of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

3. Term of the Master Agreement

This Master Agreement is effective on the date it has been signed by the parties and has been approved as required by applicable law (“Effective Date”). The initial term of this Master Agreement ends August 1, 2026 (“Initial Term”). This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the total Term of the Master Agreement, including the Initial term and all renewal terms, ~~may not be more than 5 years from the Effective Date,~~ **will not extend beyond July 31, 2030.**

- 1.2 Section 5 of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

5. Pricing

Except as provided in this Section, during the term of the Master Agreement, Contractor shall offer Services to Purchasing Entities at the pricing as set forth in Exhibit 3.1 (for Passenger Vehicles) and Exhibit ~~4.2~~ 4.1 (for Box Trucks).

5.1 Price Adjustments

All prices and rates must be guaranteed for the Initial Term of the Master Agreement. Following the Initial Term, any request for price or rate adjustment must be for an equal guarantee period of time and must be made at least (30) Calendar Days prior to the effective date of the price or rate adjustment. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

1.3 Exhibit 3, Section 15, subsection 1.15.2 One Way Rentals of the Master Agreement is amended to read (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1.15.2 One Way Rentals: Contractor will charge the base rate and allowable charges identified for a vehicle rental **in Exhibit 3.1**, ~~as if a round-trip rental~~. If a round trip is changed to a one-way rental, **after the Authorized User has booked the vehicle**, the Authorized User is required to confirm with contractor prior to **leaving the Contractors location with the vehicle** ~~taking it one way or the one-way terms to not apply~~. Contractor shall not charge any drop fee.

1.4 Exhibit 3.1 Rates and Passenger Vehicles of the Master Agreement is replaced with Revised Exhibit 3.1 Rates and Passenger Vehicles, attached hereto, effective as of the Amendment Effective Date.

2. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or agency of this state.
3. Contractor shall comply with all federal laws applicable to the Contractor and to the Services to be provided under the Master Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Master Agreement, Contractor has no financial or other interest in the outcome of the project.
4. Except as expressly amended above, all other terms and conditions of the Master Agreement, including as previously amended, are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.
5. Certifications: Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:
 - 5.1. The number set forth in the Master Agreement is Contractor correct taxpayer identification number; and
 - 5.2. Contractor is not subject to backup withholding because:
 - 5.2.1. Contractor is exempt from backup withholding,
 - 5.2.2. Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - 5.2.3. the IRS has notified Contractor that Contractor is no longer subject to backup withholding.
 - 5.3. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of:
 - 5.3.1. All tax laws of the State of Oregon, including but not limited to those referenced in ORS 305.380(4), ORS 305.620, and ORS chapters 316, 317, and 318; and
 - 5.3.2. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor and
 - 5.3.3. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or services, or property, whether tangible or intangible, provided by Contractor and
 - 5.3.4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.4. In the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on

this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Signatures:**The Hertz Corporation:**

Signature: Michael DeRosa Date: 2/10/25

Printed Name, Title: Michael DeRosa, Senior Director Government Sales

Federal Tax ID: 13-1938568 Oregon Tax ID: _____

State of Oregon, by and through its Department of Administrative Services, State Procurement Services:

Signature: John Anglemier Date: 02/10/2025

Printed Name, Title: John Anglemier State Procurement Manager

Approved pursuant to ORS 291.047:

Signature: Karen J. Johnson, Sr. Assistant Attorney General Via email Date: February 10, 2025

GF 0182-24

Matter: _____

VALUEPOINT MASTER AGREEMENT



NASPO ValuePoint Master Agreement for Passenger Vehicle Rental and Box Truck Rental

PO-10700-00043390

This NASPO ValuePoint Master Agreement (“Master Agreement”) is between the State of Oregon, acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services (“DAS SPS”), as the Lead State, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and The Hertz Corporation (“Contractor”).

This Master Agreement sets forth the terms and conditions applicable to Purchasing Entity’s rental of **Passenger Vehicle Rental Services and Box Truck Rental** that are subject to this Master Agreement. Purchasing Entities intend to enter into binding and enforceable Contracts with Contractor for the purchase of Services by execution of a Request for Services instrument in accordance with the Terms and Conditions of this Master Agreement and a particular Participating Entity’s Participating Addendum. Each such Request for Services instrument creates a separate Contract between the parties (consisting of the Request for Services instrument together with the terms and conditions of the applicable Participating Addendum and this Master Agreement, as incorporated into the Request for Services) enforceable in accordance with the terms thereof and independent of all other such contracts.

1. Master Agreement; Order of Precedence

1.1. This Master Agreement consists of the following:

- 1.1.1. This Master Agreement, less its exhibits;
- 1.1.2. Exhibit 5 – Provisions Required by Federal Law
- 1.1.3. Exhibit 1 – NASPO ValuePoint Master Agreement Terms and Conditions;
- 1.1.4. Descriptions of Services and Rates. including:
 - Exhibit 3 –Description of Passenger Vehicle Rental Services and Exhibit 3.1- Rates and Passenger Vehicle Types;
 - Exhibit 4 - Description of Box Truck Rental Services and Prices and Exhibit 4.1Box Truck Locations
- 1.1.5. Exhibit 2 – Sample Participating Addendum;
- 1.1.6. Exhibit 6 – NASPO ValuePoint Detailed Sales Report Form, and
- 1.1.7. Exhibit 7 - Rental Packet, (including Rental Jacket Terms and Conditions, Sample Receipt, and Digital Rental Agreement)

- 1.2. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents as set forth in Section 1.1 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

Terms for the Master Agreement are defined in Exhibit 1, and terms for specific PAs are in the applicable PA.

3. Term of the Master Agreement

This Master Agreement is effective on the date it has been signed by the parties and has been approved as required by applicable law ("Effective Date"). The initial term of this Master Agreement ends August 1, 2026 ("Initial Term"). This Master Agreement may be extended beyond the Initial Term for additional terms, at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance, provided however the total Term of the Master Agreement, including the Initial term and all renewal terms, may not be more than 5 years from the Effective Date.

4. Services

Contractor may provide and Purchasing Entity may acquire the Services as described in Exhibit 3 and Exhibit 4.

5. Pricing

Except as provided in this Section, during the term of the Master Agreement, Contractor shall offer Services to Purchasing Entities at the pricing as set forth in Exhibit 3.1 (for Passenger Vehicles) and Exhibit 4.1 (for Box Trucks).

6. Counterparts

This Master Agreement may be executed in several counterparts, electronically or otherwise, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Master Agreement so executed shall constitute an original.

7. Representations and Warranties

Contractor certifies that the representations, warranties, and certifications contained in the Master Agreement are true and correct as of the Effective Date and will remain true and correct throughout the entire Term.

8. Governing Law; Jurisdiction and Venue

This Master Agreement is governed by and construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or Request for Services against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

Venue for any claim, dispute or action concerning the terms of the Master Agreement is in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Participating Addendum or Request for Services placed against the Master Agreement or and Participating Addendum is 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 Request for Services of priority):

- the Lead State for claims relating to the Master Agreement or administration, if the Lead State is a party; a Participating State if a Participating State is a named party;
- the state where the Participating Entity or Purchasing Entity is located if either is a named party.

CONTRACTOR BY EXECUTION OF THIS MASTER AGREEMENT HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF THE APPLICABLE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS.

9. Certifications

By signature on this Master Agreement, the undersigned, on behalf of Contractor, hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and, to the best of the undersigned's knowledge,

- Contractor is not subject to backup withholding because: (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;
- The individual signing on behalf of Contractor is authorized to act on Contractor's behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory's knowledge, Contractor is not in violation of any Oregon tax laws, as may be applicable to Contractor including, without limitation: i) Those tax laws referenced in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Contractor, or to Products, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- Contractor is an independent contractor.
- The supplied Contractor tax identification number below is true and accurate.

Authorized Signatures:

Hertz Corporation:

Signature and Date: Michael DeRosa 1/30/25

Printed Name and Title: Michael DeRosa, Senior Director Government Sales

Tax ID: 13-1938568

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

Signature and Date:  01/31/2025

Printed Name and Title: John Anglemier State Procurement Manager

Approved Pursuant to ORS 291.047

Printed Name and Title and Date Approved: January 29, 2025, Karen Johnson, SR Assistant Attorney General, via email

Matter: 107090, GF 0182-24

Exhibit 1

NASPO ValuePoint Master Agreement Terms and Conditions

1. Definitions

Acceptance means acceptance of Services as set forth in Section 9 of this Master Agreement.

Authorized User includes NASPO Valuepoint employees, Participating Entities, Purchasing Entities and their officers, directors and employees, and other persons authorized to acquire Services under this Master Agreement.

Authorized User Data means all data User Information and other 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

Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW) is insurance coverage whereby Contractor waives the right to make the Authorized User or Participating Entity pay for damages to a rental Passenger Vehicle or Box Truck.

Confidential Information means any and all information in any form that is marked as confidential or otherwise identified as confidential and is obtained by Proposer in connection with this Master Agreement, including the data or records of the Lead State, the Multistate Sourcing Team, NASPO, or NASPO ValuePoint

Contract means any Request for Services or Purchase Request for Services, or other agreed-upon ordering instrument issued by an Authorized User under this Master Agreement, together with the terms and conditions of this Master Agreement and a Participating Addendum.

Contractor means a party to this Master Agreement, whether a person or entity, that delivers the Services under the terms set forth in this Master Agreement.

Services means Passenger Vehicle or Box Truck rental provided pursuant to this Master Agreement as described in Exhibit 3 and Exhibit 4.

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 centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

Master Agreement (MA) means the underlying agreement executed by and between the Lead State, acting on behalf of the members of the NASPO ValuePoint Cooperative Contracting Group, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. 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.

Participating Addendum or “PA” means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., Request for Services procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

Participating Entity means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

Participating State means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

Personal Accident Insurance (PAI) covers medical, ambulance, and death benefits to the driver and passengers in the Passenger Vehicle or Box Truck.

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

Request for Services means any Authorized User initiated transaction(s), whether in person, in writing, by phone or other electronic means used by a Purchasing Entity order the Services under this Master Agreement.

Services means all effort to be expended by Contractor under this Master Agreement, including the Passenger Vehicle or Box Truck Services described in Exhibit 3 and Exhibit 4.

Supplemental Liability Insurance (SLI) or Liability Protection (LP) is insurance coverage that provides the Authorized User and authorized drivers with insurance for third-party liability claims (bodily injuries and property).

Third Party means any unaffiliated person, company, or entity that performs services or on behalf of the Contractor.

User Information means all information directly or indirectly obtained from Authorized User accessing the Services where such information is obtained by Contractor or by any of its employees, representatives, agents, or any Third Parties having contractual privity with Contractor or who are under Contractor’s supervision or control.

2. **Request for Services of Precedence for Request for Services Issued Under this Master Agreement**

2.1 Request for Services. Any Request for Services placed under this Master Agreement will consist of the following documents:

- 1) A Participating Entity’s Participating Addendum;
- 2) NASPO ValuePoint Master Agreement, including all attachments thereto;

- 3) A Request for Services or Scope of Work/Specifications issued against the Master Agreement;
- 2.2 Conflict.** These documents forming the Request for Services as listed in Section 3.1 above will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the Request for Services 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.
- 2.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

3. Participants and Scope

- 3.1 Requirement for a Participating Addendum.** Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 3.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Request for Services by a Participating Entity (and other Purchasing Entities covered by its Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum, subject to Section 2.
- 3.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and 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.
- 3.4 Scope of Work Updates.** At the discretion of the Lead State, and subject to agreement by the parties, the scope of this Master Agreement may be amended to include or accommodate new or updated models, versions, or technologies related to the objectives and deliverables set forth in this Master Agreement.
- 3.5 Obligated Entities.** 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. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 3.6 Notice of Participating Addendum.** 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 databases.
- 3.7 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Entities requesting the right to enter into a Participating Addendum may 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; the entity must ensure that has the requisite approvals and procurement authority to execute a Participating Addendum.

- 3.8 Individual Customers.** Except as may otherwise be agreed to, each Purchasing Entity is an individual customer and 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 and as the Participating Entity has in the Participating Addendum, including 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. Contractor will apply the charges and invoice each Purchasing Entity individually.
- 3.9 Release of Information.** Throughout the Term of this Master Agreement, except as otherwise required by law. 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.
- 3.10 No Representations.** Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity'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.

4. NASPO ValuePoint Provisions

- 4.1 Applicability and Delegated Authority.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 4 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement. 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 set forth in this Section 4 or as otherwise assigned by the Lead State.
- 4.2 Administrative Fees**
- 4.2.1 NASPO ValuePoint Fee.** 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 must be submitted quarterly and is based on all sales of products and 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 a vendor's response to the Lead State's solicitation.
- 4.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage, or

the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

4.3 NASPO ValuePoint Summary and Detailed Usage Reports

4.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Request for Services under this Master Agreement for which Contractor has invoiced the Request for Services entity or individual, including Request for Services invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). By placing an Order under this Master Agreement, a Purchasing Entity agrees to have its data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in writing by the Purchasing Entity and agreed to in writing by NASPO. Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

4.3.2 Summary Sales Data. “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

4.3.3 Detailed Sales Data. “Detailed Sales Data” is Sales Data that includes for each Request for Services all information required under this Master Agreement or by NASPO ValuePoint, including customer information, Request for Services information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) calendar days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in this Master Agreement or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

4.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star

rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

4.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

4.3.6 Obligation to Act in Good Faith. The parties acknowledge that the terms and pricing of this Master Agreement have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. The parties shall not engage in conduct that undermines the purpose of this Master Agreement and shall act honestly, fairly, in cooperation, and in good faith to achieve the objectives of this Master Agreement.

4.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

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

4.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

4.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

4.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

4.5 NASPO ValuePoint eMarketPlace

4.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the Products, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service or solution by that entity through a NASPO ValuePoint Master Agreement.

- 4.5.2** Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.
- 4.5.3** Regardless of how Contractor's presence is reflected in the eMarketPlace (i.e., hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.
- 4.5.4** Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offering from the eMarketPlace.
- 4.5.5** Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement. Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.
- 4.5.6** Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.
- 4.5.7** Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.
- 4.5.8** NASPO Participating Entities may have its own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.
- 4.5.9** In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (e.g., entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.
- 4.5.10 Implementation Timeline:**
- 4.5.10.1** Following the executive of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for

onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

4.5.10.2 Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) calendar days following the written request.

4.5.10.3 Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

4.5.10.4 NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

4.5.11 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

4.5.12 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up to date. The site must also return detailed UNSPSC codes for each line item.

4.6 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

5. Pricing, Payment & Leasing

5.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

5.2 Payment. Unless otherwise agreed in a Participating Addendum or Request for Services, Payment after Acceptance will be made within thirty (30) calendar days following the date the entire Request for Services is delivered or the date a correct invoice is received, whichever is later. Forty-Five (45) calendar days after the date of the invoice, the Contractor may assess overdue account charges up to a maximum rate of 2/3 of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Request for Services, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Request for Services. Payments may be made via a purchasing card with no additional charge.

5.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

6. Request for Services. From time to time, Purchasing Entities may issue one of more Request(s) for Services, as follows:

- 6.1 Request for Services Numbers.** Master Agreement number or Participating Entity Participating Addendum number and confirmation number Request for Services must be clearly shown on all acknowledgments, invoices, and on all correspondence.
- 6.2 Quotes.** Purchasing Entities may define entity-specific or project-specific 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.
- 6.3 Applicable Rules.** 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 Request for Services of Services contemplated by this Master Agreement.
- 6.4 Required Documentation.** Contractor shall not begin work without a valid Request for Services or other appropriate commitment document under the law of the Purchasing Entity.
- 6.5 Term of Purchase.** Request for Services may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 6.5.1** Request for Services 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.
- 6.5.2** Notwithstanding the previous provisions, Request for Services must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Request for Services.
- 6.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 6.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Request for Services then outstanding at the time of such expiration or termination. Contractor shall not honor any Request for Services placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement’s terms.
- 6.5.5** If a Passenger Vehicle or Box Truck as requested in the Request for Services is not available, Contractor must offer a vehicle or truck upgrade at no increase in cost to the Authorized User when a reserved vehicle or truck is unavailable.
- 6.6 Request for Services Requirements.** All Request for Services pursuant to this Master Agreement must include:
- 1) The services delivered;

- 2) A confirmation number;
 - 3) A billing address;
 - 4) Purchasing Entity contact information and Authorized User Information;
 - 5) Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 6) A not-to-exceed total for the Services being Request for Serviced; and
 - 7) The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 6.7 Communication.** All communications concerning administration of Request for Services placed must 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 Services.
- 6.8 Contract Provisions for Request for Services 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, Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery such the provisions set forth in Exhibit 5. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Request for Services placed under this Master Agreement.
- 7. Inspection and Acceptance**
- 7.1 Laws and Regulations.** Any and all Passenger Vehicles or Box truck offered and furnished as part of the Services under this Master Agreement must comply fully with all applicable Federal, State, and local laws and regulations.
- 7.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or Request for Services document, the terms of this Section 8 will apply.
- 7.3 Inspection of Passenger Vehicle or Box Truck.** All Passenger Vehicle or Box Truck rental and Services are subject to inspection at reasonable times and places before use. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 7.3.1** Passenger Vehicle or Box Truck Services that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when Services are put to use.
- 7.4 Failure to Conform.** If any Services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Request for Services amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract

requirements and reduce the contract price to reflect the reduced value of services performed.

8. Indemnification

8.1 General Indemnification. Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities and Authorized Users, 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 any act, error, or omission of Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

8.2 Intellectual Property Indemnification. Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, Authorized Users, 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 Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

8.2.1 Contractor's obligations under this section will not extend to any combination of the Services with any other product, system, or method, unless the Services, system or method is:

8.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

8.2.1.2 specified by the Contractor to work with the Services;

8.2.1.3 reasonably required to use the Services in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or

8.2.1.4 reasonably expected to be used in combination with the Services.

8.2.2 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, Contractor shall not be relieved from its obligations unless Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

8.2.3 The Indemnified Party shall furnish, at Contractor's reasonable request and expense, information, and assistance necessary for such defense. If Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, Indemnified Party may assume the defense or settlement of the Intellectual Property Claim 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.

8.2.4 Unless otherwise set forth herein, Section 8.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

9. Insurance

- 9.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in its Participating Addendum.
- 9.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 9.3 Coverage.** Coverage must be written on an occurrence basis one for each awarded category. The minimum acceptable limits will be as indicated below:
- 9.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 9.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 9.4 Notice of Cancellation.** 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.
- 9.5 Notice of Endorsement.** 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) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 9.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section 10, except when the endorsement is provided to the applicable Participating State or Participating Entity.
- 9.7 Furnishing of Certificates.** 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 will be furnished within thirty (30) calendar 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.

- 9.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Request for Services.

10. General Provisions

10.1 Records Administration and Audit

- 10.1.1** Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Request for Services placed by Purchasing Entities under it to the extent and in such detail as will 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 Request for Services placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any Request for Services placed by a Purchasing Entity against this Master 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.
- 10.1.2** Without limiting any other remedy available to any governmental entity, Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Request for Services or underpayment of fees found as a result of the examination of the Contractor's records.
- 10.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

10.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 10.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Service under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 10.2.1.1** 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").
- 10.2.1.2** 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.

- 10.2.1.3** 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.
- 10.2.2 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 Request for Services placed under this Master Agreement.
- 10.2.2.1** 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.
- 10.2.2.2** 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.
- 10.2.2.3** 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.
- 10.2.2.4** 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.
- 10.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 10.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary 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.

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

10.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Request for Services or transaction data relating to Request for Services under this Master Agreement that identify the entity/customer, Request for Services 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 this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

10.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

10.3 Assignment/Subcontracts

10.3.1 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.

10.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

10.4 Changes in Contractor Representation. Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person identified in this Master Agreement.

10.5 Independent Contractor. Contractor is an independent contractor. Contractor has 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 shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Request for Services.

10.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) calendar days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) calendar 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 will not affect the rights and obligations attending Request for Services outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Request for Services, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

- 10.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused an event which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10.8 Defaults and Remedies

- 10.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:

- 10.8.1.1** Nonperformance of contractual requirements;
- 10.8.1.2** A material breach of any term or condition of this Master Agreement;
- 10.8.1.3** 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;
- 10.8.1.4** 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
- 10.8.1.5** Any default specified in another section of this Master Agreement.

- 10.8.2** Upon the occurrence of an event of default by Contractor, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, to the extent provided for under this Master Agreement.

- 10.8.3** 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:

- 10.8.3.1** Any remedy provided by law;
- 10.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 10.8.3.3** Suspension of Contractor's performance; and

10.8.3.4 Withholding of payment until the default is remedied.

10.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default by Contractor 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 a Request for Services placed by the Purchasing Entity. Except as otherwise expressly provided herein nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

10.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Request for Services. 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 Purchase Request for Services, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Request for Services will 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, any Participating Addendum, or any Purchase Request for Services.

10.10 Debarment. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Request for Services is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

10.11 No Waiver of Sovereign Immunity

10.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase 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.

10.11.2 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.

10.12 Governing Law and Venue

- 10.12.1** The construction and effect of the Master Agreement will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Request for Services against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 10.12.2** The venue for any protest, claim, dispute, or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any a Participating Addendum or a Request for Services placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 10.12.3** 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 Request for Services 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 Participating State is a named party;
 - the state where the Participating Entity or Purchasing Entity is located if either is a named party.
- 10.13 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 Products 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.
- 10.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Request for Services, the terms of this Master Agreement as they apply to Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Request for Services until the expiration thereof.
- 10.15 Amendment.** The terms and provisions of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 10.16 Notice.** Except as otherwise expressly provided in this Master Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing to Contractor, DAS SPS or NASPO at the address or number set forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section.

- 10.16.1** Any communication or notice delivered by United States Postal Service, first class mail postage prepaid, will be deemed given five (5) calendar Days after mailing.
- 10.16.2** Any communication or notice delivered by email will be deemed given when the recipient responds with a receipt, which may be auto-generated. To be effective against Agency, such email transmission must be confirmed by telephone notice to the Agency Authorized Representative.
- 10.16.3** Any communication or notice by personal delivery will be deemed given when actually received by the appropriate Authorized Representative.
- 10.16.4** Contact Information:

Contractor:

Name: Nadika Perera
Title: Key Account Manager, Government Sales
Address: 8501 Williams Rd. Estero, FL 33928
Phone: 239-301-7635
Email: Nadika.perera@hertz.com

Lead State:

Name: Kaliska King
Title: Procurement Analyst
Address: 1225 Ferry St SE
Salem, Oregon 97301

Phone: 503-798-1907
Email: Kaliska.King@das.oregon.gov

NASPO:

Name: Joel Atkinson
Title: Cooperative Portfolio Manager
Address: 110 W. Vine St, Suite 600
Lexington, KY 40507

Phone: 850-848-1250
Email: jatkinson@naspo.org

Exhibit 2
Sample Participating Addendum

Participating Addendum Number [#####]
for
Passenger Vehicle Rental and Box Truck Rental
between
[Participating Entity]
and
The Hertz Corporation

*[Note (delete before execution): Participating Entities that are not states **must** have the prior consent of the Chief Procurement Official of the state in which the Participating Entity is located in Request for Services to execute their own Participating Addendum. Any questions about Participating Addenda or this template may be sent to NASPO ValuePoint at info@naspovaluepoint.org.]*

This Participating Addendum is entered into by [Participating Entity] (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number **PO-10700-00043390**, executed by Contractor and the State of **Oregon** (“Lead State”) for Passenger **Vehicle and Box Truck Rental** (“Master Agreement”):

The Hertz Corporation (“Contractor”)
8501 Williams Rd
Estero, FL 33928

I. Participating State shall participate in:

- a. **Passenger Vehicle Rental** ☐
- b. **Box Truck Rental Only** ☐
- c. **Both Vehicle and Box Trucks** ☐

II. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

Participating Entity’s contact for this Participating Addendum is:

[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

- III. TERM.** This Participating Addendum is effective as of the date of the last signature below or [effective date], whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

- IV. PARTICIPATION AND USAGE.** *[Instruction (delete before execution): Participating Entities should ensure that this section properly identifies the entities eligible to use this Participating Addendum as Purchasing Entities. If the Participating Entity is not a state, the following highlighted section should be replaced with “This Participating Addendum may be used only by the Participating Entity.”]* This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole

authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

V. GOVERNING LAW. The construction and effect of this Participating Addendum and any Request for Services placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

VI. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities. *[Instruction (delete before execution): If the scope of services available through this Participating Addendum is being limited, Participating Entity may add "with the exclusion of those identified in [Attachment B]:" to this section.]*

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. *[Instruction (delete before execution): The highlighted language may be deleted or modified at the Participating Entity's option.]*

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VII. REQUEST FOR SERVICES. Purchasing Entities may place under this Participating Addendum by referencing the Participating Addendum Number on a Request for Services. *[Instruction (delete before execution): The highlighted language may be modified to accurately describe the Request for Services process for Request for Services placed under the Participating Addendum.]* Each Request for Services placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VIII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. *[Instruction (delete before execution): Insert text here to describe any alternative or additional reporting requirements and any state administrative fee. If not applicable, or if addressed elsewhere in the Participating Addendum, this subsection may be deleted.]*

IX. FEDERAL FUNDING REQUIREMENTS. Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Request for Services any alternative or additional requirements related to the use of federal funds. By accepting the Request for Services, Contractor agrees to comply with the requirements set forth therein.

X. INFORMATION TECHNOLOGY STANDARDS. *[Instruction (delete before execution): Insert text here to describe any Participating Entity-specific information technology standards and*

requirements with which Contractor and Contractor's products and services must comply. If not applicable, or if addressed elsewhere in the Participating Addendum, this section may be deleted.]

XI. ATTACHMENTS. This Participating Addendum includes the following attachments:

- a. [Example Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions]
- b. [Example Attachment B: Participating Entity Product and Service Exclusions]
- c. [Example Attachment C: Participating Entity-specific Pricing]

XII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

For Participating Entity:

[Contact name]
[Contact title]
[Contact email address]
[Contact phone number]

XIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

PARTICIPATING ENTITY:

Signature

Printed Name

Title

Date

THE HERTZ CORPORATION:

Signature

Printed Name

Title

Date

Exhibit 3

Description of Passenger Vehicle Rental Services and Prices

SECTION 1: SERVICE AVAILABLE UNDER THIS MASTER AGREEMENT

1.1 SERVICES ARE AVAILABLE TO PURCHASING ENTITIES IN ALL 50 STATES.

1.2 GENERAL SERVICES AND REQUIREMENTS

1.2.1 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).

1.2.2 Provide the Participating Entity and Purchasing Entities passenger vehicle rental Services from nationwide locations on the terms and conditions if awarded a MA. A Participating Entity or Purchasing Entity may purchase any quantity of Services listed in the MA at the prices listed in the awarded MA.

1.2.3 Rent to any Authorized User who possesses a valid driver's license, is at least 18 years of age or older and has a form of payment allowed if awarded 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 if awarded of the MA more than one Authorized User to drive a rental vehicle including another Participating Entity employee traveling with the Authorized User. If the Authorized User is renting a 15-passenger van, they must be at least 25 years of age and have a commercial driver's license.

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

1.4 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 Maintenance and Operating Expenses: Authorized User 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

1.6 Vehicle Downtime: If a vehicle becomes substantially impaired or unsafe to operate, in Authorized Users judgment, while in possession of Authorized User, Contractor shall replace the vehicle upon notification by Authorized User as soon as possible, but in no event longer than 2

hours from Authorized User's notification to Contractor, at no extra charge. Contractor shall deliver the replacement vehicle to a location determined by Authorized User. Contractor shall be responsible for all repairs and towing of vehicle.

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

1.8 Accidents: Purchasing Entity shall require the Authorized User to promptly notify the Contractor of all accidents involving any rental vehicle Authorized User 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 Authorized User, and promptly advise Contractor of all correspondence, papers, notices and documents delivered to Authorized User in connection with any claim or demand involving or relating to any vehicle or its operation. Purchasing Entity and Authorized User shall cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

1.9 Liability for Rental Vehicle: Contractor shall hold State, Purchasing Entity and Authorized User 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 Authorized User in any manner listed in Section 3.1. Contractor shall not charge the State, Purchasing Entity or Authorized User any collision/loss damage waiver fee for a vehicle operated in compliance with the terms of the Contract. The loss of use fee is based on the number of days from the date the vehicle was damaged until the completion of the repairs (industry standard equates 4 hours of repair time to one (1) loss of day use), multiplied by the daily rental rate in the pricing section of this Master Agreement. Contractor specifically waives any right to submit any claim against the State, Purchasing Entity or Authorized User 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 Authorized User in any manner listed in Section 3.1. Notwithstanding above, Authorized Users shall not smoke in Contractor's vehicles, and Contractor may charge Purchasing Entity for any smoking damages caused by Authorized User or Authorized User's passengers in the vehicle while in Authorized User's possession.

1.9.1 Liability Protection for Rental Vehicle: Contractor shall provide liability protection with each vehicle rental transaction at no additional cost to Purchasing Entity for a vehicle operated in compliance with the terms of the Contract. This liability protection shall extend third party liability protection to Purchasing Entity and Authorized User in a combined single limit amount per occurrence of not less than \$1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental vehicle.

1.9.2 Property in the vehicle: Contractor is not responsible for loss of or damage to any Participating Entity or Authorized User's personal property in or on the vehicle, in any service vehicle, on Contractors premises, or received or handled by Contractor.

1.10 Reservations: Contractor shall accept reservations made at least 24 hours in advance on local rentals and 7 calendar days in advance on one-way rentals, mini-vans, large SUV's and 12 passenger vans. Reservations may be made by Participating Entity or Authorized User, contracted travel agencies or common carriers. Reservations shall guarantee vehicle availability including automatic, no-added -cost substitution. Reserved vehicle will be held for 3 hours after the Authorized User's estimated time of arrival prior to release. Whenever possible, the Participating Entity or Authorized User 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 Authorized User be liable for payment of "no shows". Authorized Users and Purchasing Entity's will cancel reservations in the same manner they were made when possible. Rates and discounts set forth in this Master Agreement will only apply to rentals made by Authorized Users that use the applicable Participating Entity CDP ID. Liability protection, damage waivers or other benefits set forth in this Master Agreement will only apply to rentals made by Authorized Users and which are properly classified as "business" rentals. This could be modified in a State Participating Addendum.

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

1.10.2 Short Notice Reservations: Contractor shall not charge additional fees for short reservations.

1.10.3 Reservations Not Booked Correctly: If the Authorized User has not booked the Vehicle in accordance with MA Section 1.10 and is in an accident, the Participating Entity or Authorized User will be liable for insurance and any fees, charges, or other accident-related charges. Contractor cannot add the vehicle rental to the MA after an accident has occurred.

1.11 Vehicle Demand: Contractor shall attempt to meet 100% percent of Purchasing Entity or Authorized Users requests and shall meet 100% of confirmed reservations when 72 hours' notice is given. However, at times, market conditions may exist where rental volume for vehicles exceeds the supply at a given location due to conditions beyond the control of the Contractor. In this case, the Contractor will make commercially reasonable efforts to locate additional fleet inventory to support the needs of the Purchasing Entity or Authorized User. If a reserved vehicle is not available at the time of pickup by the Authorized User, 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 if awarded an MA.

1.12 Vehicle Pick Up/ Return: Contractor must ensure this process is expedited and easy for the Authorized User. 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 Contractor's shuttle is required. Shuttle service pickup must be available within 15 minutes of Authorized User's notification to Contractor. Vehicle pickup should routinely be within a total of 30 minutes from initial contact with the Contractor. Contractor may request Authorized User to sign Contractor's Rental Jacket as described in Exhibit 7 and substantially in the form attached hereto as Exhibit 7. Area maps will be provided free of charge upon request. Vehicle will be furnished with an initial full tank of gas. Contractor will also provide the Authorized User with accident, repair, and vehicle return instructions and, upon return of the rental vehicle to off airport locations, transport Authorized User to the airport terminal within 30 minutes of turn in. Contractor shall provide to Authorized User a completed copy of the Standard Rental Form showing total charges to be billed for the rental.

1.12.1 Preferred Customer Lane: Contractor shall provide features specifically designed to expedite the rental car process for the Authorized User.

1.13 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 an MA at all Contractor locations.

1.14 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.htm

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

1.15 Rate Structure

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

Rates are base rates; they are exclusive of fuel for re-fueling, optional Services or features purchased by Authorized User, 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. An hourly overtime charge at one third of daily rental rate up to a maximum of the daily rental rate.

1.15.2 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. If a round trip is changed to a one-way rental, the Authorized User is required to confirm with contractor prior to taking it one way or the one-way terms to not apply. Contractor shall not charge any drop fee.

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

1.16 Fact-Finding Assistance: Contractor shall assist any investigative unit of the Participating Entity or Authorized User concerning alleged wrongdoing or suspected fraud or abuse by any Authorized Users or those entities doing business with Contractor. Reciprocal assistance from the Purchasing Entity with regard to investigations shall be provided to Contractor.

1.17 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 Authorized User with problems including but not limited to accidents, lost keys, flat tires, or a vehicle breakdown. Contractor's Roadside Assistance Department shall work with Authorized Users 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 Authorized User at the counter.

If experiencing any operating problems, the Authorized User 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.

1.18 Environmental Awareness:

1.21.1 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.

1.21.2 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.

SECTION 2 VEHICLE REQUIREMENTS:

2.1 Non- Smoking Vehicles: Contractor shall make every attempt to provide under this MA, non-smoking vehicles.

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

2.3 Required Vehicles and Equipment: Contractor shall deliver to the Purchasing Entity and Authorized Users Renter a vehicle that is in Excellent or Very Good condition, as defined in Kelley Blue Book. Contractor certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags and all-season radial tires. Contractor shall equip and maintain all rental vehicles to meet all federal, state and local vehicle safety standards, codes, and ordinances.

2.4 Vehicle Pick Up: At time of vehicle pickup, Contractor shall ensure the rental vehicle has a full tank of gas at airport locations; 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.

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

SECTION 3 AUTHORIZED USER RESPONSIBILITIES**3.1 IMPROPER USE OF VEHICLE:**

Purchasing Entity and Authorized User 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 User 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 under 18 years of age.
- l. By a driver or occupant who is smoking.
- m. By a driver who obtained the vehicle through fraud or misrepresentation.
- n. By a driver who intentionally caused the damage to or loss of the vehicle.
- o. In 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.
- s. By a driver or occupant who fills the tank with incorrect fuel.

3.2 Full Fuel Tanks: Authorized User shall return a vehicle to the Contractor with a full tank of fuel, 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 than a full tank of fuel, Contractor may invoice Participant for the missing fuel at the average retail cost of fuel for the market at the return location.

3.4 Return of the Vehicle: Authorized User shall return the vehicle to the agreed return location as specified on the Standard Rental document. An hourly over time charge half the of daily rental rate up to a maximum of the daily rental rate will be charged.

3.5 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.

3.6 Authorized User Reservation: At the time of reservation, Purchasing Entity or Authorized User will provide the Participant account number. At the time of rental, the Authorized User will present a method of payment acceptable to Contractor and a valid driver's license.

3.7 Master Agreement Contractor Choice: Purchasing Entity or Authorized User 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 Authorized Users are encouraged to use the Contractor offering the lowest price vehicle rental choice under the Master Agreement.

RATES and PASSENGER VEHICLE TYPES – See Attached Exhibit 3.1

Exhibit 3.1
Rates and Passenger Vehicle Types

(see attached spreadsheet)

PO-10700-00043390

Exhibit 3.1 Rates and Passenger Vehicle Types			
Hertz Corporation			
	Offered Daily Rate for rentals from 1-5 days per 24 hour period.	Offered Weekly rate for 7 days (cannot be more than 6 x the daily rate for rentals up to 7 days)	Offered Monthly rate (cannot be more than 24 x the daily Rate)
Sedans			
Economy	\$35.75	\$196.62	
Compact	\$35.75	\$196.62	
Intermediate	\$37.75	\$207.62	
Standard	\$37.75	\$207.62	
Full Size	\$40.75	\$224.12	
One Way Rental	\$70.00	Not applicable	Not applicable
Passenger Vans			
Mini Van	\$71.00	\$390.50	\$1,562.00
12 Passenger Van	\$120.00	\$660.00	\$2,640.00
SUV's			
Mid/Standard SUV	\$67.75	\$372.62	\$1,490.48
Full Size/Premium SUV	\$95.00	\$522.50	\$2,090.00
Pick-Ups			
Small Pick Up Truck	\$70.00	\$385.00	\$1,540.00
Large Pick Up Truck	\$75.00	\$412.50	\$1,650.00
Other			
Premium	\$80.00	\$440.00	\$1,760.00
Jeep/Crossover	\$65.00	\$357.50	\$1,430.00
Convertible	\$80.00	\$258.50	\$1,760.00
Compact Hybrid	\$47.00	\$258.50	\$1,034.00
Intermediate Hybrid	\$47.00	\$258.50	\$1,034.00
Full Size Hybrid	\$50.00	\$275.00	\$1,100.00
15 Passenger Van	\$120.00	\$660.00	\$2,640.00
Electric Vehicles (Compact) E2	\$41.00	\$225.50	\$902.00
Electric Vehicles (compact SUV E1)	\$41.00	\$225.50	\$902.00
Electric Vehicles (Premium E7)	\$65.00	\$357.50	\$1,430.00
Electric Vehicles (SUV L8,E9)	\$72.50	\$398.75	\$1,595.00
Additional Services Offered			
Roadside Assistance covered in rental cost.	Mechanical Breakdowns, service text updates and provider service tracking, concierge taxi service for breakdown or accident		
Toll Pass Devices	Two Options: 1. All inclusive per day; Varies by state 2. Per day usage. Current rate is \$9.95 per day for tolls used + cost of tolls.		
Smoking / cleaning Damages	Actual cost with a maximum of \$400.00		
Contractor pick up or drop off passenger vehicle to Authorized User	If available, to be determined by location and a delivery fee may apply.		

Airport Surcharges	
ATLANTA-HARTSFIELD INT'L	\$3.00
DENVER INT'L AP	\$3.00
LOS ANGELES INT'L AP	\$5.00
HOLLYWOOD-BURBANK AP	\$5.00
LONG BEACH AP	\$5.00
JOHN WAYNE AP	\$5.00
ONTARIO INT'L AP	\$5.00
SANTA BARBARA AP	\$5.00
SAN JOSE AIRPORT	\$5.00
SAN FRANCISCO INT'L AP	\$5.00
OAKLAND INT'L AP	\$5.00
SACRAMENTO INT'L AP	\$5.00
STATE OF FLORIDA	\$5.00
DETROIT METRO AP	\$8.00
BOSTON LOGAN INT'L AP	\$8.00
MANCHESTER AP	\$8.00
PHILADELPHIA INT'L AP	\$8.00
RONALD REAGAN NATL AP	\$8.00
WASHINGTON-DULLES INTL	\$8.00
BWI/THURGOOD MARSHALL AP	\$8.00
HARRISBURG INT'L AP	\$8.00
ALLENTOWN PA	\$8.00
NANTUCKET MEMORIAL AIRPORT	\$8.00
O'HARE AP	\$10.00
CHICAGO MIDWAY AP	\$10.00
STATE OF HAWAII	\$10.00
EWR	\$16.00
Manhattan	\$19.25
LGA	\$19.25
JFK	\$19.25

Hertz Licensee Locations Participation List *Rentals in the following locations will be at your Corporate Rates plus the Additional Charge indicated.		
State	City	Corporate Rate Daily Surcharge
Alabama	Huntsville Airport	\$15
	Huntsville South	\$15
	Madison	\$15
Alaska	State of Alaska	\$8
Arkansas	Bentonville	\$15
	Bentonville (HLE)	\$15
	Little Rock	\$12
	Texarkana	\$15
California	San Luis Obispo	\$12
Georgia	Brunswick	\$8
Idaho	Boise	\$15
	Hayden Lake (Aviation)	\$8
	Idaho Falls	\$15
	Lewiston	\$15
	Sun Valley	\$12
Kentucky	Paducah	\$12
Louisiana	Monroe (92540-01)	\$15
Mississippi	Columbus	\$15
Montana	Billings	\$15
	Bozeman	\$12
	Great Falls	\$12
	Helena	\$15
	Kalispell	\$8
New Mexico	Roswell	\$12
New York	Ithaca	\$12
North Dakota	Bismarck	\$15
	Dickinson	\$12
	Fargo	\$15
	Grand Forks	\$12
	Minot	\$12
	Williston	\$12
Ohio	Columbus AP	\$12
	Dayton AP	\$12
	Dayton HLE	\$8
	Vandalia	\$8
Oregon	Medford	\$8
	Redmond	\$8
Pennsylvannia	Erie	\$15
	Latrobe	\$8
	State College	\$12
	Williamsport	\$8
Puerto Rico		\$15
South Dakota	Aberdeen	\$12
	Rapid City	\$12
	Sioux Falls	\$15
Washington	Pasco	\$12
	Pullman	\$15
	Spokane	\$12
Wisconsin	Appleton	\$15
	Green Bay	\$15
Wyoming	Casper	\$12
	Cody	\$12
	Gillette	\$12
	Jackson	\$12

Exhibit 4
Description of Box Truck Rental Services and Prices**1.1 SERVICES AVAILABLE UNDER THIS MASTER AGREEMENT**

Services are available to Purchasing Entities: Box Trucks are only available in the following states: Alabama, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Missouri, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, State of Washington, and West Virginia.

Contractor shall provide to Participating Entity Box Truck Rental services and related from nationwide and/or local locations as specified under the terms and conditions in this Master Agreement.

1.2 Contractor shall rent to any Authorized User who possesses a valid driver's license, is at least 18 years of age or older and has a form of payment allowed under this Master Agreement. No additional prequalification is required either via oral or written inquiry and no minimum age surcharge will be added to Master Agreement rates. Contractor shall allow more than one qualifying Authorized User to drive a rental truck, including, but not limited to another Participating Entity employee traveling with the Authorized User under the same terms and conditions of this Master Agreement.

1.3 Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in the Price Schedule, Section 4.

1.4 Rental Conditions

This is a rental only Master Agreement and nothing herein contained may be construed as transferring to Authorized User any ownership right, title, or interest in or to any truck rented hereunder. Authorized User is not granted hereby and shall not have any right or option hereunder to purchase any rental truck either during the term or on expiration of a rental contract. This is not a financing agreement or lease.

1.5 Maintenance and Operating Expenses

The only operating expense Participating Entity and Authorized User will be responsible for is fuel. All other maintenance and operating expenses (including insurance to cover the Authorized User, collision/ loss damage waiver fee and 1 million of Liability protection.) are the responsibility of the Contractor. Contractor shall supply trucks that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

1.6 Truck Downtime

If a truck becomes substantially impaired or unsafe to operate, in Authorized User's judgment, while in possession of Authorized User, Contractor shall immediately replace the truck upon notification by Authorized User, at no extra charge. Contractor shall deliver the replacement truck to a location determined by Authorized User. Contractor shall be responsible for all repairs and towing of the disabled truck.

1.7 Reserved

1.8 Accidents

Participating Entity shall require Authorized User to promptly notify Contractor of all accidents involving any rental truck Authorized User 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 truck and such other information as may be known by Authorized User and shall promptly advise Contractor of all correspondence, papers, notices and documents delivered to Authorized User in connection with any claim or demand involving or relating to any truck or its operation. Participant and Authorized User shall reasonably cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

1.9 Liability for Rental Truck

Contractor shall hold the Lead State, Participating Entity and Authorized User harmless from any physical damage, loss, vandalism, fire, or theft of the rental truck provided rental truck was not used by the Participating Entity or Authorized User in any manner listed in Section 3.1. Contractor shall not charge the Lead State, Participating Entity or Authorized User any collision/loss damage waiver fee. On behalf of itself and its franchisees, Contractor specifically waives any right to submit any claim against the Lead State, Participating Entity or Authorized User 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 truck provided under this Master Agreement, provided rental truck was not used by the Participating Entity or Authorized User in any manner listed in Section 3.1. Notwithstanding above, Authorized User shall not smoke in Contractor's trucks, and Contractor may reasonably charge Participating Entity for any smoking damages caused by Authorized User passengers in the truck while in Authorized User's possession.

1.9.1 Liability Insurance for Rental Truck

Contractor shall provide supplemental liability insurance with each truck rental transaction at no additional cost to the Participating Entity. This supplemental liability insurance shall extend third party liability protection to the Participating Entity and Authorized User 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 truck.

1.10 Reservations

Contractor shall accept reservations made at least 24 hours in advance. Reservations may be made by Participating Entity or Authorized User. Reservations shall guarantee truck availability including automatic, no-added cost substitution. Reserved truck will be held for three (3) hours after the Authorized User's estimated time of arrival prior to release. Whenever possible, the Participating Entity or Authorized Users will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating rental truck cancellation or delayed pickup, however, in no situation shall the Lead State, Participating Entity or Authorized Users be liable for payment of "no shows". Authorized User and Participating Entity will cancel reservations in the same manner they were made when possible.

1.10.1 Reservation Systems/Options

Contractor shall maintain an internet reservation system, including the global distribution system (GDS) where Authorized User can access the rates under this Master Agreement. Contractor shall maintain a toll free 24 hour per day reservation phone number where Contractor's agents have access to the rates under this Master Agreement. 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 rates and terms and conditions contained in this Master Agreement. Rates and discounts set forth in this Master Agreement will only apply to rentals made by Authorized Users that use the applicable Participating Entity CDP ID when the reservation is made. Liability protection, damage waivers or other benefits set forth in this Master Agreement will only apply to rentals made by Authorized Users and which are properly classified as "business" rentals.

1.11 Short Notice Reservations

Contractor shall not charge additional fees for short-notice reservations.

1.12 Truck Demand

Contractor shall meet 100% percent of Participating Entity's or Authorized Users' reservations when 24 hours' notice of reservations is given by Participating Entity. If a reserved truck is not available at the time of pickup by the Authorized User, Contractor shall substitute a truck of similar or greater quality at no additional cost. Contractor shall note on the invoice that a truck of same or greater quality was substituted at same or lower price.

1.13 Truck Pickup/Return

Contractor will make all reasonable efforts to expedite the pickup and return of trucks. Truck pickup should routinely be accomplished within a total of 30 minutes from initial contact with the Contractor.

Contractor may request Authorized User to sign Contractor's Standard Rental Form solely to document the delivery of the truck, to provide the time and place of return of the truck, the applicable Contract rates and the computation and method of payment of charges. Area maps will be provided free of charge upon request. Truck will be furnished with an initial full tank of fuel. Contractor will also provide the Authorized User with accident, repair, and truck return instructions. Contractor shall provide to Authorized User a completed copy of the Standard Rental Form showing total charges to be billed for the rental.

1.14 Master Agreement Adherence

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

1.15 Rate Composition

1.15.1 Round Trip Rentals

Contractor shall charge only the rates listed in the Price Schedule set forth in Section 4 below for rental of trucks at each branch location. Rates include all charges for reservations collision/loss damage waiver insurance and Liability insurance.

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

Rates in the Price Schedule set forth in Section 4 below are base rates. They are exclusive of local and state sales and federal excise taxes, city surcharges or city differential fees applicable in certain cities. Rates do not include refueling charges, legislative or mandated taxes, bond issues imposed by government bodies or any additional optional charges that Authorized User may purchase. Contractor shall itemize those charges as separate line items on the rental agreement and add the charges to the base rate. Where the Participating Entity is not exempt from sales taxes on sales within their state, Contractor shall add the sales taxes on the billing invoice as a separate entry.

1.15.2 One Way Rentals

These are not allowed under this Master Agreement.

1.16 Investigative Assistance

The Contractor shall assist any investigative unit of a Participating Entity concerning alleged wrongdoing or suspected fraud or abuse by any Authorized Users or by Participating Entities doing business with the Contractor. Reciprocal assistance from the Participating Entity with regard to investigations shall be provided to the Contractor.

1.17 Branch Locations

The branch locations will be in a permanent structure, well-lighted, clean, properly maintained and clearly identified as the truck rental Contractor with whom the reservation was made.

1.18 Additional Requirements

1.18.1 Unlimited Mileage on Truck rentals: Contractor will provide unlimited mileage on truck rentals.

Early drop off for after hours.

1.18.2 Global Position System (GPS): Most trucks will come with apple play that allows the Authorized User to use their own navigation system. If the Authorized User would like a GPS, they can purchase it for an additional charge, if available.

1.18.3 Tolls: Contractor partners with Platepass to help manage toll charges to rentals. The below program can change at any time during the Master Agreement.

1.18.3.1 All inclusive: All-Inclusive Tolling will be for every day of the rental, regardless of the calendar usage day. Price per day will vary based on the location of the rental. All-Inclusive model will automatically be added to the Hertz Rental Agreement. No invoice will be issued after the rental is closed. Authorized Users will need to “opt-in” for this new all-inclusive model. If they do not, PlatePass® will automatically default to the per usage day (\$9.99 plus toll) model. Authorized Users must “opt-in” at the time of rent, either at the counter or the exit gate. Authorized Users may also “opt-in” at the time of return.

1.18.3.2 Not Opt-in to all inclusive: Authorized Users will be charged for each toll, plus \$9.99 per usage day.

1.18.4 Early Drop off hours: Contractor after hours return locations are well illuminated and the key drop boxes are in highly visible and secure areas. Authorized User shall maintain responsibility for the condition of the rental vehicle until the vehicle has been

inspected. There is no additional charge for these services. When a vehicle is returned, the location Contractor's agent must check the vehicle before closing the rental. If the Contractor finds any damage, they will note it on the reservation. Contractor's truck is not considered completely under the Contractors control until the Contractor's agent inspects the truck when the location is open. Contractors' locations must be secure, especially areas that have drop off boxes. It is the responsibility of the Authorized User to provide evidence that the truck was in good condition when returned (photos taken when returning with time stamp).

1.18.5 Roadside assistance: Located in the Hertz Corporation Worldwide Reservation / Service Center, Basic Emergency Roadside Service (ERS) is included at no additional cost on all The Hertz Corporation 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. This ERS department is staffed 24 hours a day and 7 days a week including holidays.

The Hertz Corporation 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 or problems resulting from an accident/collision may be passed onto the customer and are outlined.

Premium Roadside Service (comprehensive coverage or PERS) is available at a daily rate. If PERS is purchased, costs up to a maximum of \$500 per rental will be covered by The Hertz Corporation for the following items:

Keys locked in Car Lost Key Service Dead Battery due to weather or lights left on Out of Gas Service| Spare Tire Mounting Service \$1,000 Travel Interruption Cost Reimbursements due to travel delay's resulting from non-drivable accidents only Mechanical Defects Tow Truck Assistance Fee is waived.

1.18.6 Disaster Recovery Plans and Services: During Disasters, Contractor will work with the Participating Entities to understand their need and to ensure Contractor can provide what is requested. These requests can be made within 24 hours and 72 hours for special truck requests.

During a disaster, the Participating Entity can contact the Key Account Manager (KAM) directly for their need and the KAM will work with the Participating Entity to provide their needs.

2. TRUCK REQUIREMENTS

2.1 Contractor shall maintain a sufficient number of trucks on hand to meet the needs of Participating Entity with advance reservations.

2.2 Required Trucks/Equipment

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 (if available from manufacturer) and all season radial tires. Contractor shall equip and maintain all rental trucks to meet all federal, state and local truck safety standards, codes, and ordinances.

2.3 At time of truck pickup, Contractor shall deliver to Authorized User a truck with proper fluid levels; coolant protected to –20 degrees; and in clean condition (inside and out). All trucks should be in a like-new condition with no body damage or mechanical problems.

2.4 In inclement winter weather, upon request, truck must be equipped with snow tires as appropriate and furnished with an ice scraper.

2.5 Additional items on the box truck: Trucks over 10K GVWR, Contractor shall include any items outlined in DOT guidelines to ensure compliance.

2.6 If the truck size classification requested by the Participating Entity at the time of reservation is not available at the time of truck pickup, the Authorized User will be so advised and offered an upgrade at no additional cost.

2.7 Truck Models

Contractor shall have available for rent under this Master Agreement the following truck classifications or equivalent models approved by the NASPO Contract Administrator.

Box Trucks: Contractor will provide a small and medium truck classification. Those include 12 ft and 16 ft trucks. All trucks come equipt. with for following:

- Loading Ramps on all current fleet & Lift Gates on all future orders
- 10k lb. Gross Vehicle Weight Rating
- 400 cubic feet cargo space (12 Foot)
- 800 cubic feet cargo space (16 foot)
- Backup cameras
- Front and rear parking sensors
- Pre-collision emergency-braking tech
- Drop frame
- Passenger side delivery door
- Cab-to-cargo passthrough
- Apple/Android car play
- Ancillaries Available Including: Dollies, Hand Trucks, Tie Down Straps, & Padlocks

Contractor may have available for rent under this Master Agreement the following desirable truck classifications:

Desirable Van Classifications
Standard Cargo Van

2.8 Licensing Requirements

Contractor shall secure, maintain and pay for any federal, state and local operational and truck and vehicle licenses required to provide the services as referenced in this Master Agreement.

2.9 Non-Smoking Trucks

All trucks rented under this Master Agreement shall be non-smoking, whereas previous Drivers did not smoke tobacco or other items inside the truck.

3 AUTHORIZED USER RESPONSIBILITIES

3.1 Improper Use of Truck

Participating Entity agrees the rental truck will not be used:

- a) by a Authorized User who is under the influence of alcohol or any prohibited drugs,
- b) for any illegal purpose,
- c) to push or tow another truck unless the truck is equipped for towing and is specified to do so in the rental agreement,
- d) to carry passengers or property for hire,
- e) in a test, race or contest,
- f) by an unlicensed Authorized User,
- g) by a person other than an Authorized User outside of the United States except where such use is specifically authorized by the Contract,
- h) off paved, graded or maintained roads, or driveways, except when the Contractor has agreed to this in writing beforehand,
- i) by an Authorized User who allows more passengers to occupy the truck than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws,
- j) by an Authorized User who is under 18 years of age,
- k) by an Authorized User or occupant who is smoking.
- l) By a driver or occupant who fills the tank with incorrect fuel.

3.2 Full Fuel Tanks

Participating Entity shall return a truck to the Contractor with a full tank of fuel. If Participating Entity returns the truck to Contractor with less than a full tank of fuel, Contractor may invoice Participating Entity for the missing fuel at the average retail cost of fuel for the market at the return location.

SECTION 4 RATES AND PAYMENT

4.1 Payment options:

4.1.1 Credit Card payment: Credit card payments are allowed. The card must be in the name of the Authorized User and the physical card must be presented at the time of rental

4.1.2 Direct Bill: Guaranteed Charge Card option which the form of payment is linked to a P/Card or Credit Card or Central Billing which is a monthly statement and payment submitted back to the Contractor through ACH or check. There is an application process. We request the customer gives 5-7 business days for us to create these accounts.

4.2 Rates:

Bos Truck Size	Daily Rate for rentals from 1-5 days per 24-hour period.	Weekly rate for 7 days (cannot be more than 6 x the daily rate for rentals up to 7 days)	Monthly rate (cannot be more than 24 x the daily Rate)
12 feet	\$ 135.00	\$675.00	\$2,700.00
16 feet	\$141.00	\$705.00	\$2,820.00
Standard Cargo Van	\$102.00	\$561.00	\$2,244.00

Exhibit 4.1
Box Truck Locations

(see attached spreadsheet)

Exhibit 4.1 Box Truck Locations



Master Agreement Number: PO-10700-00044390

Area - Loc	Brand	Alpha-Num	Location Name	Address	City	State	Zip	Entity
05074 - 06	HERTZ	USALH006	HOOVER BOX TRUCKS	1694 MONTGOMERY HWY STE 180	HOOVER	ALABAMA	35216	BOX
05074 - 17	HERTZ	USALBHM17	BIRMINGHAM BOX TRUCKS	2508 5TH AVE S	BIRMINGHAM	ALABAMA	35233	BOX
05015 - 04	HERTZ	USAZGOO04	GOODYEAR BOX TRUCKS	13530 W VAN BUREN STREET	GOODYEAR	ARIZONA	85338	BOX
05015 - 09	HERTZ	USAZPHE09	PHOENIX BOX TRUCKS	1133 W BELL ROAD	PHOENIX	ARIZONA	85023	BOX
05056 - 03	HERTZ	USAZMES03	MESA BOX TRUCK RENTALS	2025 WEST MAIN STREET	MESA	ARIZONA	85201	BOX
05006 - 01	HERTZ	USCAING01	INGLEWOOD BOX TRUCKS	140 TAMARACK AVENUE	INGLEWOOD	CALIFORNIA	90301	BOX
05006 - 02	HERTZ	USCALAE02	LAKEWOOD BOX TRUCKS	6498 E SOUT STREET	LAKEWOOD	CALIFORNIA	90172	BOX
05006 - 08	HERTZ	USCALOE08	LOMITA BOX TRUCKS	1859 LOMITA BLVD	LOMITA	CALIFORNIA	90717	BOX
05017 - 04	HERTZ	USCASFD04	SOUTH SAN FRANCISCO BOX	177 S AIRPORT BLVD. SOUTH	SAN FRANCISCO	CALIFORNIA	94080	BOX
05027 - 03	HERTZ	USCATLE03	TEMECULA BOX TRUCKS	27452 JEFFERSON AVE. SUITE #4	TEMECULA	CALIFORNIA	92591	BOX
05027 - 07	HERTZ	USCARIE07	RIVERSIDE BOX TRUCKS	7777 INDIANA AVENUE	RIVERSIDE	CALIFORNIA	92504	BOX
05046 - 04	HERTZ	USCANHS04	NORTH HILLS BOX TRUCKS	8561 SEPULVEDA BLVD	NORTH HILLS	CALIFORNIA	91343	BOX
05046 - 05	HERTZ	USCAVAE05	VAN NUYS BOX TRUCKS	5800 VAN NUYS BLVD	VAN NUYS	CALIFORNIA	91401	BOX
05046 - 06	HERTZ	USCAPDL06	PALMDALE BOX TRUCKS	438 AUTO VISTA DRIVE	PALMDALE	CALIFORNIA	93551	BOX
05046 - 15	HERTZ	USCABBK15	BURBANK BOX TRUCKS	810 S VICTORY BLVD	BURBANK	CALIFORNIA	91502	BOX
05047 - 01	HERTZ	USCAGEE01	LOS ANGELES BOX TRUCKS	450 N LACIENEGA BLVD	LOS ANGELES	CALIFORNIA	90048	BOX
05047 - 02	HERTZ	USCALAD02	LA VENICE BOX TRUCKS	10603 VENICE BLVD	LOS ANGELES	CALIFORNIA	90034	BOX
05048 - 15	HERTZ	USCAANA15	ANAHEIM BOX TRUCKS	221 WEST KATELLA AVENUE	ANAHEIM	CALIFORNIA	92802	BOX
05053 - 03	HERTZ	USCAELM03	EL MONTE BOX TRUCKS	11606 GARVEY AVENUE	EL MONTE	CALIFORNIA	91732	BOX
05053 - 05	HERTZ	USCAWLE05	WEST COVINA BOX TRUCKS	2144 E GARVEY SOUTH	EST COVINA	CALIFORNIA	91791	BOX
05053 - 06	HERTZ	USCARHE06	ROWLAND HEIGHTS BOX TRUC	18456 COLIMA ROAD	ROWLAND HEIGHTS	CALIFORNIA	91748	BOX
05058 - 03	HERTZ	USCALDE03	SAN LEANDRO BOX TRUCKS	1400 DOOLITTLE DRIVE	SAN LEANDRO	CALIFORNIA	94577	BOX
05059 - 06	HERTZ	USCASJE06	SAN JOSE BOX TRUCKS	725 RIDDER PARK DRIVE#95	SAN JOSE	CALIFORNIA	95131	BOX
05063 - 01	HERTZ	USCASDE01	SAN DIEGO BOX TRUCKS	1120 W LAUREL STREET	SAN DIEGO	CALIFORNIA	92101	BOX
05077 - 01	HERTZ	USCASRE01	SACRAMENTO BOX TRUCKS	1025 16TH STREET	SACRAMENTO	CALIFORNIA	95814	BOX
05024 - 03	HERTZ	USCOAUE03	AURORA BOX TRUCK RENTALS	998 S. HAVANA STREET	AURORA	COLORADO	80012	BOX
05024 - 04	HERTZ	USCOCOL04	COLORADO SPRINGS TRUCKS	1332 MOTOR CITY DRIVE	COLORADO SPRINGS	COLORADO	80905	BOX
05062 - 01	HERTZ	USCOLON01	LONGMONT BOX TRUCKS	10 SOUTH MAIN STREET	LONGMONT	COLORADO	80501	BOX
05062 - 02	HERTZ	USCOALE02	ARVADA BOX TRUCK RENTALS	5595 N SHERIDAN	ARVADA	COLORADO	80002	BOX
05005 - 03	HERTZ	USCTHDT03	WEST HARTFORD BOX TRUCKS	1005 NEW BRITAIN AVENUE	HARTFORD	CONNECTICUT	06110	BOX
05005 - 04	HERTZ	USCTDAB04	DANBURY BOX TRUCKS	1 TOOLEY LANE	DANBURY	CONNECTICUT	06810	BOX
05002 - 08	HERTZ	USDENWK08	NEWARK BOX TRUCK RENTAL	1344 MARROWS RD	NEWARK	DELAWARE	19711	BOX
05007 - 02	HERTZ	USFLMIA02	PALMETTO BAY BOX TRUCKS	16901 SOUTH DIXIE HWY	MIAMI	FLORIDA	33157	BOX
05007 - 03	HERTZ	USFLMIA03	MIAMI BOX TRUCK RENTALS	2751 NW 39TH AVENUE	MIAMI	FLORIDA	33142	BOX
05008 - 01	HERTZ	USFLORH01	ORLANDO BOX TRUCKS	5398 LEE VISTA BLVD	ORLANDO	FLORIDA	32812	BOX
05008 - 02	HERTZ	USFLNG02	LONGWOOD BOX TRUCKS	541 E STATE ROAD 434	LONGWOOD	FLORIDA	32750	BOX
05018 - 02	HERTZ	USFLCLR02	CLEARWATER BOX TRUCKS	21154 US HWY 19	CLEARWATER	FLORIDA	33765	BOX
05018 - 03	HERTZ	USFLBRD03	BRADENTON BOX TRUCKS	5019 14 STREET WEST	BRADENTON	FLORIDA	34207	BOX
05028 - 03	HERTZ	USFLDRB03	DELRAY BEACH BOX TRUCKS	600 SE STH AVENUE	DELRAY BEACH	FLORIDA	33483	BOX
05032 - 01	HERTZ	USFLEST01	ESTERO BOX TRUCK RENTALS	8001 HERTZ DRIVE	ESTERO	FLORIDA	33928	BOX
05064 - 07	HERTZ	USFLDAV07	DAVIE BOX TRUCK RENTALS	4971 SW 148TH AVENUE	DAVIE	FLORIDA	33331	BOX
05064 - 12	HERTZ	USFLPEM12	PEMBROKE PINES BOX TRUCK	8655 PINES BLVD	PEMBROKE PINES	FLORIDA	33024	BOX
05064 - 16	HERTZ	USFLFLE16	FT LAUDERDALE BOX TRUCKS	901 E SUNRISE BLVD	FORT LAUDERDALE	FLORIDA	33304	BOX
04632 - 43	HERTZ	USGAMAR43	MARIETTA BOX TRUCKS	1551 COBB PARKWAY SOUTH	MARIETTA	GEORGIA	30069	BOX
05000 - 01	HERTZ	USGAMAR01	MARIETTA BOX TRUCKS	1551 COBB PKWY SE	MARIETTA	GEORGIA	30060	BOX
05000 - 02	HERTZ	USGAWOO02	WOODSTOCK BOX TRUCKS	9378 HIGHWAY 92	WOODSTOCK	GEORGIA	30188	BOX
05000 - 03	HERTZ	USGACON03	CONYERS BOX TRUCKS	978 HIGHLAND CIRCLE	CONYERS	GEORGIA	30012	BOX
05009 - 03	HERTZ	USILPAT03	PALATINE BOX TRUCKS	110 E DUNDEE ROAD	PALATINE	ILLINOIS	60007	BOX
05009 - 04	HERTZ	USILDES04	DES PLAINES BOX TRUCKS	2170 MANNHEIM RD	DES PLAINES	ILLINOIS	60018	BOX
05009 - 24	HERTZ	USILHOF24	HOFFMAN BOX TRUCKS	685 W GOLF ROAD	HOFFMAN ESTATES	ILLINOIS	60169	BOX
05009 - 26	HERTZ	USILSTC26	ST CHARLES BOX TRUCKS	2400 E MAIN ST STE 106	ST CHARLES	ILLINOIS	60174	BOX
05010 - 04	HERTZ	USILMOK04	MOKENA BOX TRUCKS	9442 191 ST	9442 191 ST	ILLINOIS	60448	BOX
05010 - 06	HERTZ	USILMAT06	MATTESON BOX TRUCKS	21610 CICERO AVENUE	MATTESON	ILLINOIS	60443	BOX
05049 - 04	HERTZ	USILDEC04	DECATUR BOX TRUCKS	2950 N JASPER ST	DECATUR	ILLINOIS	62526	BOX
05054 - 03	HERTZ	USILGLH03	GLENDALE HEIGHTS TRUCKS	414 E. NORTH AVENUE	GLENDALE HEIGHTS	ILLINOIS	60139	BOX
05054 - 04	HERTZ	USILAU04	AURORA BOX TRUCKS	902 N LAKE ST	AURORA	ILLINOIS	60506	BOX
05010 - 05	HERTZ	USINMER05	MERRILLVILLE BOX TRUCKS	4280 E HIGHWAY 30	MERRILLVILLE	INDIANA	46410	BOX
05082 - 02	HERTZ	USINCAR02	CARMEL BOX TRUCKS	1441 SOUTH GUILFORD ROAD	CARMEL	INDIANA	46032	BOX
05082 - 03	HERTZ	USINLAF03	LAFAYETTE BOX TRUCKS	812 SAGAMORE PARKWAY NORTH	LAFAYETTE	INDIANA	47904	BOX
05082 - 04	HERTZ	USINMIS04	MISHAWAKA BOX TRUCKS	317 EAST MCKINLEY	MISHAWAKA	INDIANA	46545	BOX
05082 - 05	HERTZ	USINCOL05	COLUMBUS BOX TRUCKS	1643 CENTRAL AVENUE	COLUMBUS	INDIANA	47201	BOX
05082 - 09	HERTZ	USINGRN09	GREENWOOD,IN BOX TRUCKS	695 S.STATE RD 135	GREENWOOD	INDIANA	46142	BOX
05083 - 01	HERTZ	USINEVA01	EVANSVILLE IN BOX TRUCK	1396 N GREEN RIVER RD	EVANSVILLE	INDIANA	47715	BOX
05083 - 02	HERTZ	USINCLA02	CLARKSVILLE BOX TRUCKS	1370 VETERANS PARKWAY	CLARKSVILLE	INDIANA	47129	BOX
05079 - 19	HERTZ	USKSOPK19	OVERLAND PARK BOX TRUCKS	7271 W 105TH	OVERLAND PARK	KANSAS	66212	BOX
05083 - 03	HERTZ	USKYBOW03	BOWLING GREEN BOX TRUCKS	2516 SCOTTSVILLE ROAD	BOWLING GREEN	KENTUCKY	42104	BOX
05083 - 04	HERTZ	USKYLOU04	HURSTBOURNE BOX TRUCKS	1215 S HURSTBOURNE PKWY	LOUISVILLE	KENTUCKY	40222	BOX
05025 - 01	HERTZ	USLABTR01	BATON ROUGE BOX TRUCKS	6868 FLORIDA BLVD	BATON ROUGE	LOUISIANA	70806	BOX
05025 - 02	HERTZ	USLAMET02	METAIRIE BOX TRUCKS	4531 VETERANS MEMORIAL BLVD	MATAIRIE	LOUISIANA	70807	BOX
05001 - 10	HERTZ	USMEPWM10	PORTLAND BOX TRUCKS	202 WARREN AVE STE 300	PORTLAND	MAINE	04103	BOX
05001 - 13	HERTZ	USMEAUG13	AUGUSTA BOX TRUCK RENTAL	75 AIRPORT RD	AUGUSTA	MAINE	04330	BOX
05016 - 03	HERTZ	USMDFOR03	FORESTVILLE BOX TRUCKS	6333 MARLBORO PIKE	FORESTVILLE	MARYLAND	20747	BOX
05019 - 02	HERTZ	USMDLAU02	LAUREL BOX TRUCK RENTALS	14705 US 1	LAUREL	MARYLAND	20707	BOX
05019 - 03	HERTZ	USMDFRE03	CORNELIUS BOX TRUCKS	5732 BUCKEYSTOWN PIKE #29	FREDERICK	MARYLAND	21704	BOX
05019 - 04	HERTZ	USMDCAT04	CATONSVILLE BOX TRUCKS	5530 BALTIMORE NATIONAL PIKE	CATONSVILLE	MARYLAND	21228	BOX
05019 - 05	HERTZ	USMDROC05	ROCKVILLE BOX TRUCKS	1319 D ROCKVILLE PIKE	ROCKVILLE	MARYLAND	20852	BOX
05001 - 03	HERTZ	USMAREV03	REVERE BOX TRUCKS	40-41 LEE BURBANK HIGHWAY	REVERE	MASSACHUSETTS	02151	BOX
05001 - 04	HERTZ	USMAWLE04	WOBURN BOX TRUCKS	911 MAIN STREET	WOBURN	MASSACHUSETTS	01801	BOX
05001 - 05	HERTZ	USMANLE05	NEWTON BOX TRUCK RENTALS	2345 COMMONWEALTH AVE	NEWTON	MASSACHUSETTS	02466	BOX

Exhibit 4.1 Box Truck Locations

05001 - 06	HERTZ	USMAMED06	MEDFORD BOX TRUCKS	242 MYSTIC AVENUE	MEDFORD	MASSACHUSETTS	02155	BOX
05001 - 07	HERTZ	USMAHLE07	HAVERHILL BOX TRUCKS	1184 MAN STREET	HAVERHILL	MASSACHUSETTS	01830	BOX
05042 - 02	HERTZ	USMARAY02	RAYNHAM BOX TRUCK RENTAL	609 SOUTH ST W	RAYNHAM	MASSACHUSETTS	02767	BOX
05042 - 04	HERTZ	USMANOR04	NORWOOD BOX TRUCK RENTAL	315 MORSE ST	NORWOOD	MASSACHUSETTS	01187	BOX
05066 - 02	HERTZ	USMAHAN02	HANOVER BOX TRUCKS	644 WASHINGTON ST	HANOVER	MASSACHUSETTS	02339	BOX
05066 - 03	HERTZ	USMAFIT03	FITCHBURG BOX TRUCKS	89 WHALON ST	FITCHBURG	MASSACHUSETTS	01420	BOX
05066 - 04	HERTZ	USMAWOE04	WORCESTER BOX TRUCKS	561 PARK AVENUE	WORCESTER	MASSACHUSETTS	01603	BOX
05066 - 05	HERTZ	USMANDA05	N DARTMOUTH BOX TRUCKS	125 FAUNCE CORNER ROAD	NORTH DARTMOUTH	MASSACHUSETTS	02747	BOX
05066 - 06	HERTZ	USMANAT06	N ATTLEBORO BOX TRUCKS	424 EAST WASHINGTON STREET	NORTH ATTLEBORO	MASSACHUSETTS	02760	BOX
05011 - 02	HERTZ	USMIANN02	ANN ARBOR BOX TRUCKS	4663 WASHTENAW AVENUE	ANN ARBOR	MICHIGAN	48108	BOX
05011 - 04	HERTZ	USMISTH04	STERLING HEIGHTS TRUCKS	40490 VAN DYKE AVENUE	STERLING HEIGHTS	MICHIGAN	48313	BOX
05011 - 06	HERTZ	USMIGRA06	GRAND RAPIDS BOX TRUCKS	640 28TH ST SE	GRAND RAPIDS	MICHIGAN	49548	BOX
05012 - 02	HERTZ	USMNBRO02	BROOKLYN CENTER BOX TRUCK	6201 BROOKLYN BLVD	BROOKLYN CENTER	MINNESOTA	55429	BOX
05012 - 04	HERTZ	USMNLAK04	LAKEVILLE BOX TRUCKS	16055 BUCK HILL RD	LAKEVILLE	MINNESOTA	55044	BOX
05012 - 05	HERTZ	USMNRIC05	RICHFIELD BOX TRUCKS	7745 2ND AVENUE SOUTH	RICHFIELD	MINNESOTA	55423	BOX
05029 - 03	HERTZ	USMOOFA03	O'FALLON TRUCK AND VAN	1120 TECHNOLOGY DRIVE STE 111	O'FALLON	MISSOURI	63368	BOX
05029 - 09	HERTZ	USMOSTL09	SAINT LOUIS BOX TRUCKS	9993 MANCHESTER ROAD	ST LOUIS	MISSOURI	93122	BOX
05075 - 03	HERTZ	USMOSGF03	SPRINGFIELD BOX TRUCKS	2867D W CHESTNUT EXPY	SPRINGFIELD	MISSOURI	65802	BOX
05079 - 23	HERTZ	USMOLEE23	LEE'S SUMMIT BOX TRUCKS	905 E LANGSFORD ROAD	LEE'S SUMMIT	MISSOURI	64063	BOX
05013 - 01	HERTZ	USNVLAS01	SWENSON BOX TRUCKS	4775 UNIVERSITY CENTER DR	LAS VEGAS	NEVADA	89119	BOX
05013 - 03	HERTZ	USNVLAS03	RANCHO DR BOX TRUCKS	4590 N RANCHO DRIVE SUIT 3	LAS VEGAS	NEVADA	89130	BOX
05013 - 04	HERTZ	USNVLAS04	SAHARA AVE BOX TRUCKS	5905 W SAHARA AVE UNIT A	LAS VEGAS	NEVADA	86146	BOX
05013 - 05	HERTZ	USNVNLV05	NORTH LAS VEGAS BOX TRUC	2860 E. CRAIG ROAD	NORTH LAS VEGAS	NEVADA	89030	BOX
05013 - 06	HERTZ	USNVLAS06	RAMPART BLVD BOX TRUCKS	221 N RAMPART BLVD	LAS VEGAS	NEVADA	89145	BOX
05042 - 03	HERTZ	USNHMHT03	MANCHESTER BOX TRUCKS	428 SOUTH WILLOW	MANCHESTER	NEW HAMPSHIRE	03113	BOX
05042 - 05	HERTZ	USNHNHA05	N HAMPTON BOX TRUCKS	203 LAFAYETTE ROAD	NORTH HAMPTON	NEW HAMPSHIRE	03862	BOX
05067 - 03	HERTZ	USNHCLA03	CLAREMONT BOX TRUCK	299 WASHINGTON STREET	CLAREMONT	NEW HAMPSHIRE	03743	BOX
05071 - 04	HERTZ	USNHCON04	CONCORD BOX TRUCKS	71 AIRPORT RD	CONCORD	NEW HAMPSHIRE	03301	BOX
05002 - 03	HERTZ	USNJLAK03	LAKEWOOD BOX TRUCKS	1093 OCEAN AVENUE	LAKEWOOD	NEW JERSEY	08701	BOX
05050 - 01	HERTZ	USNJNEW01	NEWARK BOX TRUCK RENTALS	589 FERRY STREET	NEWARK	NEW JERSEY	07105	BOX
05050 - 02	HERTZ	USNJWOD02	WOODBIDGE BOX TRUCKS	370 ROUTE 9 N	WOODBIDGE	NEW JERSEY	07095	BOX
05014 - 01	HERTZ	USNYRIV01	RIVERHEAD BOX TRUCKS	1830 W MAIN STREET	RIVERHEAD	NEW YORK	11901	BOX
05014 - 02	HERTZ	USNYHIC02	HICKSVILLE BOX TRUCKS	125 WEST JOHN STREET	HICKSVILLE	NEW YORK	11801	BOX
05014 - 03	HERTZ	USNYHUN03	HUNTINGTON BOX TRUCKS	145 W JERICHO TURNPIKE	HUNTINGTON	NEW YORK	11746	BOX
05014 - 04	HERTZ	USNYWBA04	WEST BABYLON BOX TRUCKS	350 ROUTE 109	WEST BABYLON	NEW YORK	11704	BOX
05014 - 05	HERTZ	USNYSMI05	SMITHTOWN BOX TRUCKS	390 EAST JERICHO TURNPIKE	SMITHTOWN	NEW YORK	11810	BOX
05033 - 03	HERTZ	USNYWET03	WEBSTER BOX TRUCKS	2111 EMPIRE BLVD	WEBSTER	NEW YORK	14580	BOX
05033 - 05	HERTZ	USNYROC05	ROCHESTER BOX TRUCKS	15 ELMGROVE PARK	ROCHESTER	NEW YORK	14624	BOX
05033 - 08	HERTZ	USNYROC08	ROCHESTER RIDGE BOX TRUC	1301 EAST RIDGE ROAD	ROCHESTER	NEW YORK	14621	BOX
05033 - 10	HERTZ	USNYHEN10	WEST HENRIETTA TRUCKS	840 LEHIGH STATION ROAD	WEST HENRIETTA	NEW YORK	14586	BOX
05037 - 01	HERTZ	USNYLPT01	LOCKPORT BOX TRUCKS	5664 S TRANSIT ROAD	LOCKPORT	NEW YORK	14094	BOX
05037 - 06	HERTZ	USNYBUF06	BUFFALO BOX TRUCKS	4195 GENESEE ST	BUFFALO	NEW YORK	14225	BOX
05037 - 07	HERTZ	USNYBUF07	BIFFALO PEARL BOX TRUCKS	538 PEARL ST	BUFFALO	NEW YORK	14202	BOX
05037 - 08	HERTZ	USNYNIA08	NIAGRA BOX TRUCKS	2200 MILITARY RD	NIAGARA FALLS	NEW YORK	14304	BOX
05037 - 10	HERTZ	USNYORC10	RCHARD PARK BOX TRUCKS	3518 SOUTHWESTERN BLVD	ORCHARD PARK	NEW YORK	14127	BOX
05040 - 01	HERTZ	USNYPOU01	POUGHKEEPSIE BOX TRUCKS	20 IBM RD	POUGHKEEPSIE	NEW YORK	12601	BOX
05040 - 09	HERTZ	USNYNEW09	NEWBURGH BOX TRUCKS	5469 RTE 9W	NEWBURGH	NEW YORK	12550	BOX
05065 - 09	HERTZ	USNYWAE09	WATERTOWN BOX TRUCKS	18230 US 11	WATERTOWN	NEW YORK	13601	BOX
05065 - 18	HERTZ	USNYSYR18	SYRACUSE BOX TRUCKS	1216 BURNET AVENUE	SYRACUSE	NEW YORK	13203	BOX
05065 - 20	HERTZ	USNYYOR20	YORKVILLE BOX TRUCKS	5174 COMMERCIAL DR	YORKVILLE	NEW YORK	13495	BOX
05065 - 21	HERTZ	USNYVES21	VESTAL BOX TRUCKS	2520 VESTAL PARKWAY EAST	VESTAL	NEW YORK	13850	BOX
05065 - 22	HERTZ	USNYHSE22	HORSEHEADS BOX TRUCKS	276 SING SING RD STE 8	HORSEHEADS	NEW YORK	14845	BOX
05067 - 01	HERTZ	USNYRIG01	RIDGEWOOD BOX TRUCKS	6216 METROPOLITAN AVENUE	RIDGEWOOD	NEW YORK	11362	BOX
05020 - 03	HERTZ	USNCDUR03	DURHAM BOX TRUCK RENTALS	3601 HILLSBOROUGH ROAD	DURHAM	NORTH CAROLINA	27705	BOX
05020 - 04	HERTZ	USNCCOR04	CORNELIUS BOX TRUCK	18709 STATESVILLE ROAD	CORNELIUS	NORTH CAROLINA	28031	BOX
05020 - 05	HERTZ	USNCGRE05	GREENSBORO BOX TRUCKS	1619 WESTOVER TERRACE	GREENSBORO	NORTH CAROLINA	27408	BOX
05020 - 06	HERTZ	USNCAPE06	APEX BOX TRUCK RENTALS	704 LAURA DUNCAN ROAD	APEX	NORTH CAROLINA	27502	BOX
05020 - 07	HERTZ	USNCCHA07	CHARLOTTE BOX TRUCKS	5010 N TYRON ST	CHARLOTTE	NORTH CAROLINA	28213	BOX
05081 - 01	HERTZ	USOHCIN01	KEMPER RD BOX TRUCKS	1610 E KEMPER RD	CINCINNATI	OHIO	45246	BOX
05081 - 02	HERTZ	USOHFAI02	FAIRFIELD BOX TRUCKS	7029 DIXIE HIGHWAY	FAIRFIELD	OHIO	45014	BOX
05081 - 06	HERTZ	USOHCIN06	MONTGOMERY RD BOX TRUCKS	11943 MONTGOMERY RD	CINCINNATI	OHIO	45249	BOX
05081 - 07	HERTZ	USOHCIN07	AICHOLTZ BOX TRUCKS	4616 AICHOLTZ RD	CINCINNATI	OHIO	45244	BOX
05073 - 05	HERTZ	USOKOLE05	OKLAHOMA BOX TRUCKS	3300 S. MERIDIAN	OKLAHOMA CITY	OKLAHOMA	73119	BOX
05003 - 01	HERTZ	USPAFAI01	FAIRLESS HILL BOX TRUCKS	327 LINCOLN HIGHWAY	FAIRLESS HILLS	PENNSYLVANIA	19030	BOX
05003 - 02	HERTZ	USPAPHL02	PHILADELPHIA BOX TRUCKS	4100 PRESIDENTIAL BLVD	PHILADELPHIA	PENNSYLVANIA	19131	BOX
05003 - 03	HERTZ	USPAALL03	ALLENTOWN BOX TRUCKS	1523 LEHIGH ST #5	ALLENTOWN	PENNSYLVANIA	18103	BOX
05003 - 04	HERTZ	USPAPHE04	PHILADELPHIA BOX TRUCKS	6815 ESSINGTON AV PHILADELPHIA	PHILADELPHIA	PENNSYLVANIA	19153	BOX
05043 - 02	HERTZ	USPAHAR02	HARRISBURG BOX TRUCKS	3462 PAXTON STREET	HARRISBURG	PENNSYLVANIA	17111	BOX
05043 - 03	HERTZ	USPAPOT03	POTTSTOWN BOX TRUCKS	1425 E HIGH ST	POTTSTOWN	PENNSYLVANIA	19464	BOX
05043 - 05	HERTZ	USPABAR05	BARTONSVILLE BOX TRUCKS	3180 ROUTE PA-611	BARTONSVILLE	PENNSYLVANIA	18360	BOX
05043 - 16	HERTZ	USPAWES16	WEST CHESTER BOX TRUCKS	1528 PAOIL PIKE	WEST CHESTER	PENNSYLVANIA	19380	BOX
05045 - 01	HERTZ	USPALE01	PLEASANT HILL BOX TRUCKS	280 CURRY HOLLOW ROAD	PLEASANT HILLS	PENNSYLVANIA	15236	BOX
05020 - 02	HERTZ	USSCROC02	ROCK HILL BOX TRUCKS	699 NORTH ANDERSON ROAD	ROCK HILL	SOUTH CAROLINA	29730	BOX
05026 - 01	HERTZ	USTNANT01	ANTIOCH BOX TRUCKS	783 BELL ROAD	ANTIOCH	TENNESSEE	37013	BOX
05026 - 03	HERTZ	USTNHEN03	HENDERSONVILLE BOX TRUCK	1181 W MAIN STREET	HENDERSONVILLE	TENNESSEE	37075	BOX
05026 - 04	HERTZ	USTNNSH04	NASHVILLE BOX TRUCKS	310 CHARLOTTE AVENUE	NASHVILLE	TENNESSEE	37209	BOX
05085 - 05	HERTZ	USTNMEM05	MEMPHIS BOX TRUCKS	1831 GETWELL RD	MEMPHIS	TENNESSEE	38111	BOX
05088 - 03	HERTZ	USTNFRA03	FRANKLIN BOX TRUCK	1113 MURFREESBORO RD	FRANKLIN	TENNESSEE	37064	BOX
05004 - 06	HERTZ	USTXMID06	MIDLAND BOX TRUCK	2200 WEST WALL STREET	MIDLAND	TEXAS	79701	BOX
05022 - 05	HERTZ	USTXAUS05	AUSTIN BOX TRUCK RENTALS	911 W ANDERSON LANE STE 125	AUSTIN	TEXAS	78757	BOX
05022 - 06	HERTZ	USTXSAD06	SAN ANTONIO BOX TRUCKS	5886 DEZAVALA ROAD	SAN ANTONIO	TEXAS	78249	BOX
05022 - 09	HERTZ	USTXAUS09	AUSTIN BOX TRUCK RENTALS	5717 S I135	AUSTIN	TEXAS	78745	BOX
05022 - 10	HERTZ	USTXWAC10	WACO BOX TRUCK RENTALS	5174 W WACO DR	WACO	TEXAS	76710	BOX

Exhibit 4.1 Box Truck Locations

05022 - 11	HERTZ	USTXKIL11	KILLEEN BOX TRUCKS	4100 E. STAN SCHLUETER LOOP	KILLEEN	TEXAS	76542	BOX
05051 - 03	HERTZ	USTXFRI03	FRISCO BOX TRUCK RENTALS	2930 PRESTON RD STE 920	FRISCO	TEXAS	75034	BOX
05051 - 05	HERTZ	USTXRLE05	RICHARSON TRUCK AND VAN	233 NORTH CENTRAL EXPRESSWAY	RICHARDSON	TEXAS	75080	BOX
05060 - 03	HERTZ	USTXLOA03	LIVE OAK BOX TRUCKS	12528 N INTERSTATE 35 FRONTAGE	LIVE OAK	TEXAS	78233	BOX
05060 - 07	HERTZ	USTXSAD07	SAN ANTONIO BOX TRUCKS	5714 LOOP 410 WEST SUITE 400	SAN ANTONIO	TEXAS	78238	BOX
05060 - 08	HERTZ	USTXSAM08	SAN MARCOS BOX TRUCKS	3209 I-35 BUILDING B	SAN MARCOS	TEXAS	78666	BOX
05070 - 03	HERTZ	USUTSLE03	SALT LAKE CITY BOX TRUCK	750 S MAIN STREET	SALT LAKE CITY	UTAH	84101	BOX
05016 - 01	HERTZ	USVASTE01	STERLING BOX TRUCK	23000 INDIAN CREEK DR	STERLING	VIRGINIA	20116	BOX
05057 - 02	HERTZ	USVANOR02	NORFOLK BOX TRUCKS	3323 N MILITARY HWY	NORFOLK	VIRGINIA	23518	BOX
05023 - 01	HERTZ	USWASED01	BURIEN BOX TRUCK RENTALS	14500 1ST AVENUE SOUTH	SEATTLE	WASHINGTON	98168	BOX
05023 - 02	HERTZ	USWAAUB02	AUBURN BOX TRUCK RENTALS	1911 AUBURN WAY NORTH STE E	AUBURN	WASHINGTON	98002	BOX
05061 - 03	HERTZ	USWAEVE03	EVERETT BOX TRUCKS	2920 RUCKER AVE	EVERETT	WASHINGTON	98201	BOX
05061 - 04	HERTZ	USWAKIR04	KIRKLAND BOX TRUCKS	11709 124TH AVENUE NE	KIRKLAND	WASHINGTON	98034	BOX
05076 - 28	HERTZ	USWVMAR28	MARTINSBURG BOX TRUCKS	926 N QUEEN ST	MARTINSBURG	WEST VIRGINIA	25404	BOX

Exhibit 5

Provisions Required by Federal Law

If and as applicable to Contractor or the Services, Contractor shall comply with all federal law, regulations and executive order, as indicated, and shall cause all subcontractors to comply with all federal law, regulations and executive order including the following. 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). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

During the performance of the Master Agreement, Contractor agrees as follows:

- 1.1** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 1.2** Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 1.3** Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- 1.4** Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.5** Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.6** Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of

Labor for purposes of investigation to ascertain compliance with such rules, regulations, and Request for Services.

- 1.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Master Agreement or with any of the said rules, regulations, or Request for Services, this Master Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Request for Services 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Request for Services 11246 of September 24, 1965, or by rule, regulation, or Request for Services of the Secretary of Labor, or as otherwise provided by law.
- 1.8 Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through subsection 1.8 in every subcontract or purchase Request for Services unless exempted by rules, regulations, or Request for Services of the Secretary of Labor issued pursuant to section 204 of Executive Request for Services 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase Request for Services as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act.

- 2.1. All transactions regarding this Master Agreement will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt.5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 2.3. Additionally, Contractor shall pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act.

- 3.1. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this Master Agreement.
- 3.2. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (FEMA) may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these Master Agreement clauses.
- 3.3. A breach of the contract clauses above may be grounds for termination of the Master Agreement and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

4. Contract Work Hours and Safety Standards Act.

- 4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the Master Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.
- 4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid

wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.

- 4.3.** Withholding for unpaid wages and liquidated damages. The Purchasing Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Master Agreement or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.
- 4.4.** Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Clean Air Regulations. Contractor shall comply with all applicable standards, Request for Services, or requirements issued pursuant to the Clean Air Act (42 U.S.C. §7401 et. seq.). The Act provides, in part:

- 5.1.** No agency may enter into any contract with any person who is convicted of any offense under the Act for the procurement of Products, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under the Act, the condition giving rise to the conviction also shall be considered to include any substantive violation of the Act associated with the violation of the Act.
- 5.2.** The Administrator may extend this prohibition to other facilities owned or operated by the convicted person. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- 5.3.** In Request for Services to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an Request for Services (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- 5.4.** The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- 5.5.** The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]
- 5.6.** Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
- 5.7.** Contractor shall include these provisions in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Water Regulations. Contractor shall comply with all applicable standards, Request for Services, or requirements issued under the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387).

6.1. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of Products, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

6.2. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section. In Request for Services to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued a Request for Services:

6.2.1. Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

6.2.2. Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

6.3. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

6.4. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

6.4.1. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in Request for Services to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

6.4.2. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

6.5. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

6.6. Contractor shall include these provisions in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Solid Waste Disposal Act. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. EPA Regulations. Contractor shall comply with all applicable standards, Request for Services, or requirements under Executive Request for Services 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 State, 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.

9. 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.

10. Recycled Materials. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the Contract performance schedule, (ii) meeting Contract performance requirements, or (iii) at a reasonable price.

11. 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).

12. Byrd Anti-Lobbying Amendment; Truth in Lobbying. This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. Contractor certifies, to the best of the Contractor's knowledge and belief that:

- 12.1.** 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.
- 12.2.** 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.
- 12.3.** Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract 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. Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

13. HIPAA Compliance. If the work performed under this Contract 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 Contract is covered by HIPAA. Contractor shall comply and cause all subcontractors to comply with the following:

- 13.1.** 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 the State for purposes directly related to the provision of services to clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate the State's Privacy Rules, OAR 407-014-0000 et. seq., or the State's Notice of Privacy Practices, if done by Purchasing Entity. A copy of the most recent State Notice of Privacy Practices is posted on the State web site at: <http://www.oregon.gov/OHA> or may be obtained from Purchasing Entity.

- 13.2. Data Transactions Systems. If Contractor intends to exchange electronic data transactions with 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 the State and shall comply with the State's EDI Rules.
- 13.3. Consultation and Testing. If Contractor reasonably believes that the Contractor's or the State'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 State's HIPAA officer. Contractor or State may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the State's testing schedule.
- 13.4. If Contractor is deemed to be a business associate of State under HIPAA's Privacy Rule, 45 CFR Parts 160 and 164, Contractor hereby provides the State with satisfactory assurances that if it receives from the State 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:
 - 13.4.1. Contractor will not use or further disclose Protected Health Information otherwise than as permitted or required by this Contract or as required by law;
 - 13.4.2. Contractor will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as provided for by this Contract;
 - 13.4.3. 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 Contract;
 - 13.4.4. Contractor will report to Purchasing Entity any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware;
 - 13.4.5. 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;
 - 13.4.6. Contractor shall make available to Purchasing Entity such information as they may require to fulfill their obligations to account for disclosures of such information;
 - 13.4.7. 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 State or trading partner (or created or received by Contractor on behalf of the State or trading partner) available to the State and to the Secretary of the United States Department of Health and Human Services, for purposes of determining the State's or trading partners' compliance with HIPAA; and
 - 13.4.8. If feasible, upon termination of this Contract, Contractor shall return or destroy all PHI received from the State or trading partners (or created or received by Contractor on behalf of the State 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 Contract 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, 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

Purchasing Entity and trading partners under this Contract.

14. 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:

- 14.1. 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 Purchasing Entity, the Medicaid Fraud Control Unit and the Secretary of Health and Human Services;
- 14.2. Complying with all applicable disclosure requirements set forth in 42 CFR Part 455, Subpart B;
- 14.3. Complying with any applicable advance directive requirements specified in 42 CFR section 431.107(b)(4); and
- 14.4. Complying with the certification requirements of 42 CFR sections 455.18 and 455.19.
- 14.5. 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.

15. Substance Abuse Prevention and Treatment and Drug Free Workplace. 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). In addition, the Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, Contractor acknowledges the following:

- 15.1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.
- 15.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- 15.3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- 15.4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

Contractor certifies that will provide drug-free workplaces for their employees.

16. Funding Agreements. If Contractor is a small business firm or nonprofit organization and the Contract provides for the performance of experimental, developmental or research work funded in whole or in part by the Federal government, Purchasing Entity shall comply with the provisions of 37 C.F.R. pt.401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by FEMA. See 2 C.F.R. pt. 200, Appendix II ¶F.

17. Access to Records; 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." Contractor shall provide the State of Oregon, Purchasing Entity, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making

audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide the FEMA Administrator or his authorized representatives access to construction sites pertaining to the work being completed under the Contract. Contractor and Purchasing Entity acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

18. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and 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 Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §180.905.). 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 (excluded as defined in 2 C.F.R. §180.940 or disqualified as defined in 2 C.F.R. §180.935). 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. Contractor certifies:

- 18.1.** Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 18.2.** Contractor has not within a three-year period preceding the Effective Date of this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 18.3.** Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection, 16.2 of this certification; and
- 18.4.** Contractor has not within a three-year period preceding the Effective Date of this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

19. 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. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

20. 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.).

21. 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.

22. 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) and Title IX of the Education Amendments

of 1972 (20 U.S.C. section 1681, et. seq) and the implementing regulations at 6 CFR Part 17 and 44 CFR Part 19.

23. Whistleblower Protection Act. Contractor shall comply with the requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, 10 U.S.C. Section 4712, 10 U.S.C. 2324, 41 U.S.C. Sections 4304 and 4310.

24. US Patriot Act of 2001. Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.

25. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended.

26. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.

27. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. C. section 6101 et. seq.).

28. Buy American and Hire American. Contractor shall comply with any applicable provisions of the Buy American Act (41 U.S.C. section 83-1 through 8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of Products, products, or material produced in the United States.

29. Use of Logos. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA pre-approval.

30. False Statements. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

31. General Provisions. The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Contract.

Exhibit 6

NASPO ValuePoint Detailed Sales Data Report Form

NASPO Detailed Sales Report Data Form	
Field Name	Instructions to Contractor
Year	
Quarter	Based on Invoice Date or Date Final Rental Charges are Assessed: (1 = January-March, 2 = April-June, 3 = July-September, 4 = October-December)
Portfolio Name	Portfolio name as assigned by Lead State.
Vendor Name	Your Company Name.
Vendor Master Agreement Number	This is the number assigned by the Lead State.
Customer Contract or PA Number	This is the Customer's contract or Participating Agreement number.
Renting State	Typically, the state where the renting organization is located unless its parent organization resides in a different state, in which case it is based on the parent. (Example: A satellite college campus that resides in another state, then use the state where the primary college is located.)
Customer Account Number	Contractor's internal number for the Customer/renting entity.
Customer Type	Categorize the Customer into one of the following NASPO standard Customer types: "State Government" "City Government" "County Government" "K12 Education" (Primary, middle or secondary schools), "Higher Education" (Colleges or Universities) "Non-Profit" "Other"
Bill To Name	These fields should be the corresponding information found on your invoice.
Bill To Address	

Bill To City	
Bill To State	
Bill To Zip Code	
Renting Customer Name	This is the name of the organization that rented from the Contractor. In some cases, this may be an individual's/person's name.
Invoice Date	This is the date the Contractor assesses rental charges to the Customer. Dates included in this report must fall within the reporting period.
Invoice Number	This is the number on the invoice or final billing document issued by the Contractor to the Customer
Customer PO Date	This is the date appearing on the Purchase Order provided by the Customer
Customer PO Number	This is the number provided to the Contractor by the Customer on the Customer's order
Vehicle Rental Type	Type of rental - Vehicle Rental or Box Truck Rental
Product/Service ID	Contractor assigned Rental Agreement Number
Product or Service Description	Product or Service Description.
Retail/Published Rental Daily Rate	MSRP/Retail/Published Price or Rate. (Do not include \$ sign with value. Value must be formatted as number and not text.) For non-standard products/services where there is no MSRP or "retail" price, either leave this field blank or populate it with the Purchase Unit Price/Rate.
NASPO Rental Daily Rate	Passenger Vehicle or Box Truck Rental Daily Rate based on NASPO Contract.
Total Number of Days Rented	If rental is less than a full day, express number of hours as a decimal. Example: 3 hours = 0.125
Total Price	Total Price must = Total Days Rented X NASPO Rental Daily Rate (Do not include \$ sign with value. Value must be formatted as number and not text.)

Currency	It is expected this will reflect US Dollars.
Category	Portfolio Category the product belongs to. Category is defined using Passenger Rental Vehicle Class or Box Truck Classification
Sub-Category	Portfolio sub-category of the service. Sub-Category is defined using Passenger Rental Car Model or Box truck Classification
UNSPSC Code	Product's UNSPSC commodity code - https://www.unspsc.org/ . UNSPSC code Passenger Vehicle Rental and Box Truck is 78111808

Exhibit 7
Passenger Vehicle and Box Truck Rental Packet

(see attached packet and sample documents)

TERMS & CONDITIONS

-  **Effective: January 01, 2025**
-  **Document: Master Terms and Conditions**

WARNING: DON'T LOSE YOUR RENTAL PRIVILEGES.

Allowing unauthorized drivers may result in loss of all insurance coverages and your future rental privileges.

THE FOLLOWING INFORMATION IS PROVIDED REGARDING YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO ANY CAR WHICH YOU RENT. MORE DETAILED INFORMATION APPEARS IN PARAGRAPH 4 OF THIS AGREEMENT. EXCEPT AS STATED IN PARAGRAPH 4 OF THIS AGREEMENT, YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE CAR RESULTING FROM ANY CAUSE REGARDLESS OF FAULT. HERTZ OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER (LDW). IF YOU ACCEPT LDW, WHICH IS NOT INSURANCE, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, SUBJECT TO CERTAIN RESTRICTIONS AND EXCLUSIONS WHICH ARE DISCUSSED IN PARAGRAPHS 4(d), 4(e) and 5 OF THIS AGREEMENT. IN THOSE STATES WHERE THE SALE OF LDW IS REGULATED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR. LDW ENTAILS AN ADDITIONAL CHARGE. AS OF JUNE 1, 2019, THE CHARGE FOR LDW AT MOST LOCATIONS IN THE UNITED STATES RANGES FROM US \$9.00 TO US\$99.99 FOR EACH FULL OR PARTIAL RENTAL DAY DEPENDING ON THE CAR CLASS AND MSRP OF THE CAR RENTED. HOWEVER, A SPECIAL HIGHER LDW CHARGE FOR EACH FULL OR PARTIAL RENTAL DAY IS APPLICABLE FOR CERTAIN LUXURY CARS... ALL CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOUR INSURANCE (OR THAT OF THE AUTHORIZED OPERATOR) MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY (OR THAT OF THE AUTHORIZED OPERATOR) FOR LOSS OR DAMAGE TO THE CAR.

NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO SIGN THIS WAIVER IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. 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. THE PURCHASE OF THIS LOSS DAMAGE WAIVER PRODUCT IS NOT MANDATORY AND MAY BE DECLINED.

THE INSURANCE COVERAGES OFFERED BY [HERTZ](#) 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 VEHICLE.

FOR RENTALS COMMENCING IN THE DISTRICT OF COLUMBIA. WARNING: FAILURE TO RETURN THE CAR IN ACCORDANCE WITH THE TERMS OF THE RENTAL AGREEMENT MAY RESULT IN A CRIMINAL PENALTY OF UP TO 3 YEARS IN JAIL.

Unless waived, a renter in Miami-Dade County must be furnished a county approved visitor information map. These maps are available at all Hertz locations in Dade County. Each renter must either acknowledge receipt of such a map or waive his or her right to receive such a map. By making a Manifestation of Assent, You hereby waive Your right to receive such a map.

NOTICE: IF YOU HAVE COLLISION COVERAGE UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY WRITTEN IN LOUISIANA, YOUR COLLISION COVERAGE AUTOMATICALLY EXTENDS TO RENTAL MOTOR VEHICLES PURSUANT TO R.S. 22: 1296. EVEN IF YOU ARE NOT A LOUISIANA INSURED, THE PURCHASE OF LOSS DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER SUCH COVERAGE.

Under Minnesota law, a personal automobile insurance policy must: (1) cover the rental of the motor vehicle against damage to the vehicle and against loss of use of the vehicle; and (2) extend the policy's basic economic loss benefits, residual liability insurance, and uninsured and underinsured motorist coverages to the operation or use of a rented motor vehicle. Therefore, purchase of any collision damage waiver or similar insurance is not necessary. In addition, purchase of any additional liability insurance is not necessary if your policy was issued in Minnesota unless you wish to have coverage for liability that exceeds the amount specified in your personal automobile insurance policy.

NOTICE TO TEXAS RESIDENTS REGARDING DAMAGE WAIVERS YOUR RENTAL AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, AN OPTIONAL WAIVER TO COVER ALL OR 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.

ELECTRONIC DELIVERY OF CONFIRMATIONS, TRANSACTION UPDATES, RENTAL AGREEMENTS AND RECEIPTS

By providing us with Your email address, You agree to have electronic mail communications sent to Your email address on file with [Hertz](#) or a subsequently provided email address. You may opt out of email marketing on [hertz.com](#) or by clicking the "Unsubscribe" link found in all marketing emails. Unsubscribing or opting out effects marketing communications, but not operational or transactional messaging sent to You as part of a rental or other transaction with Hertz.

You also agree to have Your Rental Agreements and receipts for every and any reservation and rental completed by You emailed to You rather than provided in paper or hard copy form.

Telematics Devices and In-Vehicle Technologies. HERTZ MAY COLLECT, USE AND DISCLOSE DATA OBTAINED DURING THE COURSE OF YOUR RENTAL FROM MANUFACTURER OR THIRD-PARTY IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING INFORMATION FROM GLOBAL POSITIONING TECHNOLOGY. THIS MAY INCLUDE COLLECTION OF GEOLOCATION DATA OR GEOGRAPHIC AREAS VISITED; INFORMATION RELATED TO FUEL LEVELS IN A VEHICLE; INFORMATION FROM AN EVENT DATA RECORDER OR AUDIO AND VIDEO FROM DASH CAMS OR OTHER CAMERAS RELATED TO INCIDENTS; INFORMATION RELATED TO THE LOCATION OF A VEHICLE OR THE LOCATION FROM WHICH A VEHICLE WAS PICKED-UP OR RETURNED; INFORMATION ABOUT THE VEHICLE'S USAGE AND HOW IT WAS OPERATED; MAINTENANCE DATA; DIAGNOSTIC DATA; SAFETY EVENTS SUCH AS COLLISION INFORMATION; DIAGNOSTIC DATA; AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, DRIVING BEHAVIOR AND DRIVING BEHAVIOR DATA, SUCH AS SPEED, MILEAGE, BRAKING AND DAMAGE DATA. WE MAY USE AND DISCLOSE THIS INFORMATION FOR A NUMBER OF PURPOSES, INCLUDING, UNLESS PROHIBITED BY APPLICABLE LAW, SELLING THIS

INFORMATION OR SHARING IT FOR CROSS-CONTEXTUAL MARKETING PURPOSES. FOR MORE INFORMATION ABOUT HOW [HERTZ](#) MAY COLLECT, USE, AND DISCLOSE INFORMATION FROM THESE TECHNOLOGIES IN A WAY THAT IDENTIFIES YOU AND TO LEARN ABOUT CHOICES YOU HAVE ABOUT THIS INFORMATION, PLEASE REVIEW OUR PRIVACY POLICY AS DESCRIBED IN SECTION 14 BELOW.

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 ELECTRONICALLY, WHICH BOTH YOU AND [HERTZ](#) AGREE SHALL BE TREATED AS ORIGINAL, TOGETHER CONSTITUTE THE AGREEMENT (“THIS AGREEMENT”) FOR THE RENTAL OF THE VEHICLE IDENTIFIED ON 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’ 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, with Your permission, the following persons (“Authorized Operators”), may operate the Car: (a) For rentals commencing in the states of CA and IA, 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) any other person who meets Hertz’ qualifications and who signs an Additional Authorized Operator form at the time of rental. Except as provided in the following sentence, all Authorized Operators must be at least 20 years old and have a valid driver’s license from a jurisdiction acceptable to Hertz. Charges for Authorized Operators under 25 may apply. For rentals which commence in Michigan and New York, persons between the ages of 18 and 24 who meet Hertz’ other qualifications and who sign an Additional Authorized Operator form at the time of rental may be Authorized Operators; in such cases, an Underage Differential Charge will be assessed. 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 purposes hereof, an “emergency” shall mean urgent circumstances under the laws of the jurisdiction in which the alleged emergency occurred. With respect to persons who must sign an Additional Authorized Operator form, other qualifications may, at Hertz’ 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 paragraph 9).

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. IF AN EXTENSION HAS BEEN GRANTED, THEN YOU MUST RETURN BY THE EXTENDED DUE DATE. 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 COMMENCE ITS OVERDUE RENTAL PROCESS AND CHARGE YOU FOR ALL RELATED EXPENSES. AS PART OF HERTZ'S OVERDUE PROCESS, YOU EXPRESSLY CONSENT AND AGREE THAT [HERTZ](#) MAY USE ELECTRONIC OR VERBAL MEANS TO CONTACT YOU IN ORDER TO URGE YOU TO RETURN THE CAR. YOU AGREE THAT [HERTZ](#) MAY USE ANY AVAILABLE EMAIL ADDRESS OR TELEPHONE NUMBER TO CONTACT YOU, INCLUDING MANUAL CALLING, VOICE MESSAGES, TEXT MESSAGES, EMAILS OR AUTOMATIC TELEPHONE DIALING SYSTEMS. 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, UTILIZE A THIRD-PARTY REPOSSESSION VENDOR TO RECOVER THE CAR WHERE AND WHEN IT IS LOCATED. YOU WILL BE RESPONSIBLE FOR ALL EXPENSES INCURRED BY [HERTZ](#) IN ATTEMPTING TO REPOSSESS THE CAR. THE CAR MAY BE EQUIPPED WITH MANUFACTURER OR THIRD-PARTY IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY, OR OTHER TELEMATICS SYSTEMS AND A TRANSMITTER THAT ALLOWS [HERTZ](#) TO TRACK OR OTHERWISE LOCATE THE CAR TO THE EXTENT PERMITTED BY LAW AND PRIVACY IS NOT GUARANTEED. TO THE EXTENT PERMITTED BY LAW, YOU AUTHORIZE HERTZ TO COLLECT, USE AND DISCLOSE DATA OBTAINED DURING THE COURSE OF YOUR RENTAL FROM SUCH TECHNOLOGIES AND DEVICES FOR A NUMBER OF PURPOSES RELATED TO YOUR VEHICLE'S RETURN, INCLUDING WITHOUT LIMITATION TO LOCATE THE VEHICLE DURING YOUR RENTAL IF THE VEHICLE IS LOST, STOLEN, OR OVERDUE, TO DISABLE THE CAR AND TO ASSIST IN THE REPOSSESSION OF THE CAR, TO DETERMINE THE TIME OF THE VEHICLE'S DEPARTURE FROM AND RETURN TO THE [HERTZ](#) RENTAL LOCATION, TO ESTIMATE THE LEVELS OF FUEL IN THE TANK UPON RETURN TO THE [HERTZ](#) RENTAL LOCATION, AND AS OTHERWISE PERMITTED BY APPLICABLE LAW. FOR MORE INFORMATION ABOUT HOW [HERTZ](#) MAY COLLECT, USE AND DISCLOSE INFORMATION COLLECTED THROUGH THESE TECHNOLOGIES IN A MANNER THAT IDENTIFIES YOU, PLEASE REVIEW OUR PRIVACY POLICY AS DESCRIBED IN SECTION 14 BELOW.

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.

IN THE EVENT YOU HAVE NOT RETURNED THE CAR AS REQUIRED BY THIS AGREEMENT, AS A MEANS OF LAST RESORT, [HERTZ](#) RESERVES THE RIGHT TO REPORT THE CAR TO LAW ENFORCEMENT AS A THEFT AND TAKE ANY FURTHER ACTION NECESSARY IN CONNECTION WITH REPORTING THE CAR TO LAW ENFORCEMENT AS A THEFT. IN THESE CIRCUMSTANCES, HERTZ RESERVES THE RIGHT TO SUSPEND YOUR RENTAL PRIVILEGES.

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. YOU ACKNOWLEDGE THAT THE DATA DERIVED FROM THE IN-CAR TELEMATICS AND OTHER DEVICES MAY CONTAIN PERSONAL INFORMATION AND YOU AUTHORIZE HERTZ TO SHARE THAT DATA WITH THE DEVICE MANUFACTURER, THE ORIGINAL EQUIPMENT MANUFACTURER AND ITS AFFILIATES (COLLECTIVELY, "OEM"), SERVICE PROVIDERS, AND OTHER THIRD PARTIES TO WHOM [HERTZ](#) OR OEM GRANTS ACCESS. TO THE EXTENT PERMITTED BY LAW, YOU AUTHORIZE HERTZ, THE ORIGINAL EQUIPMENT MANUFACTURER'S (OEM) AND ANY THIRD-PARTY SERVICE PROVIDER'S 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, AND TO PROVIDE SERVICES TO YOU.

IT IS YOUR RESPONSIBILITY AT RETURN TO DELETE ANY BLUETOOTH SYNCED DEVICES OR DATA, NAVIGATION DATA, AND ALL OTHER PERSONAL INFORMATION INPUT OR PROVIDED BY YOU THROUGH USE OF IN VEHICLE EQUIPMENT OR FEATURES. YOU ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HERTZ, THE OEM AND ANY THIRD-PARTY SERVICE PROVIDER MAY COLLECT, PROCESS, CHARGE ON THE BASIS OF, ADD TO YOUR CUSTOMER PROFILE AND TAKE DISCIPLINARY ACTION ON THE BASIS OF THE DATA DERIVED FROM VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING ACTIVITY. ACTIONS MAY INCLUDE SUSPENSION OR TERMINATION OF YOUR ABILITY TO CONTINUE TO RENT CARS FROM [HERTZ](#) OR ITS AFFILIATES. FOR INFORMATION ABOUT HOW [HERTZ](#) MAY COLLECT, USE AND DISCLOSE INFORMATION COLLECTED THROUGH THESE TECHNOLOGIES IN A MANNER THAT IDENTIFIES YOU, PLEASE REVIEW OUR PRIVACY POLICY AS DESCRIBED IN SECTION 14 BELOW.

YOU AUTHORIZE [HERTZ](#) TO PROVIDE PERSONAL INFORMATION ABOUT YOU AND EACH RENTAL YOU UNDERTAKE USING A CUSTOMER DISCOUNT PROGRAM (CDP) NUMBER OR OTHERWISE IN CONNECTION WITH THE RENTAL TO THE CDP SPONSOR OF THE RENTAL. [HERTZ](#) MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE USE OF SUCH INFORMATION BY THE CDP SPONSOR. YOUR RENTAL UNDER THIS AGREEMENT USING A CDP NUMBER IS YOUR CONSENT TO [HERTZ](#) TO DISCLOSE PERSONAL DATA TO THE CDP SPONSOR. YOU EXPRESSLY DISCHARGE ANY CLAIMS OF RESPONSIBILITY OF [HERTZ](#) REGARDING MISUSE OF INFORMATION BY THE CDP SPONSOR. SUCH INFORMATION MAY INCLUDE, BUT NOT BE LIMITED TO, NAME; BIRTH DATE; CONTACT INFORMATION (PHONE NUMBER, E-MAIL ADDRESS, MAILING ADDRESS); DRIVER'S LICENSE NUMBER, STATE OF ISSUANCE AND EXPIRATION DATE; CREDIT / DEBIT CARD INFORMATION; CHARGES APPLICABLE TO THE RENTAL; INSURANCE INFORMATION; CAR USAGE INFORMATION (INCLUDING GEOLOCATION, SPEED, AND OTHER DATA); CAR LICENSE PLATE ISSUING STATE AND NUMBER; CAR MAKE, MODEL, YEAR, MILEAGE, COLOR AND NUMBER OF DOORS; RENTAL LOCATION;

BACKGROUND AND FINANCIAL INFORMATION; AND RENTAL HISTORY (INCLUDING CURRENT RENTAL AND DUE DATE). YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE CDP SPONSOR MAY PROVIDE PERSONAL INFORMATION ABOUT YOU TO HERTZ.

THE CAR MAY HAVE IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY AND RELATED SERVICES IN WHICH CASE, YOU UNDERSTAND THAT YOUR ACCESS AND USE OF THE CAR OR THE SERVICES ARE SUBJECT TO THE CAR, SERVICE PROVIDER'S OR DEVICE MANUFACTURER'S TERMS AND PRIVACY STATEMENT, WHICH MAY INCLUDE, AMONG OTHER TERMS, SERVICE LIMITATIONS, WARRANTY EXCLUSIONS, LIMITATIONS OF LIABILITY, WIRELESS SERVICE PROVIDER TERMS AND PRIVACY PRACTICES. IF YOU RENT A GENERAL MOTOR'S BRAND CAR (E.G., CHEVROLET, BUICK, GMC, CADILLAC), YOU AGREE TO THE CONNECTED VEHICLE USER TERMS, PRIVACY STATEMENT AND SOFTWARE TERMS AVAILABLE AT www.onstar.com.

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.

IN CALIFORNIA: ELECTRONIC SERVICE TECHNOLOGY INCLUDED IN THE CAR MAY BE ACTIVATED IF THE CAR IS NOT RETURNED WITHIN 72 HOURS AFTER THE CONTRACTED RETURN DATE OR EXTENSION OF THE RETURN DATE.

FOR RENTALS COMMENCING IN ARIZONA, IT IS REQUIRED BY LAW THAT YOU ACKNOWLEDGE YOUR UNDERSTANDING THAT IT WILL BE A VIOLATION OF ARIZONA STATUTES 131806 AND A CLASS 5 FELONY IF THE CAR IS NOT RETURNED WITHIN 72 HOURS OF THE DUE DATE AND TIME SPECIFIED ON THE RENTAL RECORD AND THAT YOU SHALL BE SUBJECT TO A MAXIMUM PENALTY NOT TO EXCEED US\$150,000 AND/OR IMPRISONMENT OF 2.5 YEARS. BY RENTING A CAR UNDER THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND UNDERSTAND THIS NOTICE.

FOR RENTALS COMMENCING IN MONTANA, THE MAXIMUM PUNISHMENT FOR FAILURE TO RETURN RENTED PROPERTY IS 10 YEARS IMPRISONMENT AND A FINE UP TO \$10,000.

FOR RENTALS COMMENCING IN UTAH, THE MAXIMUM PUNISHMENT IS A SECOND-DEGREE FELONY FOR THEFT FOR THEFT OF A RENTAL VEHICLE, PUNISHABLE UP TO 15 YEARS IMPRISONMENT AND A FINE UP TO \$10,000.

FOR RENTALS IN THE DISTRICT OF COLUMBIA, IT IS REQUIRED BY LAW THAT YOU BE NOTIFIED THAT IF YOU FAIL TO RETURN A RENTAL CAR IN ACCORDANCE WITH THIS AGREEMENT, IT MAY RESULT IN A CRIMINAL PENALTY OF UP TO THREE YEARS IN JAIL.

FOR RENTALS COMMENCING IN FLORIDA, FAILURE TO RETURN RENTAL PROPERTY OR EQUIPMENT UPON EXPIRATION OF THE RENTAL PERIOD AND FAILURE TO PAY ALL AMOUNTS DUE (INCLUDING COSTS FOR DAMAGE TO THE PROPERTY OR EQUIPMENT) ARE EVIDENCE OF ABANDONMENT OR REFUSAL TO REDELIVER THE PROPERTY, PUNISHABLE IN ACCORDANCE WITH §812.155, FLORIDA STATUTES.

FOR RENTALS COMMENCING IN VERMONT, NOTICE: **THE FAILURE TO RETURN A RENTED OR LEASED MOTOR VEHICLE WITHIN 72 HOURS AFTER THE DATE AND TIME SPECIFIED IN THE WRITTEN AGREEMENT WITHOUT EXTENDING THE DATE AND TIME IS A CRIME UNDER VERMONT LAW (13. V.S.A. §2592) AND MAY RESULT IN A CRIMINAL PENALTY OF UP TO FIVE YEARS IMPRISONMENT AND A \$5,000**

FINE, OR BOTH.

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

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 AND ITS MANUFACTURER 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 CHARGE FOR LOSS OF USE, REGARDLESS OF FLEET UTILIZATION. AS MORE GENERALLY PROVIDED IN PARAGRAPH 6, [HERTZ](#) MAY, WHERE PERMITTED UNDER APPLICABLE LAW, PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS AGAINST YOUR CREDIT, CHARGE OR DEBIT 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. AS OF June, 1, 2020, THE FOLLOWING LIMITATIONS EXIST. SHOULD THE LAWS IMPOSING THESE REGULATIONS BE REPEALED, THE PROVISIONS OF SUBPARAGRAPHS 4(a) AND 4(b) SHALL APPLY WITHOUT SUCH LIMITATIONS.

1. FOR RENTALS COMMENCING IN CALIFORNIA, (A) YOU ARE ONLY RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM COLLISION, ROLLOVER, THEFT OR VANDALISM, (B) YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR WILL IN NO EVENT EXCEED THE FAIR MARKET VALUE OF THE CAR AT THE TIME IT IS LOST OR DAMAGED, PLUS ACTUAL CHARGES FOR TOWING, STORAGE AND IMPOUND FEES, AND AN ADMINISTRATIVE CHARGE, (C) YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM VANDALISM UNRELATED TO THE THEFT OF THE CAR WILL NOT EXCEED US\$500 AND (D) YOU ARE NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THEFT UNLESS IT RESULTS FROM A FAILURE TO EXERCISE ORDINARY CARE BY YOU OR ANY AUTHORIZED OPERATOR.

2. . FOR RENTALS COMMENCING IN ILLINOIS, FOR A CAR WITH AN MSRP OF \$50,000 OR LESS, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE DUE TO THEFT WILL NOT EXCEED \$17,000 THROUGH MAY 31, 2025 (INCREASING BY \$500 EACH JUNE 1) FOR A CAR WITH AN MSRP OF MORE THAN \$50,000, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE DUE TO THEFT, WILL NOT EXCEED \$54,000 THROUGH SEPTEMBER 30, 2024 (INCREASING BY \$1,000 EACH OCTOBER 1). THE FOREGOING CAPS APPLY 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.

3. FOR RENTALS 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 THE 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 THE DAMAGE, AND (4) AN ADMINISTRATIVE CHARGE.

4. FOR RENTALS 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, AN ADMINISTRATIVE CHARGE AND A REASONABLE CHARGE FOR LOSS OF USE, REGARDLESS OF FLEET UTILIZATION; (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.

5. FOR RENTALS COMMENCING IN NEW YORK: NOTICE: THIS CONTRACT OFFERS. FOR AN ADDITIONAL CHARGE, OPTIONAL VEHICLE PROTECTION TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE OR LOSS TO THE RENTAL VEHICLE. THE PURCHASE OF OPTIONAL VEHICLE PROTECTION IS OPTIONAL AND MAY BE DECLINED. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO PURCHASE THIS PROTECTION IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR AUTOMOBILE INSURANCE POLICY. BEFORE DECIDING WHETHER TO PURCHASE OPTIONAL VEHICLE PROTECTION, YOU MAY WISH TO DETERMINE WHETHER YOUR CREDIT CARD OR YOUR VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF DEDUCTIBLE UNDER SUCH COVERAGE.

6. FOR RENTALS COMMENCING IN NEW YORK: (A) YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR WILL NOT EXCEED THE LESSER OF (1) THE ACTUAL AND REASONABLE COSTS INCURRED BY [HERTZ](#) TO REPAIR THE CAR OR WHICH [HERTZ](#) WOULD HAVE INCURRED IF THE CAR WAS REPAIRED, WHICH SHALL REFLECT ANY DISCOUNTS, PRICE REDUCTIONS OR ADJUSTMENTS AVAILABLE TO HERTZ; OR (2) THE FAIR MARKET VALUE OF THE CAR AT THE TIME THE CAR IS LOST OR DAMAGED, LESS ANY NET DISPOSAL PROCEEDS. "ACTUAL AND REASONABLE COSTS" MEANS THE REPAIR PRICE REDUCED BY ALL DISCOUNTS PAID BY [HERTZ](#) TO THE REPAIRER OF THE CAR, INCLUDING COSTS FOR TOWING, STORAGE AND IMPOUND FEES. (B) YOU WILL NOT BE RESPONSIBLE FOR DAMAGES INCURRED BY [HERTZ](#) FOR THE LOSS OF USE OF THE CAR, RELATED ADMINISTRATIVE CHARGES, OR AMOUNTS THAT [HERTZ](#) RECOVERS FROM ANY OTHER PARTY. (C) YOU ARE NOT RESPONSIBLE FOR MECHANICAL DAMAGE UNRELATED TO AN ACCIDENT OR THAT COULD REASONABLY BE EXPECTED FROM NORMAL USE OF THE CAR EXCEPT IN INSTANCES WHERE ABUSE OR NEGLIGENCE BY YOU OR AN AUTHORIZED OPERATOR IS SHOWN. (D) YOU WILL NOT BE LIABLE FOR LOSS DUE TO THEFT OF THE CAR UNLESS IT IS ESTABLISHED THAT YOU OR AN AUTHORIZED OPERATOR FAILED TO EXERCISE REASONABLE CARE OR COMMITTED, OR AIDED AND ABETTED IN THE COMMISSION

OF, THE THEFT OF THE CAR. (E) IF THE CAR IS RETURNED WITH DAMAGE, THEN, WITHIN 72 HOURS AFTER THE CAR IS RETURNED, YOU, ANY AUTHORIZED OPERATOR OR YOUR OR HIS OR HER INSURER MUST NOTIFY [HERTZ](#) THAT YOU, HE, SHE OR IT WISHES TO INSPECT THE DAMAGED CAR OR THE RIGHT TO INSPECT THE DAMAGED CAR WILL BE WAIVED. THE INSPECTION MUST BE COMPLETED WITHIN 7 DAYS OF THE RETURN DATE OF THE CAR. HOWEVER, IF [HERTZ](#) DETERMINES THE CAR TO BE A TOTAL LOSS AND SUBJECT TO SALVAGE, THE 72 HOUR PERIOD SHALL NOT APPLY AND YOU, ANY AUTHORIZED OPERATOR OR YOUR, HIS OR HER INSURER SHALL HAVE 10 BUSINESS DAYS TO INSPECT THE CAR FROM RECEIPT BY YOU FROM [HERTZ](#) OF A NOTICE OF YOUR OBLIGATION (OR THAT OF THE AUTHORIZED OPERATOR WHO WAS OPERATING THE CAR AT THE TIME THAT THE DAMAGE OCCURRED) TO EXECUTE AND RETURN TO [HERTZ](#) A COMPLETE AND ACCURATE INCIDENT REPORT DESCRIBING ANY PHYSICAL AND/OR MECHANICAL DAMAGE.

7. 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 IN NO EVENT 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 PURCHASED 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) BELOW. IF YOU HAVE PURCHASED 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 DAMAGES SUSTAINED BY THE CAR. IF YOU PURCHASE 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 PURCHASE 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 JURISDICTIONS WHERE THE SALE OF DAMAGE WAIVERS IS REGULATED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR. LDW ENTAILS AN ADDITIONAL CHARGE. ALL CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

THE PURCHASE OF LDW, PDW OR LLDW, WHICH ENTAILS AN ADDITIONAL DAILY CHARGE, AND 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 AND LLDW AND THE ESTIMATED TOTAL CHARGE FOR LDW, PDW AND LLDW FOR

YOUR RENTAL PRIOR TO PURCHASING LDW. 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 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.

FOR RENTALS COMMENCING IN NEW YORK: FOR RENTALS OF TWO OR MORE DAYS, YOU MAY VOID LDW AT NO CHARGE WITHIN 24 HOURS OF PURCHASE PROVIDED YOU: (i) APPEAR IN PERSON WITH THE CAR AT ANY [HERTZ](#) BRANCH TOGETHER WITH THE CAR FOR INSPECTION; AND (ii) SIGN A CANCELLATION FORM. AFTER 24 HOURS OF PURCHASE, YOU MAY VOID LDW PROVIDED YOU (i) APPEAR IN PERSON WITH THE CAR AT ANY [HERTZ](#) BRANCH TOGETHER WITH THE CAR FOR INSPECTION; (ii) VOID LDW IN WRITING AND (iii) PAY THE LDW CHARGES FOR ALL FULL OR PARTIAL RENTAL DAYS LDW WAS IN EFFECT.

e. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE FOLLOWING WILL VOID LDW, PDW AND LLDW AND CAUSE YOU TO BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR: (1) ANY VIOLATION OF THE RENTAL AGREEMENT, INCLUDING WITHOUT LIMITATION ANY USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5, (2) FAILURE TO REPORT ANY ACCIDENT, THEFT, VANDALISM, AND DAMAGE RELATING TO THE CAR OR FAILURE TO COOPERATE WITH THE INVESTIGATION OF SUCH INCIDENTS AS REQUIRED IN PARAGRAPH 12, AND (3) FAILURE TO PAY ANY AMOUNTS OWED TO [HERTZ](#) IN CONNECTION WITH YOUR RENTAL (INCLUDING WITHOUT LIMITATION ANY DEDUCTIBLE APPLICABLE TO AN LDW, PDW, LLDW OR OTHER PRODUCT). FOR PURPOSES OF CLARITY, THE PURCHASE OF LDW, PDW, LLDW OR ANY OTHER PRODUCT WILL NOT ELIMINATE YOUR RESPONSIBILITY FOR THE COSTS OF ANY CLEANING OF THE CAR IN EXCESS OF HERTZ'S STANDARD CLEANING.

FOR RENTALS COMMENCING IN CALIFORNIA, IF YOU HAVE PURCHASED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES: (i) DAMAGE OR LOSS RESULTS FROM (A) INTENTIONAL, WILLFUL, WANTON OR RECKLESS MISCONDUCT OF YOU OR AN AUTHORIZED OPERATOR, (B) OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAWS OF THE STATE IN WHICH THE LOSS OR DAMAGE OCCURS (IN CALIFORNIA, THE APPLICABLE LAW IS SECTION 23152 OF THE CALIFORNIA VEHICLE CODE), (C) YOU OR AN AUTHORIZED OPERATOR USING THE CAR TO TOW OR PUSH ANYTHING, OR (D) OPERATION OF THE CAR ON AN UNPAVED ROAD BY YOU OR AN AUTHORIZED OPERATOR IF THE DAMAGE OR LOSS IS A DIRECT RESULT OF THE ROAD OR DRIVING CONDITIONS; (ii) DAMAGE OR LOSS OCCURS WHILE THE CAR IS (A) USED FOR COMMERCIAL HIRE, (B) USED IN CONNECTION WITH CONDUCT THAT COULD BE PROPERLY CHARGED AS A FELONY, (C) INVOLVED IN A SPEED TEST OR CONTEST OR IN DRIVER TRAINING ACTIVITY, (D) OPERATED BY A PERSON OTHER THAN YOU OR AN AUTHORIZED OPERATOR, OR (E) OPERATED OUTSIDE OF THE UNITED STATES OR CANADA,

UNLESS YOU HAVE FIRST OBTAINED SPECIFIC WRITTEN PERMISSION TO DO SO FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD IN HERTZ' SOLE DISCRETION; OR (iii) IF YOU OR ANY AUTHORIZED OPERATOR HAS (A) PROVIDED FRAUDULENT INFORMATION TO [HERTZ](#) OR (B) PROVIDED FALSE INFORMATION AND [HERTZ](#) WOULD NOT HAVE RENTED THE CAR IF IT HAD INSTEAD RECEIVED TRUE INFORMATION.

FOR RENTALS COMMENCING IN IOWA, IF YOU HAVE PURCHASED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES:

(i) THE LOSS OR DAMAGE IS INTENTIONALLY CAUSED BY, OR IS A RESULT OF THE WILLFUL, ABUSIVE, RECKLESS OR WANTON MISCONDUCT OF, YOU OR AN AUTHORIZED OPERATOR; (ii) THE LOSS OR DAMAGE ARISES OUT OF THE OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR WHILE INTOXICATED OR UNDER THE INFLUENCE OF A DRUG; (iii) THE LOSS OR DAMAGE IS CAUSED WHILE YOU OR AN AUTHORIZED OPERATOR IS ENGAGED IN A RACE, TRAINING ACTIVITY, CONTEST OR USE OF THE CAR FOR AN ILLEGAL PURPOSE; (iv) THE RENTAL AGREEMENT IS BASED ON FALSE OR MISLEADING INFORMATION SUPPLIED BY YOU OR AN AUTHORIZED OPERATOR; (v) THE LOSS OR DAMAGE IS CAUSED BY OPERATING THE CAR OTHER THAN ON REGULARLY MAINTAINED HARD SURFACE ROADWAYS, INCLUDING PRIVATE DRIVEWAYS AND PARKING LOTS; (vi) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR TO TRANSPORT PERSONS OR PROPERTY FOR HIRE OR TO PUSH OR TOW ANYTHING; (vii) THE LOSS OR DAMAGE OCCURS WHILE THE CAR IS OPERATED BY A DRIVER OTHER THAN YOU OR AN AUTHORIZED OPERATOR; (viii) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR OUTSIDE THE UNITED STATES OR CANADA WITHOUT FIRST OBTAINING SPECIFIC WRITTEN PERMISSION FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD IN HERTZ' SOLE DISCRETION; OR (ix) THE LOSS OR DAMAGE IS ATTRIBUTABLE TO THEFT WHICH OCCURS WITH THE PRIOR KNOWLEDGE OR KNOWING PARTICIPATION OF YOU OR AN AUTHORIZED OPERATOR, OR WHICH IS ATTRIBUTABLE TO YOU OR AN AUTHORIZED OPERATOR LEAVING THE CAR UNATTENDED WITH THE KEYS IN THE CAR.

FOR RENTALS COMMENCING IN MINNESOTA, IF YOU HAVE PURCHASED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES:

(i) YOU OR AN AUTHORIZED OPERATOR ENGAGE IN ANY WILLFUL OR WANTON MISCONDUCT, WHICH AMONG OTHER THINGS, MAY INCLUDE RECKLESS CONDUCT SUCH AS: THE FAILURE TO USE SEATBELTS, USE WHEN OVERLOADED, CARRYING PERSONS OR PROPERTY FOR HIRE, OFF PAVED ROADS, OR LEAVING THE CAR AND FAILING TO REMOVE THE KEYS OR CLOSE AND LOCK ALL DOORS, CAR WINDOWS OR THE TRUNK AND THE CAR IS VANDALIZED OR STOLEN; (ii) THE DAMAGE OR LOSS DIRECTLY RESULTS FROM OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR WHILE LEGALLY INTOXICATED OR UNDER THE INFLUENCE OF ANY ILLEGAL DRUG AS DEFINED OR DETERMINED UNDER THE LAW OF THE STATE WHERE THE LOSS OR DAMAGE OCCURRED; (iii) THE DAMAGE OR LOSS DIRECTLY RESULTS FROM YOUR OR AN AUTHORIZED OPERATOR TOWING OR PUSHING ANYTHING WITH THE CAR; (iv) THE DAMAGE OR LOSS RESULTS WHILE THE CAR IS BEING USED FOR COMMERCIAL HIRE; (v) THE DAMAGE OR LOSS OCCURS OUT OF THE USE OF THE CAR WHILE COMMITTING OR OTHERWISE ENGAGED IN A CRIMINAL ACT IN WHICH THE CAR'S USAGE IS SUBSTANTIALLY RELATED TO THE NATURE OF THE CRIMINAL ACTIVITY (FOR THIS

EXCLUSION TO APPLY, THE CRIMINAL ACTIVITY MUST BE CLASSIFIED AS A FELONY UNDER THE LAWS OF THE STATE WHICH THE CRIMINAL ACTIVITY OCCURS); (vi) THE DAMAGE OR LOSS OCCURS WHILE THE CAR IS INVOLVED IN A SPEED TEST OR SPEED CONTEST OR IN DRIVER TRAINING ACTIVITY; (vii) THE DAMAGE OR LOSS OCCURS WHILE THE CAR IS OPERATED OUTSIDE THE UNITED STATES OR CANADA, EXCEPT AS EXPRESSLY PERMITTED UNDER THIS AGREEMENT; (viii) THE DAMAGE OR LOSS OCCURS TO A CAR IF YOU PROVIDED FRAUDULENT OR FALSE INFORMATION AND **HERTZ** WOULD NOT HAVE RENTED THE CAR IF IT HAD RECEIVED TRUE INFORMATION; OR (ix) THE DAMAGE OR LOSS OCCURS WHILE THE CAR IS OPERATED BY AN UNAUTHORIZED OPERATOR.

FOR RENTALS COMMENCING IN NEVADA, IF YOU HAVE PURCHASED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES:

(i) DAMAGE OR LOSS RESULTING FROM (A) THE INTENTIONAL, WILLFUL, WANTON OR RECKLESS CONDUCT OF YOU OR AN AUTHORIZED OPERATOR, (B) OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR WHILE UNDER THE INFLUENCE 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), (C) YOU OR AN AUTHORIZED OPERATOR USING THE CAR TO TOW OR PUSH ANYTHING, OR (D) OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR ON AN UNPAVED

ROAD IF THE DAMAGE OR LOSS IS A DIRECT RESULT OF THE ROAD OR DRIVING CONDITIONS; (ii) DAMAGE OR LOSS OCCURRING WHEN THE CAR IS (A) USED FOR HIRE, (B) USED IN CONNECTION WITH CONDUCT THAT CONSTITUTES A FELONY, (C) INVOLVED IN A SPEED TEST OR CONTEST OR IN DRIVER TRAINING ACTIVITY, (D) OPERATED BY A PERSON OTHER THAN YOU OR AN AUTHORIZED OPERATOR, OR (E) OPERATED OUTSIDE OF THE UNITED STATES OR CANADA, UNLESS YOU HAVE FIRST OBTAINED SPECIFIC WRITTEN PERMISSION TO DO SO FROM **HERTZ**, WHICH PERMISSION MAY BE WITHHELD IN **HERTZ**' SOLE DISCRETION; OR (iii) 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 INFORMATION.

FOR RENTALS COMMENCING IN NEW YORK, IF YOU HAVE PURCHASED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES: (i) THE LOSS OR DAMAGE IS CAUSED INTENTIONALLY OR AS A RESULT OF WILLFUL, WANTON OR RECKLESS CONDUCT OF THE DRIVER; (ii) THE LOSS OR DAMAGE ARISES OUT OF THE DRIVER'S OPERATION OF THE CAR WHILE INTOXICATED OR IMPAIRED BY THE USE OF ALCOHOL OR DRUGS; (iii) **HERTZ ENTERED INTO THE RENTAL TRANSACTION BASED ON FRAUDULENT OR MATERIALLY FALSE INFORMATION SUPPLIED BY YOU OR AN AUTHORIZED OPERATOR; (iv) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR WHILE ENGAGED IN THE COMMISSION OF A CRIME OTHER THAN A TRAFFIC INFRACTION; (v) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR TO CARRY PERSONS OR PROPERTY FOR HIRE, TO PUSH OR TOW ANYTHING, WHILE ENGAGED IN A SPEED CONTEST, OPERATING OFF ROAD, OR FOR DRIVER'S TRAINING; (vi) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR BY A PERSON OTHER THAN YOU, AN AUTHORIZED OPERATOR, A**

DULY LICENSED PARENT, PARENT IN LAW OR CHILD OF YOURS OVER THE AGE OF 18 WHO PERMANENTLY RESIDES IN THE SAME HOUSEHOLD AS YOU, OR A PARKING VALET OR PARKING GARAGE ATTENDANT FOR COMPENSATION AND IN THE NORMAL COURSE OF EMPLOYMENT; (vii) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR OUTSIDE OF THE UNITED STATES OR CANADA WITHOUT FIRST OBTAINING SPECIFIC WRITTEN PERMISSION FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD IN HERTZ' SOLE DISCRETION; OR (viii) YOU OR AN AUTHORIZED OPERATOR HAS FAILED TO COMPLY WITH THE REQUIREMENTS FOR REPORTING DAMAGE OR LOSS AS SET FORTH IN SUBDIVISION 5 OF SECTION 396-z OF THE NEW YORK GENERAL BUSINESS LAW.

f. YOU MAY, AT THE COMMENCEMENT OF A RENTAL, BE GIVEN ADDITIONAL DISCLOSURES PERTINENT TO YOUR DECISION WHETHER TO PURCHASE OR DECLINE LDW IN THE JURISDICTION IN WHICH THE RENTAL COMMENCES. THESE ADDITIONAL DISCLOSURES MAY APPEAR ON YOUR RENTAL RECORD OR IN A SEPARATE NOTICE. YOU SHOULD READ THESE DISCLOSURES CAREFULLY PRIOR TO COMMENCEMENT OF THE RENTAL.

g. YOU GRANT [HERTZ](#) A LIMITED POWER OF ATTORNEY TO PRESENT CLAIMS FOR DAMAGE TO OR LOSS OF THE CAR TO YOUR INSURANCE CARRIER. FOR RENTALS WHICH COMMENCE IN NEW MEXICO OR NEW YORK, IF SUCH COVERAGE EXISTS UNDER YOUR AUTOMOBILE INSURANCE POLICY, YOU MAY REQUIRE THAT [HERTZ](#) SUBMIT ANY CLAIMS TO YOUR INSURANCE CARRIER AS YOUR AGENT.

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 AGREEMENT;
- 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, RECHARGING AN ELECTRIC VEHICLE USING NON-CERTIFIED OR INCOMPATIBLE CHARGING ADAPTERS OR OTHER EQUIPMENT, 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 OR ANY DIRECT OR INDIRECT ACT OF TERRORISM INVOLVING THE CAUSING OR THREATENING OF HARM OF WHATEVER NATURE AND BY WHATEVER MEANS MADE OR CLAIMED TO BE MADE IN WHOLE OR PART FOR POLITICAL, RELIGIOUS, IDEOLOGICAL OR SIMILAR PURPOSE;

3. TO TOW OR PUSH ANYTHING OR ALLOW THE CAR TO BE TOWED WITHOUT HERTZ'S EXPRESS PERMISSION;

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 SPECIFICALLY 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 MATERIALS USED IN THE OPERATION OF THE CAR THAT ARE STORED WITHIN THE CONTAINERS PROVIDED FOR THEM), EXPLOSIVES, BIOLOGICALLY ACTIVE MATERIALS THAT ARE HAZARDOUS TO HUMAN HEALTH OR RADIOACTIVE MATERIAL INCLUDING, BUT NOT LIMITED TO, ANY BIOLOGICALLY ACTIVE OR RADIOACTIVE MATERIAL FOR RESEARCH, EDUCATION, DEVELOPMENT 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

g. FOR RENTALS IN PUERTO RICO OR ST. THOMAS, TAKE OR ATTEMPT TO TAKE THE CAR OFF THE ISLAND OF RENTAL.

ANY VIOLATION OF THE RENTAL AGREEMENT, INCLUDING 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 PURCHASED LDW;

ii. TO THE EXTENT PERMITTED BY APPLICABLE LAW, VOID PERSONAL ACCIDENT INSURANCE ("PAI") AND PERSONAL EFFECTS COVERAGE ("PEC"), LIABILITY INSURANCE SUPPLEMENT ("LIS") COVERAGE, AND ANY LIABILITY PROTECTION 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' RELATED COSTS AND ATTORNEYS' FEES.

6. PAYMENT OF CHARGES

You and any person, corporation or other entity to whom, with Hertz' 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 (or cheque) used for payment of Charges that is returned to [Hertz](#) unpaid or for any credit, charge, debit or stored value/prepaid/gift card charges which are not honored by the card issuer.

Payment for all Charges is due in cash or by a credit card, charge card, debit card or other device acceptable to Hertz and [Hertz](#) may charge the amount owed on the credit card, charge card, debit card or other device at any time during the rental or at the completion of the rental; 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 rental and agree to permit [Hertz](#) to bill Charges to that card. By providing a form of payment, You authorize Hertz, our successors, assigns and agents to, from time to time, perform one or more checks on Your credit and /or other data sources that identify risk associated with a rental of the Car by You and/or your ability to pay the charges associated with a rental. [Hertz](#) may take action based on any such checks including without limitation declining to rent based on this information. Stored value/prepaid/gift cards are not, and debit 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, as well as charges for damage to the vehicle which occur during 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 card presented at the time of rental, even if cash, another credit, charge or debit card or 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 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 AUTHORIZATION 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 THE 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 RELEASES 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 or debit card, You authorize [Hertz](#) to correct the Charges with the card issuer.

Hertz may from time-to-time issue prepaid vouchers, coupons represented either by documents or by entries in Hertz' 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 29 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' OTHERWISE APPLICABLE RENTAL RATES WILL BE CHARGED. Any changes to your agreed upon return time, date, or location may result in a change to your quoted estimated rate total and the daily or hourly rate. Prices on Hertz' website are only valid for those customers booking from a source country in which they officially reside. If a rate is booked from a source country in which You do not reside, it will be considered a fraudulent booking and Hertz maintains the right to cancel such reservation and not provide a refund. Although Hertz attempts to ensure all Hertz prices quoted on booking channels are accurate, errors may sometimes occur. Hertz will inform You as soon as possible if Hertz discovers an error in the price of your reservation and give You the opportunity to confirm booking at the correct price or cancel. If You cancel and You have already paid for your rental, You will receive a full refund. If Hertz is unable to contact You, Hertz will treat your reservation as cancelled.

b. 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 in excess of the number of miles allowed, as specified on the Rental Record. The result is the mileage Charge.

c. A SERVICE CHARGE may be applied if You return the Car to any location other than the location from which it is rented.

d. LDW, PERS, PAI/PEC 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.

e. 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 at the rates specified on the Rental Record or as otherwise required by applicable law.

f. TOLL, PARKING & TRAFFIC OCCURRENCES/VIOLATIONS: YOU WILL BE RESPONSIBLE FOR AND PAY ALL TOLL OCCURRENCES, ALL PARKING (INCLUDING PRIVATE OPERATED PARKING FACILITIES), TRAFFIC AND TOLL FEES, COSTS, VIOLATIONS, OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUND 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 OR OTHERWISE. You authorized 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 Consolidated, LLC, PlatePass LLC, or any other vendor engaged by Hertz with respect to toll, parking and traffic occurrences (together with their affiliated entities, collectively, "TPT Vendor") for the exclusive purpose of processing and billing for unpaid fees from toll and parking occurrences (including fees and costs assessed by privately operated parking facilities and/or their agents), and any toll, parking or traffic violations, fines, penalties, and related fees or costs (and for TPT Vendor services, if utilized). You also agree to indemnify Hertz and/or TPT Vendor, if they pay same. You agree to pay, upon billing by Hertz or TPT Vendor, applicable service fees (typically up to \$42.00) and other fees related to such toll or parking occurrences (including fees and costs assessed by privately operated parking facilities and/or their agents) or toll, parking or traffic violations, fines, penalties and related fees or costs. You further agree that Hertz and/or TPT Vendor may provide information about You to a court, governmental agency, privately-owned or operated parking provider, or associated payment processor or debt collector for each unpaid toll or parking occurrence and any toll, parking traffic or other violations, fines, penalties, or citations incurred during Your rental. You further understand that Hertz and /or TPT Vendor may furnish information regarding You, including but not limited to Your name, address and driver's license number to the governmental agency, court, privately-owned or operated parking provider, or associated payment processor or debt collector responsible for issuing or enforcing unpaid toll or parking occurrences and toll, parking or other violations, fines, penalties or citations that You incur during Your rental. **For rentals throughout the U.S., including Hawaii: The amount of the service fee which You will be charged if Hertz or TPT Vendor 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.**

g. RECOVERY EXPENSE consists of all costs of any kind incurred by Hertz in recovering 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 and court costs.

h. COLLECTION EXPENSE consists of all third party, out-of-pocket 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, reimbursing Hertz for the fees incurred from retaining a third-party collection agency to collect debts owed by You. Where permitted by applicable law, certain third-party collection fees may be based on a percentage of the debt You owe, at a maximum of thirty-five percent (35%). Where permitted by applicable law, You further agree to reimburse Hertz for all other actual costs and expenses incurred by Hertz, including reasonable attorneys' fees and court costs and expenses incurred by Hertz, in such collection efforts. You agree that the costs collected pursuant to this Agreement are reasonable.

i. LATE PAYMENT FEES may be applied to any balance due for Charges that are not paid within 30 days of Hertz' mailing an invoice for such Charges to You or the person 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.

j. 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.

k. CHARGES FOR ADDITIONAL SERVICES, such as In car Navigation System, alternative GPS or other navigation systems, and infant and toddler car seats, if applicable, will be charged at the 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.

l. RETURN CHANGE FEE. A one-time Return Change Fee of \$10 will be applied if You desire to extend your rental more than 12 hours past the return date/time or return the Car to a different location. You must notify [Hertz of such a change](#) by calling 1-800-654-4174, by going online at www.hertz.com or utilizing the [Hertz](#) app at least 12 hours prior to your scheduled return date /time. Failure to notify Hertz of any change in your scheduled return date/time or location will result in a one-time fee of \$50 plus the cost of the rental based on the actual day and location of return. In addition, Rental rates are subject to increase if any change is made to your rental, including a change to extend the rental or changing the return location (drop fees may apply).

m. LATE RETURN FEE. Vehicles returned 30 minutes late or more are charged for an additional part or full day, depending on the time of return. For vehicles returned more than 12 hours late an additional charge of \$12 per day, up to a maximum of 5 days (\$60), will also be applied.

n. 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.

o. LOST/BROKEN GPS UNITS, CAR SEATS, ETC. If GPS units, Car Seats, or any other separately provided product is lost, stolen, or broken while on rent, You must notify Hertz, and You will be responsible for replacement, delivery, and service 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. 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. In some instances, in-vehicle technologies and telematics devices, including global positioning technology, may be used to confirm that the level of fuel in the Car is at least as much as it was in it when You received it.

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 refuel the vehicle during the rental but drive the vehicle less than 75 miles. To calculate this amount, [Hertz](#) multiplies the number of miles driven during the rental, 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 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 75 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 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 SERVICE 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.

IN CERTAIN INSTANCES, [HERTZ](#) EMPLOYS THE USE OF IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY, TO CALCULATE THE AMOUNT OF FUEL USED IF YOU DO NOT PURCHASE FUEL AT THE BEGINNING OF YOUR RENTAL AND CHOOSE TO RETURN THE CAR WITH LESS FUEL IN THE TANK THAN BEFORE YOU LEFT THE LOT. THE USE OF THESE IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY, IS NOT INTENDED TO BE AN ACCURATE MEASUREMENT OF THE AMOUNT OF FUEL IN THE TANK, BUT INSTEAD, IS A REPLACEMENT FOR AND/OR CONFIRMATION OF THE VISUAL ESTIMATE CONDUCTED BY MANUAL READ. ANY AMOUNT OF FUEL CHARGED IS LIMITED SOLELY TO THE ESTIMATE PROVIDED BY THESE

DEVICES, REGARDLESS OF THE AMOUNT OF FUEL IN THE CAR. YOU MAY ELECT FOR A "VISUAL CONFIRMATION" OF THE TELEMATICS ESTIMATE UPON RETURN OF THE CAR. FURTHER, YOU MAY ALWAYS OPT OUT OF THIS OPTION ALTOGETHER BY PURCHASING FUEL AT THE BEGINNING OF THE RENTAL.

9. ARBITRATION PROVISION AND CLASS ACTION WAIVER

THIS SECTION 9 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. PLEASE READ THIS SECTION AND THE REST OF THE AGREEMENT CAREFULLY. BY AGREEING TO THESE TERMS, YOU AND **HERTZ** AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION WITH LIMITED EXCEPTIONS. NEITHER PARTY WILL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. YOU HAVE THE RIGHT TO OPT-OUT OF THE ARBITRATION CLAUSE AND THE CLASS ACTION WAIVER AS EXPLAINED IN THIS SECTION 9.

1. THIS AGREEMENT REQUIRES ARBITRATION ON AN INDIVIDUAL BASIS. YOU AND **HERTZ** ARE WAIVING THE RIGHT TO SUE IN COURT, HAVE A TRIAL BY JURY, OR PROCEED ON A CLASS ACTION, REPRESENTATIVE, OR COLLECTIVE BASIS. BY ENTERING INTO THIS AGREEMENT, YOU AND **HERTZ** AGREE TO THIS ARBITRATION PROVISION.

2. PRE-ARBITRATION INFORMAL DISPUTE RESOLUTION. YOU AND **HERTZ** AGREE THAT IN THE EVENT OF ANY DISPUTE BETWEEN YOU AND **HERTZ**, WE WILL FIRST MEET TO CONFER TELEPHONICALLY OR VIA VIDEOCONFERENCE IN A GOOD FAITH EFFORT TO RESOLVE INFORMALLY ANY DISPUTE PRIOR TO ANY FORMAL PROCEEDING, INCLUDING AN ARBITRATION PROCEEDING. A PARTY INITIATING A DISPUTE WILL FIRST SEND A NOTICE OF DISPUTE TO THE OTHER PARTY WITH ITS INTENT TO INITIATE A CONFERENCE. THESE CONFERENCES SHALL OCCUR WITHIN 30 DAYS OF RECEIPT OF THE NOTICE OF DISPUTE. LEGAL COUNSEL FOR THE PARTY WHO INITIATED THE DISPUTE MAY REPRESENT THE PARTY AT THE CONFERENCE, BUT THE PARTY MUST ALSO ATTEND THE CONFERENCE. IF THE DISPUTE REMAINS UNRESOLVED WITHIN 60 DAYS OF NOTICE, EITHER PARTY MAY INITIATE FORMAL PROCEEDINGS. BOTH YOU AND **HERTZ** AGREE THAT THIS DISPUTE RESOLUTION PROCEDURE IS A CONDITION PRECEDENT WHICH MUST BE SATISFIED BEFORE INITIATING ANY ARBITRATION AGAINST THE OTHER PARTY.

3. ARBITRATION PROVISION. YOU AND **HERTZ** AGREE TO RESOLVE ALL DISPUTES ARISING BETWEEN US THROUGH FINAL AND BINDING ARBITRATION EXCEPT FOR DISPUTES (1) WITHIN THE JURISDICTION OF A SMALL CLAIMS COURT, (2) DISPUTES WHERE THE SOLE FORM OF RELIEF IS INJUNCTIVE RELIEF, AND (3) DISPUTES RELATING TO THE ENFORCEMENT OR VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY.

THE FEDERAL ARBITRATION ACT ("FAA") GOVERNS THE ENFORCEMENT AND INTERPRETATION OF THE ARBITRATION PROVISIONS. HOWEVER, THE ARBITRATOR WILL APPLY APPLICABLE SUBSTANTIVE LAW CONSISTENT WITH THE FAA AND THE APPLICABLE STATUTE OF LIMITATIONS OR CONDITION PRECEDENT TO SUIT.

4. OPT-OUT. YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT BY NOTIFYING US WITHIN 30 DAYS AFTER YOU FIRST ACCEPT THE TERMS OR FOR EXISTING LOYALTY MEMBERS, WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE UPDATED TERMS. TO OPT OUT, PLEASE EMAIL US AT NO.ARBITRATION@HERTZ.COM OR MAIL TO THE **HERTZ** CORPORATION, 8501 WILLIAMS ROAD, ESTERO,

FL 33928, ATTN: LEGAL DEPARTMENT. INCLUDE YOUR NAME, ADDRESS, PHONE NUMBER, EMAIL ADDRESS, RENTAL AGREEMENT NUMBER (IF APPLICABLE), 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.

5. AUTHORITY OF ARBITRATOR AND PROCEDURE. THE ARBITRATOR SHALL HAVE THE EXCLUSIVE AUTHORITY TO DECIDE DISPUTES REGARDING HIS OR HER OWN JURISDICTION, AND ANY OBJECTIONS WITH RESPECT TO THE EXISTENCE, ENFORCEABILITY, SCOPE, OR VALIDITY OF THIS ARBITRATION PROVISION. ONLY A COURT OF COMPETENT JURISDICTION, NOT AN ARBITRATOR, SHALL HAVE THE AUTHORITY TO DECIDE (1) ALL DISPUTES ARISING OUT OF OR RELATING TO SECTION 9.7, INCLUDING ANY CLAIM THAT ALL OR PART OF SECTION 9.7 IS UNENFORCEABLE, ILLEGAL, VOID OR VOIDABLE, OR THAT SECTION 9.7 HAS BEEN BREACHED; (2) EXCEPT AS EXPRESSLY CONTEMPLATED IN SECTION 9.7, ALL DISPUTES ABOUT THE PAYMENT OF ARBITRATION FEES; (3) ALL DISPUTES ABOUT WHETHER EITHER PARTY HAS SATISFIED ANY CONDITION PRECEDENT TO ARBITRATION; AND (4) ALL DISPUTES ABOUT WHICH VERSION OF THE ARBITRATION AGREEMENT APPLIES.

6. AAA RULES GOVERN DISPUTES. THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) WILL ADMINISTER ANY ARBITRATION PURSUANT TO ITS CONSUMER ARBITRATION RULES (THE “RULES”), INCLUDING ANY SUPPLEMENTARY PROCEDURES AVAILABLE FOR CONSUMER-RELATED DISPUTES AT THE TIME. YOU CAN OBTAIN THE RULES AT WWW.ADR.ORG. TO THE EXTENT THAT THERE IS ANY DIFFERENCE BETWEEN THIS AGREEMENT AND THE AAA RULES, THIS AGREEMENT CONTROLS THE PARTIES’ DISPUTE. YOU OR WE 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 (2) COPIES OF THE DEMAND TO AAA. THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS UNLESS OTHERWISE AGREED. THE ARBITRATION PROCEEDING WILL NOT BE CONSOLIDATED WITH ANY OTHER MATTERS OR JOINED WITH ANY OTHER CASES OR PARTIES, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.7. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO GRANT MOTIONS DISPOSITIVE OF ALL OR PART OF ANY DISPUTE. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF AS WELL AS MONETARY RELIEF. THE ARBITRATOR SHALL ISSUE A WRITTEN AWARD AND STATEMENT OF DECISION DESCRIBING THE ESSENTIAL FINDINGS AND CONCLUSIONS ON WHICH THE AWARD IS BASED, INCLUDING THE CALCULATION OF ANY DAMAGES AWARDED. THE AWARD OF THE ARBITRATOR IS FINAL AND BINDING UPON YOU AND US. AN ARBITRATION AWARD AND ANY JUDGMENT APPLIES ONLY TO THE SPECIFIC PARTIES IN THAT CASE AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF. JUDGMENT ON THE ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION.

7. COORDINATED OR MASS ARBITRATIONS. IF YOU FILE A CLAIM IN ARBITRATION THAT IS SIMILAR TO THOSE OF AT LEAST 25 OTHER CLAIMANTS (I.E., THE CLAIMS ARE BASED UPON THE SAME OR SIMILAR FACTS, EVENTS, OR LEGAL CLAIMS), AND IF YOU AND THOSE OTHER CLAIMANTS ARE REPRESENTED BY THE SAME LAWYERS, OR BY LAWYERS WHO ARE COORDINATING WITH EACH OTHER, YOU AND WE AGREE THAT THESE CLAIMS WILL BE CONSIDERED “RELATED CASES.” FOR RELATED CASES, THE AAA SHALL (1) ADMINISTER THE ARBITRATION DEMANDS IN BATCHES OF 100 ARBITRATION NOTICES PER BATCH (PLUS, TO THE EXTENT THERE ARE LESS THAN 100 ARBITRATION NOTICES LEFT OVER AFTER THE BATCHING DESCRIBED ABOVE, A FINAL BATCH CONSISTING OF THE REMAINING ARBITRATION

NOTICES), OR IN A SINGLE BATCH IF THERE ARE FEWER THAN 100 ARBITRATION NOTICES IN TOTAL; (2) APPOINT ONE ARBITRATOR FOR EACH BATCH; (3) ADMINISTER THE BATCHES CONCURRENTLY; AND (4) PROVIDE FOR THE RESOLUTION OF EACH BATCH AS A SINGLE CONSOLIDATED ARBITRATION WITH ONE SET OF FILING AND ADMINISTRATIVE FEES DUE PER SIDE PER BATCH, ONE PROCEDURAL CALENDAR, ONE HEARING (IF ANY) IN A PLACE TO BE DETERMINED BY THE ARBITRATOR, AND ONE FINAL AWARD. ARBITRATION AWARDS IN ONE BATCH OF ARBITRATION DEMANDS SHALL HAVE NO PRECEDENTIAL EFFECT ON OTHER RELATED ADMINISTERED BATCHES.

8. CLASS ACTION WAIVER. WAIVER OF RIGHT TO BRING CLASS ACTION AND REPRESENTATIVE CLAIMS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND **HERTZ** EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM, OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). YOU AND **HERTZ** AGREE TO WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION. YOU AND **HERTZ** EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM.

9. SEVERABILITY. EXCEPT WITH RESPECT TO SECTIONS 9.7 OR 9.8, IF ANY PART OF THE ARBITRATION PROVISION IS UNENFORCEABLE, THEN THE REMAINING PROVISIONS WILL CONTINUE TO APPLY. IF SECTIONS 9.7 OR 9.8 ARE LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID.

10. VENUE AND CHOICE OF LAW. IF THIS ARBITRATION PROVISION IS DEEMED NOT TO APPLY BY A COURT OF COMPETENT JURISDICTION, THE PARTIES IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE LAWS OF THE STATE OF FLORIDA. THE PARTIES FURTHER AGREE TO THE PERSONAL JURISDICTION BY AND VENUE IN THE STATE AND FEDERAL COURTS IN LEE COUNTY, FLORIDA, AND WAIVE ANY OBJECTION TO SUCH JURISDICTION OR VENUE.

10. RESPONSIBILITY FOR PROPERTY

YOU AGREE THAT **HERTZ** IS NOT RESPONSIBLE TO YOU, ANY AUTHORIZED OPERATORS OR ANYONE ELSE FOR ANY LOSS OF OR DAMAGE TO YOUR OR THEIR PERSONAL PROPERTY CAUSED BY YOUR OR THEIR ACTS OR OMISSIONS, THOSE OF ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY **HERTZ**' NEGLIGENCE. YOU AND ANY AUTHORIZED OPERATORS HEREBY WAIVE ANY CLAIM AGAINST **HERTZ**, ITS AGENTS OR EMPLOYEES, 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**' PREMISES, CAUSED BY YOU OR ANY AUTHORIZED OPERATOR, BY ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY **HERTZ**' 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.

11. LIABILITY PROTECTION

THE FOLLOWING SUBPARAGRAPH (a) APPLIES IF THE PROVISIONS OF YOUR CDP NUMBER OR RATE PLAN SHOWN ON THE RENTAL RECORD, IF ANY, INCLUDE THE EXTENSION BY [HERTZ](#) OF LIABILITY PROTECTION. SUBPARAGRAPH a. ALSO APPLIES TO RENTALS COMMENCING IN THOSE U.S. JURISDICTIONS WHICH HAVE LAWS WHICH REQUIRE THAT CAR RENTAL COMPANIES PROVIDE PRIMARY LIABILITY PROTECTION, OR, IN THE CASE OF A REPLACEMENT RENTAL, THE APPLICABLE CONTRACT, IF ANY, BETWEEN [HERTZ](#) AND THE AUTOMOBILE INSURER WHICH IS RESPONSIBLE FOR THE DAMAGE TO OR LOSS OF YOUR VEHICLE (A "RESPONSIBLE INSURER"), INCLUDE THE EXTENSION BY [HERTZ](#) OF LIABILITY PROTECTION AND YOU HAVE PAID FOR SUCH LIABILITY PROTECTION.

a. WITHIN THE LIMITS STATED IN THIS SUBPARAGRAPH, [HERTZ](#) WILL INDEMNIFY, 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 OPERATORS' FAMILY 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 PERMITTED 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. 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 MOTORIST," "SUPPLEMENTARY NO FAULT" OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, [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](#) warrants 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 OR PROPERTY DAMAGE CAUSED BY OR ARISING FROM THE USE OR OPERATION OF THE CAR DURING THE RENTAL (THIRD-PARTY CLAIMS). YOU REPRESENT AND WARRANT THAT YOUR INSURANCE IS SUFFICIENT TO SATISFY THE MINIMUM APPLICABLE FINANCIAL RESPONSIBILITY 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 CAUSED BY OR ARISING OUT OF THE USE OR OPERATION OF THE CAR DURING THE RENTAL PLUS COSTS AND ATTORNEYS' FEES. UNLESS REQUIRED BY LAW, **HERTZ** DOES NOT PROVIDE ANY "UNINSURED" OR "UNDERINSURED" MOTORIST PROTECTION, PHYSICAL DAMAGE PROTECTION FOR THE CAR, "NO-FAULT" OR OTHER OPTIONAL PROTECTION IN CONNECTION WITH THE RENTAL AND **HERTZ** AND YOU HEREBY WAIVE AND REJECT, TO THE EXTENT PERMITTED BY LAW, INCLUSION OF SUCH PROTECTION. WHERE **HERTZ** IS REQUIRED BY LAW TO PROVIDE ANY PROTECTION IN SPITE OF THIS AGREEMENT, SUCH PROTECTION SHALL BE SECONDARY OVER AND ABOVE ANY OTHER POLICIES (WHETHER PRIMARY OR EXCESS), IN AN AMOUNT NOT TO EXCEED THE MINIMUM STATUTORY FINANCIAL RESPONSIBILITY LIMITS OF THE JURISDICTION IN WHICH 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' 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 includes the extension by **Hertz** of liability protection or You purchase 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 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**' SOLE NEGLIGENCE.

FOR RENTALS COMMENCING IN MARYLAND EFFECTIVE JANUARY 1, 2020: ON REPLACEMENT VEHICLE RENTALS, YOUR INSURANCE OR THE INSURANCE OF THE OPERATOR OF THE CAR WILL BE PRIMARY INSURANCE FOR THE CAR ON A REPLACEMENT RENTAL AND ANY LIABILITY PROTECTION PROVIDED BY **HERTZ WILL BE SECONDARY UNLESS YOUR CDP NUMBER OR RATE PLAN INCLUDES THE EXTENSION BY **HERTZ** OF LIABILITY PROTECTION OR YOU PURCHASE OPTIONAL LIS. PRIMARY INSURANCE MEANS THAT, IN THE EVENT OF A 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 LIMIT OF THAT INSURANCE.**

FOR RENTALS COMMENCING IN MARYLAND EFFECTIVE JANUARY 1, 2020: EXCEPT FOR COVERAGE PROVIDED BY THE MARYLAND AUTOMOBILE INSURANCE FUND, WITH RESPECT TO A RENTAL VEHICLE THAT IS NOT A REPLACEMENT VEHICLE, YOUR INSURANCE OR THE INSURANCE OF THE OPERATOR OF THE CAR WILL BE PRIMARY INSURANCE FOR THE CAR ON **HERTZ' CONFIRMATION WITH YOUR INSURANCE CARRIER OR THE INSURANCE CARRIER OF THE OPERATOR OF THE CAR THAT**

YOUR INSURANCE OR THE INSURANCE OF THE OPERATOR OF THE CAR IS VALID AND COLLECTIBLE COVERAGE IN THE AMOUNTS REQUIRED FOR THE MINIMUM FINANCIAL RESPONSIBILITY LIMITS UNDER MARYLAND LAW WHILE THE CAR IS USED AS A RENTAL VEHICLE, UNLESS YOUR CDP NUMBER OR RATE PLAN INCLUDES THE EXTENSION BY [HERTZ](#) OF LIABILITY PROTECTION OR YOU PURCHASE OPTIONAL LIS. PRIMARY INSURANCE MEANS THAT, IN THE EVENT OF A LOSS, YOUR INSURANCE OR THAT OF THE OPERATOR OF THE CAR WOULD BE RESPONSIBLE FOR PAYMENT OF PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS UP TO THE LIMIT OF THAT INSURANCE.

FOR RENTALS COMMENCING IN MICHIGAN: Under Michigan law, [Hertz](#) is liable for an injury caused by the negligent operation of the Car only up to a maximum amount of US\$20,000 because of bodily injury or death of one person in any one accident and US\$40,000 because of bodily injury or death of two or more persons in any one accident, and only if the injury occurred while the Car was being operated by You, Your spouse or another Authorized Operator, or Your parent, sibling, child or other immediate family member. You may be liable to [Hertz](#) up to the maximum amounts specified in the preceding sentence and to an injured person for amounts awarded in excess of those maximum amounts.

IF YOU OR AN AUTHORIZED OPERATOR ALLOW AN UNAUTHORIZED OPERATOR TO USE THE CAR, ALL PROTECTION, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR MICHIGAN PERSONAL PROTECTION INSURANCE (PIP) NO-FAULT BENEFITS, LIABILITY INSURANCE SUPPLEMENT (LIS), LIMITED LOSS DAMAGE WAIVER, LOSS DAMAGE WAIVER, PARTIAL DAMAGE WAIVER, AND PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC) ARE VOID.

FRAUD EXCLUSION: ALL DAMAGE WAIVERS AND PROTECTION, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR MICHIGAN PERSONAL PROTECTION INSURANCE (PIP) NO-FAULT BENEFITS, LIABILITY INSURANCE SUPPLEMENT(LIS), LOSS DAMAGE WAIVER (LDW) AND PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC) ARE VOID IF YOU OR AN AUTHORIZED OPERATOR CONCEALED OR MISREPRESENTED, OR CONCEAL OR MISREPRESENT, ANY MATERIAL FACT OR CIRCUMSTANCE RELATING TO (i) THE RENTAL, (ii) CLAIMS RELATED TO ANY LOSS UNDER THE RENTAL, (iii) ANY CLAIM UNDER THE MICHIGAN NO-FAULT ACT, INCLUDING CLAIMS FOR MICHIGAN PERSONAL PROTECTION INSURANCE (PIP) BENEFITS AND (iv) ANY CLAIMS MADE AGAINST YOU OR AN AUTHORIZED OPERATOR UNDER THE MICHIGAN NO-FAULT ACT, INCLUDING CLAIMS FOR NEGLIGENCE, SUBJECT TO THE LIMITS AND REQUIREMENTS UNDER MICHIGAN'S MINIMUM MOTOR VEHICLE INSURANCE REQUIREMENTS UNDER MCL 257.520.

d. FOR RENTALS COMMENCING IN PENNSYLVANIA, YOU ARE REJECTING UNINSURED MOTORIST COVERAGE UNDER THIS AGREEMENT, AND ANY POLICY OF INSURANCE OR SELF-INSURANCE ISSUED UNDER THIS AGREEMENT, FOR YOU AND ALL OTHER PASSENGERS OF THE VEHICLE. UNINSURED MOTORIST COVERAGE PROTECTS YOU AND OTHER PASSENGERS IN THE VEHICLE FOR LOSSES AND DAMAGES SUFFERED IF INJURY IS CAUSED BY THE NEGLIGENCE OF A DRIVER WHO DOES NOT HAVE ANY INSURANCE TO PAY FOR LOSSES AND DAMAGES.

e. IF YOU ARE INVOLVED IN AN ACCIDENT IN COLORADO, [HERTZ](#) WILL PROVIDE BASIC NO-FAULT AND SUPPLEMENTAL NO-FAULT PERSONAL INJURY PROTECTION BENEFITS AS PRESCRIBED BY COLORADO LAW,

SUBJECT TO AN AGGREGATE LIMIT OF US\$200,000 FOR BODILY INJURY, INCLUDING DEATH, TO ANY ONE PERSON.

f. The Car may not be driven into Mexico without first obtaining specific written permission from Hertz, which permission may be withheld in Hertz' 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.

g. FOR RENTALS COMMENCING IN ST. THOMAS VIRGIN ISLANDS: Virgin Islands law mandates that a driver's own auto liability insurance is primarily responsible for any claim of damage or injury caused by the driver while operating a rental vehicle, with Virgin Island compulsory insurance carried by [Hertz](#) as secondary. You are required to provide the name of your own auto liability insurer to us at the time of rental. A full copy of the law, Title 20 VIC Sec. 419 (c), is available on request from the corporate office.

12. ACCIDENTS, THEFT, VANDALISM AND DAMAGE

You must promptly and properly report any accident, theft or vandalism involving the Car to [Hertz](#) and to the police in the jurisdiction in which such incident takes place. All damage to the vehicle, regardless of fault, must be reported to Hertz. 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' investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ALL LIABILITY PROTECTION, PAI/PEC, LIS, AND LDW. You and any Authorized Operators authorize [Hertz](#) to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

13. LIMITS ON LIABILITY

[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.

14. PRIVACY

[Hertz](#) may collect and use personally identifiable data about You in accordance with the [Hertz](#) Privacy Policy (the "Privacy Policy"). Pursuant to the Privacy Policy and applicable laws, You have the option to limit use, sale or sharing by [Hertz](#) of personally identifiable data about You for marketing purposes and You may access, correct, or delete certain data about You. The Privacy Policy explains these options and provides information about how to choose an option. A full copy of Hertz' Privacy Policy, which is incorporated herein by reference and subject to change by [Hertz](#) from time to time, may be obtained at the rental location at which Your rental commences or by clicking on the Privacy Policy link at www.hertz.com.

15. WAIVER OF 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 is governed by the substantive law of the jurisdiction in which the rental commences, without giving effect to

the choice of law rules thereof, and You irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction 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 the jurisdiction (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 provision 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).

16. 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' 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' licensor. For details on such compensation, You should contact that party.

17. DADE COUNTY WAIVER

a. Unless waived, a renter in Miami Dade County must be furnished a county approved visitor information map. These maps are generally furnished at all [Hertz](#) locations in Dade County. Each renter must either acknowledge receipt of the map at the commencement of each rental or waive his or her right to receive the map. By renting a Car under this Agreement, You waive Your right to receive such a map.

18. RECOVERY OF COSTS

Except if prohibited by applicable law or arbitration rule, in any arbitration or other legal proceeding between You and us, the prevailing party shall be entitled to receive from the other party the prevailing party's costs and expenses incurred in such arbitration or legal proceeding, including reasonable attorneys' fees, arbitration or court costs, and arbitrator's fees.

SUMMARY OF OPTIONAL SERVICES AVAILABLE FOR RENTALS IN THE UNITED STATES

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL OF THE PROVISIONS, LIMITATIONS AND EXCLUSIONS OF THE APPLICABLE LIABILITY INSURANCE SUPPLEMENT, PERSONAL PROTECTION PACKAGE, PERSONAL ACCIDENT INSURANCE AND PERSONAL EFFECTS COVERAGE (PAI COVERAGE NOT AVAILABLE IN NY) POLICIES (WHICH ARE AVAILABLE FOR INSPECTION AT THE CORPORATE OFFICE OR IN THE CASE OF PERSONAL ACCIDENT INSURANCE AND PERSONAL EFFECTS COVERAGE, THE POLICY OR CERTIFICATE AVAILABLE AT THE TIME OF PURCHASE) , AND THIS AGREEMENT. SINCE RENTALS FROM DIFFERENT LOCATIONS ARE COVERED BY DIFFERENT POLICIES, YOU SHOULD STATE THE LOCATION FROM WHICH THE CAR WILL BE RENTED WHEN REQUESTING A COPY OF A POLICY. FOR INFORMATION REGARDING THE OPTIONAL LOSS DAMAGE WAIVER, WHICH IS NOT INSURANCE, SEE SUBPARAGRAPHS 4.d, 4.e, 4.f AND 7.d OF THIS AGREEMENT.

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

FOR RENTALS COMMENCING IN MARYLAND: You may not need the automobile insurance offered by Hertz. Your automobile insurance policy may provide coverage for Your liability while operating a rental vehicle. You should check the terms and conditions of Your automobile insurance policy to determine if coverage is provided for this rental. The purchase of insurance is not required as a condition of renting an automobile. In addition, if You are driving this rental vehicle due to an accident or repairs, state law may require Your personal automobile liability policy to provide coverage and purchase of any excess liability coverage may duplicate coverage required by law to be provided by the owner of the rental vehicle.

FOR RENTALS COMMENCING IN TEXAS: **You may not need the automobile liability insurance offered by us. Your Texas automobile policy provides coverage for Your liability while operating a rental vehicle. Automobile policies issued in other states or countries may also duplicate this coverage. The purchase of LIS is not required as a condition of renting a Car. This insurance does not apply to any bodily injury or property damage arising out of the use or permitting the use of a rental vehicle by any driver while under the influence of drugs or alcohol in violation of law.**

LIABILITY INSURANCE SUPPLEMENT (LIS)

SUMMARY OF COVERAGE

COVERAGE

If You elect to purchase LIS, coverage will be provided to You and any Authorized Operators under an excess automobile liability insurance policy provided by a third party.

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 Three Hundred Thousand (US\$300,000) Dollars for bodily injury, including death, and property damage.

EXCLUSIONS

All exclusions, including claims arising from use of the Car as prohibited by this Agreement 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 at the corporate office.

HOW TO OBTAIN/DECLINE COVERAGE

If You elect 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.

NOTICE OF CLAIM

If You have purchased LIS, LIS coverage will automatically attach to a claim once You have properly reported the accident in accordance with paragraph 12.

PERSONAL PROTECTION PACKAGE (PAI AND PEC) SUMMARY OF COVERAGE (PAI NOT AVAILABLE IN NY)

HOW TO OBTAIN PERSONAL PROTECTION PACKAGE

If You purchase the Personal Protection Package (PAI and PEC) on the Rental Record, coverage will be provided during the rental period. Please note that the Personal Protection Package is not available separately and may only be taken in combination. The Daily Charge for the optional Personal Protection Package which appears on the Rental Record is due for each full and 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 bodily injury and death directly caused by an accident independent of all other causes where death occurs within twelve months following the bodily injury. 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 US\$175,000 for the renter *(\$100,000 in MN) and US\$17,500 per passenger (\$10,000 in MN); PAI also provides limited coverage for certain medical expenses (benefits are limited to \$2,500 (\$3,500 in MN), including ambulance expenses up to \$250 (\$150 in MN). Benefits for any one accident are limited to US \$225,000 in the aggregate (\$130,000 in MN). These benefits are payable without regard to any other benefits which may be due under any other insurance policy. Medical expense coverage is available for bodily injury if within 30 days of the accident and upon the recommendation a qualified and licensed physician the insured is confined to a hospital, treated by a physician, transported to or from a hospital by a professional ambulance service and/or services rendered by a registered nurse, licensed practicing nurse, or nurse practitioner. Coverage is subject to various exclusions, terms and conditions, which may vary by state, and is not available in New York. Please review your policy or certificate for detail.

EXCLUSIONS

The policy does not insure, nor will any payment of any kind be made for bodily injury caused wholly or partly, directly or indirectly by (a) suicide, attempted suicide or intentionally self-inflicted injury, while insane or sane; (b) engagement in an illegal occupation or activity, committing or attempting to commit a criminal offense; (c) with respect to passengers, travel in any manner other than within the enclosed portion of the rental vehicle; (d) an accident that occurs while participating in a prearranged or organized race or testing of a vehicle; (e) bodily injury expected or intended from the standpoint of the insured; (f) loss arising out of the operation of the rental vehicle by any driver who is not authorized operate the rental vehicle under the rental agreement; (g) violation of the rental agreement; (h) an accident which occurs while under the influence of alcohol or narcotics, unless prescribed and taken at the advice or direction of a physician; or (i) aircraft travel, except as a passenger on a licensed aircraft on a regularly scheduled flight. No payment will be made if the renter converts the rental vehicle.

Please review your policy or certificate 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 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

PEC insures against risk of loss, theft or damage to help protect your personal belongings while renting from Hertz. PEC coverage applies throughout the entire rental period to owned personal property during transit, while in any hotel or building (other than the insured's residence) or locked in a rental vehicle. PEC is insurance protection and pays in addition to any other policy You may have (such as a Homeowner's policy). However, your benefits provided by other coverage may be affected by the PEC benefit. PEC includes those personal effects owned by You, other authorized drivers under the rental agreement, and your immediate family who permanently reside with you and are traveling with You during the rental period. Terms and conditions may vary by state. Please review your policy or certificate for detail.

LIMITS OF LIABILITY

Up to US\$650 per person, and \$1,950 in the aggregate for all claims during the rental period.

EXCLUSIONS

The policy does not insure: (a) any property not owned by the "insured" for other than their personal use, adornment, or enjoyment, (b) animals, "autos", "auto" equipment, motorcycles, water craft, motors, or other conveyances or their appurtenances, household or office furniture, business personal property or equity, contact lenses, glasses, artificial teeth or limbs, currency, coins, deeds, bullion, stamps, securities, negotiable instruments, debit or credit cards, fund transfer cards, tickets, documents or perishables, (c) against loss or damage caused by or resulting from or arising out of: (i) an "accident" which occurs while the "insured" is under the influence of alcohol or narcotics, unless prescribed by a physician, (ii) the use of a "rental vehicle" when such use is in violation of the conditions of the "rental agreement", (iii) the operation of the "rental vehicle" by any driver who is not an "insured", (iv) any "insureds" liability for damage to the "rental vehicle"; or (v) any loss of or damage to the "insureds" property, expected or intended from the standpoint of the "insured", (d) property while in the care, custody, or control of any common carrier, (e) loss or damage due to unexplained or mysterious disappearance, or (f) loss or damage due to theft unless reported to the police or other competent authority. Please review your policy or certificate for additional exclusions and limitations.

PEC PROOF OF LOSS

All losses by theft must be reported to police or other authority within 24 hours of the robbery or theft, and if theft is from a vehicle the vehicle must show signs of forced entry.

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 the coverage.

PREMIUM EMERGENCY ROADSIDE ASSISTANCE (PERS)

Basic Emergency Roadside Service is included with every rental to help with those occasional mechanical defects that can occur. PERS is an optional service which, if purchased, reduces your financial liability for certain services required to remedy

non-mechanical problems of the vehicle and/or problems resulting from an accident or collision. If you purchase PERS, for the items listed below you would be responsible only for costs in excess of the applicable limit. Terms and conditions apply and may vary by rental location. Full details are available at each rental location.

Lock Out Service	Maximum USD \$250.00 per rental
Dead Battery Service	Maximum USD \$250.00 per rental
Spare Tire Mounting Service	Maximum USD \$250.00 per rental
Out of Gas	Maximum USD \$250.00 per rental
Lost Key Service	Maximum USD \$500.00 per rental
Car Stuck/Winch Service	Maximum USD \$500.00 per rental
Remote Unlock	Maximum USD \$105.00 per rental
Damaged Broken Keys, Fob, Key Card	Maximum USD \$500.00 per rental
Lost/Missing Keys, Fob, Key Card	Maximum USD \$500.00 per rental
No Spare Tire - Towing	Maximum USD \$250.00 per rental
Out of EV Range/Charge Service (EV Range Delivery)	Maximum USD \$250.00 per rental
Out of EV Range/Charge Service (Towing to a Charging Station)	Maximum USD \$250.00 per rental

The above maximum coverage amount for each benefit will apply per rental.

WARNING: YOU MUST REMOVE KEYS, LOCK ALL DOORS, CLOSE ALL CAR WINDOWS AND THE TRUNK WHEN LEAVING THE CAR OR PEC COVERAGE WILL NOT APPLY, IN WHICH CASE YOU WILL BE RESPONSIBLE FOR ANY LOSS. YOU HAVE NO AUTHORITY TO CALL A PRIVATE TOW ON HERTZ' BEHALF. ALL TOWS OF THE CAR MUST BE ARRANGED THROUGH [HERTZ](#) EMERGENCY ROADSIDE ASSISTANCE. IN THE STATE OF ILLINOIS, IT IS ILLEGAL FOR A TOW COMPANY TO DRIVE UP (UNSOLICITED) AND TOW A VEHICLE.

WARNING

Operating a motor vehicle can expose You to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, and assure adequate ventilation inside the Car. For more information go

to: www.P65Warnings.ca.gov/passenger-vehicle

IF YOU RENT AN ELECTRIC VEHICLE (EV), THE FOLLOWING ELECTRIC VEHICLE RENTAL TERMS AND CONDITIONS APPLY IN ADDITION TO THE RENTAL TERMS AND CONDITIONS ABOVE.

These Electric Vehicle Rental Terms ("Rental Terms") are between The [Hertz](#) Corporation and its affiliates ("Hertz" or "us") and You and apply to a rental of an electric vehicle ("EV") from Hertz. An EV is defined as a vehicle that exclusively uses battery power rather than gasoline or diesel fuel. These Electric Vehicle Rental Terms are in addition to the Terms and Conditions of the Rental Agreement applicable to your rental.

EV CHARGE LEVEL AT PICK-UP AND RETURN – [Hertz](#) will endeavor to provide the EV at time of vehicle pick-up with a battery charge of 80%, but that is not always the case. You are responsible to maintain a sufficient charge

on the EV during your rental. You are never required to return a vehicle with more than 75% battery charge. If the EV is overdue Hertz may remotely disable and recover the EV. You will be responsible for the cost of any tow if the EV is not drivable due to a low battery or if it is overdue. You are not authorized to call a private tow on Hertz' behalf. All tows of the EV must be by flatbed and must be arranged through Hertz Emergency Roadside Assistance.

RANGE – Range is the estimated distance an EV can travel on a single charge. The EV information provided with your reservation that describes a range is not guaranteed. The battery life of the EV is impacted by a number of factors including weather, driving and road conditions. It is your responsibility to ensure the EV has sufficient remaining battery life to return the EV to Hertz or reach an EV charging station.

CHARGING DURING RENTAL – Subject to Tesla's terms and conditions and charging equipment standards, your EV may be able to access Tesla Superchargers to recharge. If You use a Tesla Supercharger to recharge the EV during your rental, that cost will be automatically billed back to Hertz and added to your rental charges with a 2.8% convenience fee. These charges may not appear on the final invoice and may be added later due to processing time. Battery charging limit on a Tesla should be set at 90% maximum. Hertz may recommend public charge point operators, who may provide Hertz incentives or rebates if you choose to charge at their locations, however, You may choose to charge the EV at any compatible public or private charging location at your own cost. You may also have to register and incur a fee at certain of these locations. You are responsible for any registration (including accepting terms and conditions and privacy policy) and any fees. If You do not move the EV promptly from the charging stall when it is finished charging You may incur an Idle fee for the time the EV remains in a charging stall after it is finished charging. You are responsible for and will indemnify Hertz for any Idle or similar fee incurred when the EV is on rent to You. If the EV is overdue for return Hertz reserves the right to remotely disable the EV and remove the EV from the charging platform. If You rent a Tesla and are overdue to return, your access to the Tesla Superchargers will be removed.

ELECTRIC VEHICLE RECHARGING OPTIONS AND FEES - Renters may choose one of three electric vehicle recharging options: (1) Electric Vehicle Purchase Option ("EVPO"); (2) Electric Vehicle Service Charge ("EVSC"); or (3) you can recharge the vehicle yourself. You will not be charged EVSC if you return the vehicle within 5% of the battery level at pick up. You never have to return the vehicle with over 75% battery level. The state of charge or battery level of the vehicle is described in Kilowatt-hours (kWh), a measure of electricity equivalent to 1 kilowatt (1,000 watts) of power expended for 1 hour. You will not receive a credit or refund for unused or excess charge left in the vehicle at return.

1. **EVPO - Electric Vehicle Charge Purchase Option** means you may purchase the state of charge in the battery at the time of pick up and can return the vehicle at any level. The quoted price at the time of reservation is based on 80% of the average battery capacity for the EVs in the car class you reserved. The actual price may be lower or higher based on then-current EVPO fees at your rental location, the vehicle rented, and the battery level at the time of pick up. To calculate this fee, Hertz multiplies the kWh battery level at the time of pick up, times the per kWh rate shown on the Rental Record, which is based on average energy rates in the rental location state/province and a convenience fee combined. You will not receive a credit or refund for the unused charge left in the battery at the time of return. If you

choose the EVPO option and do not want it when you pick the vehicle up, you must ask for it to be taken off before leaving the facility.

EVPO is optional. If not selected, you can return the vehicle within 5% the battery level at pick up to avoid the EV Service Charge (EVSC). If not selected and you do not adequately recharge, you will be charged based on the applicable EVSC required to recharge the vehicle to the same battery level as when you rented it.

As a cost-savings benefit to You, if You drive less than 75 miles, you will be charged the lesser of the EVPO and the EVSC rate.

2. **EVSC - The Electric Vehicle Service Charge will apply if you do not purchase EVPO and you do not return your vehicle within 5% of the battery level at pick up.** To calculate this fee, [Hertz](#) multiplies the difference between the battery level at pick up and the battery level at return in kWhs, times the per kWh rate shown on the Rental Record, which is based on average energy rates in the rental location state/province and service fee combined. This rate will always be higher than our EVPO kWh rate. You will not receive a credit or refund if the battery level at return exceeds the battery level at pick up.

You can avoid this charge by adequately recharging the vehicle prior to return as described below.

3. **Recharge the Vehicle Yourself** – If you do not purchase EVPO, you will not be charged EVSC so long as you return the vehicle within 5% of the battery level at pick up. If you receive a vehicle with 80% battery or greater, you are only required to return the vehicle with 75% battery.

THE COST PER KILOWATT OF THE EV PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE EV SERVICE CHARGE COST PER KILOWATT. BUT IF YOU ELECT THE EV PURCHASE OPTION YOU WILL NOT RECEIVE A REFUND OR CREDIT FOR CHARGE LEFT IN THE BATTERY AT THE TIME OF RETURN. THE COST OF RECHARGING THE EV YOURSELF AT A LOCAL CHARGING STATION WILL GENERALLY BE LOWER THAN THE EV SERVICE CHARGE OR THE EV PURCHASE OPTION. HOWEVER, THE EV SERVICE CHARGE AND THE EV PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND RECHARGE THE CAR PRIOR TO RETURN.

IN CERTAIN INSTANCES, EXCEPT WHERE PROHIBITED BY LAW, [HERTZ](#) EMPLOYS THE USE OF IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY, TO CALCULATE THE AMOUNT OF BATTERY USED IF YOU DO NOT PURCHASE EVPO AT THE BEGINNING OF YOUR RENTAL AND CHOOSE TO RETURN THE CAR WITH LESS CHARGE IN THE BATTERY THAN BEFORE YOU LEFT THE LOT. THE USE OF THESE IN-VEHICLE TECHNOLOGIES AND TELEMATICS DEVICES, INCLUDING GLOBAL POSITIONING TECHNOLOGY, IS NOT INTENDED TO BE AN ACCURATE MEASUREMENT OF THE AMOUNT OF CHARGE IN THE BATTERY, BUT INSTEAD, IS A CONFIRMATION FOR THE PRIOR VISUAL ESTIMATE CONDUCTED BY MANUAL READ. ANY AMOUNT OF BATTERY CHARGED IS LIMITED SOLELY TO THE ESTIMATE PROVIDED BY THESE DEVICES, REGARDLESS OF THE AMOUNT OF CHARGE IN THE BATTERY. YOU MAY ELECT FOR A "VISUAL CONFIRMATION" OF THE TELEMATICS ESTIMATE UPON RETURN OF THE CAR. FURTHER, YOU MAY ALWAYS OPT OUT OF THIS OPTION ALTOGETHER BY PURCHASING EVPO AT THE BEGINNING OF THE RENTAL.

DAMAGE TO CHARGING STATIONS – You are responsible for any damage to the EV, the charging station equipment or the charging location when charging the EV during your rental. You will indemnify [Hertz](#) for any charges, fines, or penalties You incur for any damage or loss to the EV, the charging station or location during your rental.

EQUIPMENT – The EV will be provided to You with certain equipment for which You are responsible. You are responsible to notify [Hertz](#) if any of the following equipment is not with the EV at the time of pick up. Otherwise, You will be charged for any missing equipment at return. Loss Damage Waiver (LDW) does not apply to damage or loss of the equipment provided with the EV.

Key card or fob – You are responsible to return the Key card or Key fob upon your rental return. If the Key card or fob is damaged or lost, You will be charged to replace the Key Card or fob and a service fee. The Key card or Key fob must only be used to charge the EV You have rented. Sharing the Key card or Key fob, using additional Key cards or Key fobs to charge the EV, or charging other vehicles is prohibited. Any misuse of the Key card or Key fob in breach of these Rental Terms will result in additional usage charges.

Tesla Charging Kit – The Tesla Charging Kit consists of 1 Mobile Connector; 1 Storage Bag; and 1 NEMA 5-15 Adapter. You are responsible to return all contents of the Charging Kit upon your rental return. If the Charging Kit, or any part of the contents are damaged or lost, You will be charged for a complete Charging Kit, as these items are not available to be replaced individually, and a service fee.

J1772 Adapter – You are responsible to return the J1772 Adapter on your rental return. If this Adapter is damaged or lost, You will be charged to replace the Adapter and a service fee.

SOFTWARE UPDATES – The EV may contain onboard computers which periodically suggest software updates. You are not authorized to update the in-vehicle software at any time unless specifically requested to do so by a [Hertz](#) representative. If a software update prompt is received during your rental, please ignore this or press cancel. If You do update the software (other than following the explicit instruction of a [Hertz](#) representative) this is at your own risk and [Hertz](#) accepts no responsibility or liability whatsoever including, but not limited to, any loss of use, interruption of service, incompatibility with training materials or otherwise.

TESLA ACCELERATION – Be advised, Tesla models have functionality enabled to limit the amount of acceleration of the vehicle.

Rental Record#

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Gold Plus Rewards

Lot: **PC**

Space: **432**

Vehicle: **2025 COMPASS**

License: **IL FP267512**

Rental Agreement

Rental Rate*		2 @	\$ 92.88	per day	T \$	185.76
*Includes Unlimited Miles						
Discount –		R	40%	Applied to Time/Mileage Chgs		\$ – 74.30
Additional Products						
Frequent Flyer Surcharge i		ZE		1	T \$	.00
Fuel Responsibility					Starting Level	100 %
You agree to replace fuel used or pay a refuelling charge of		\$ 10.99	per gallon	OR	\$.500	per mile driven.
Service Charges/Taxes						
CONCESSION FEE RECOVERY i					T \$	12.82
VEHICLE TAX/FACILITY CHARGE						18.75
VEHICLE LICENSE COST RECOVERY i					T \$	3.96
Tax	21.000%	On Est. Taxable Ttl	\$ 128.24		\$	26.93
ADJUSTMENTS						
TOTAL ESTIMATED CHARGE					\$	173.92
Credit Card Authorization Amount					\$	374.00
Rented by The Hertz Corporation						
Vehicle:	02298 / 7380660			LocNum: ILORD10 / 0220110		
Miles Out:	94	Plan: RCUD2		Class: L		
Rental Location:	CHICAGO OHARE AP					
Rental Time:	09/18/24 at 12:48 PM					
Return Location:	CHICAGO OHARE AP					
Return Time:	09/19/24 at 6:00 PM					
Extend rental: https://www.hertz.com/rentalextension						

[Click for Emergency Road Service](#)

For more transparency of above charges, please hover over the fee or go to

WWW.HERTZ.COM/CHARGEEXPLAINED

This estimate assumes you will rent and return at the locations and times indicated, and that you will not exceed any mileage limitations.

Rental Rate subject to increase if You return Car more than 24 hours before or 24 hours after scheduled Return Time. Late returns may be subject to extra hour and/or extra day charges.

Charges indicated as **** will be calculated at return.

Taxable charges are preceded by a "T".

Further information relating to Your rental charges, and other terms to which You agree, appear below.

FUEL & SERVICE CHARGES: IF YOU DO NOT RETURN THE CAR WITH AS MUCH FUEL AS WHEN THE RENTAL STARTED, BUT REFUEL DURING THE RENTAL, REFUELING CHARGES APPLY AT AT \$ 10.99 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT \$.500 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

YOU AGREE TO OPTIONAL SERVICES OF:	
LDW ⓘ	DECLINED
LIS ⓘ	DECLINED
PAI/PEC ⓘ	DECLINED
PREM RD SVC ⓘ	DECLINED
OTHER FEES AND ASSESSMENTS:	
CONCESSION FEE RECOVERY ⓘ	11.11 % (T)
MVL TAX ⓘ	\$ 2.75PER RENTAL
CUSTOMER FACILITY CHARGE ⓘ	\$ 8.00PER DAY
ENERGY SURCHARGE ⓘ	\$.00PER RENTAL
*VEHICLE LICENSE COST RECOVERY	T \$ 1.98PER DAY
TAX RATE -	21.000 % APPLIES TO ALL CHARGES MARKED T

9% CTY OF CHICAGO TRANS. TAX; 6% MPEA AUTO RENTAL TAX;

5% IL STATE AUTO RENTING OCCUP. TAX; 1% MUNICIPAL AUTO RENTING OCCUP. TAX **No "Additional Authorized Operators"** Without Our Prior Written Approval.

CDP XXXXXXXX - You Represent That You Are Specifically Authorized to Receive The Benefits Extended To Employees/Members Of **HERTZ EMPLOYEE N AMERICA**

Passenger Capacity: The Passenger Capacity Of This Vehicle Is Determined By The Number of Seatbelts And, By Law, Must Not Be Exceeded. While In The Vehicle, Please Fasten Your Seatbelt.

It Saves Lives And **It's The Law.** Should You Require A Larger Vehicle, Please Check At The Counter For Availability.

- You Will Be Charged An Administrative Fee Along With Towing/Impound Expenses If The Car Must Be Towed As A Result Of Your Negligence.
- We prohibit smoking in all Vehicles. Cleaning fee will apply for violations.
- Excessive Mileage On A Repeat Basis May Result In Suspension Of Future Renting Privileges.
- You Are Required To Contact Us To Extend The Rental If The Car Will Not Be Returned By The Due Date On The Rental Record.
- RETURN CHANGE FEE of \$10 will be applied if You return the Car to a different location from that which was scheduled, or if you return more than 12 hours after the date and time previously scheduled, and You notify us of an extension of Your rental by the return date and time previously scheduled by calling 1-800-654-4174. If you do not notify us of such a change, the LATE RETURN FEE of up to \$15 per day, up to a maximum of five (5) days/\$75 will apply. These fees 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.

RES ID:	PLAN -	CLASS -	PREPARED BY:	PRINTED:
K07146225AC	RCUD2	L	5344 / ILORD10	09/18/24 12:47

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REFUELING OPTIONS

THE FOLLOWING APPLIES TO RENTALS FROM THIS LOCATION AND AMENDS AND SUPERSEDES SECTION 8. OF THE RENTAL AGREEMENT, RENTAL JACKET PORTION AND THE APPLICABLE REFUELING PROVISIONS OF GOLD AND PLATINUM PROGRAM TERMS:

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 or per-gallon rate specified on the Rental Record.

a. The per-mile 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 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 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 75 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 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 SERVICE 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.

IMPORTANT INFORMATION REGARDING TOLLS

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass LLC, for use on toll roads in the areas specified below. NOTE: Please be aware that certain toll roads and bridges do not accept or allow for payment by cash or credit card. These toll roads and bridges are "cashless" and/or "all electronic tolling" facilities. Use of such facilities will trigger certain charges, as described below:

For your convenience, we offer the optional PlatePass All-Inclusive service. The PlatePass All-Inclusive service is an optional electronic toll payment service whereby all toll charges and any toll-related fees you incur during the rental period are covered by a daily or weekly PlatePass All-Inclusive rate set forth in your Rental Agreement.

If you elect to purchase the optional PlatePass All-Inclusive service at the commencement of your rental period, the method for using that service depends on your location, as described below:

No Transponder-Required Locations: The optional PlatePass All-Inclusive service may be used by customers who elect it at the commencement of their rental period: (a) on toll roads throughout the states of Florida, Colorado, North Carolina, Georgia, and Texas; (b) on the San Francisco Bay Area Bridges in California; and (c) on the Tacoma Narrows Bridge and the SR 520 Bridge in Seattle, Washington.

Use of the optional PlatePass All-Inclusive service in No Transponder-Required Locations- if you elected to purchase it at the commencement of your rental period -- requires only that you drive through an electronic toll lane in your rental vehicle. There is no need to use a PlatePass toll transponder device or any other mechanism to activate use of the optional PlatePass All-Inclusive service in No Transponder-Required Locations.

In Southern California, for all toll roads that accept PlatePass, the toll authority allows for payment of the toll by phone/online within five (5) days of accessing the toll road. If you travel in the excluded HOV lanes or on toll roads that do not accept PlatePass, you will be charged an additional \$9.99 usage day fee once you access the HOV lane or travel on such toll road. In Northern California, for all toll bridges that accept PlatePass, the toll authority allows for payment of the toll by phone/online up to 30 days prior or 48 hours after crossing the bridge.

NOTE: If you decline the optional PlatePass All-Inclusive service at the commencement of the rental period, but still use electronic toll roads and/or bridges during the rental period (including "cashless" or all electronic toll roads and bridges as noted above), you will be liable for and we will charge you: (a) all tolls incurred for such use (at the highest, undiscounted applicable toll rate); (b) a \$9.99 usage day fee and (c) all other applicable toll charges or fees, if any.

Transponder-Required Locations: The optional PlatePass All-Inclusive service also may be used by customers who elect it on toll roads throughout the states of Delaware, Illinois, Indiana, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Virginia, and West Virginia. In those states, however, customers may use the PlatePass All-Inclusive service only if their rental vehicle is equipped with a PlatePass toll transponder device.

This device, where present in the vehicle, is affixed to the windscreen under the rear-view mirror. To use the optional PlatePass All-Inclusive service in the states noted in this paragraph, you must first slide open the transponder box to expose the PlatePass transponder. (Instructions for doing so are printed on the transponder box itself.) After sliding open the transponder box, drive your rental

vehicle through an electronic toll lane to use the optional PlatePass All-Inclusive service.

In the Transponder-Required Locations identified above, you have the option of electing the PlatePass All-Inclusive Service during the rental period (i.e., not just at the commencement of the rental period). In Transponder-Required Locations, you may "opt in" to the optional PlatePass All-Inclusive service "on the road" by sliding open the transponder box as described in the written instructions on the box itself. If you take that action in a Transponder-Required Location, you will be charged the applicable PlatePass All-Inclusive daily charge up to \$30.00 per day depending on the rental location.

NOTE: If you decline the optional PlatePass All-Inclusive Service at the commencement of the rental and/or do not slide open the transponder box (if available) to opt in "on the road" as described above, but still use electronic toll roads and/or bridges during the rental period (including "cashless" or "all electronic" toll roads and bridges as describe above), you will be liable for and we will charge you: (a) all tolls incurred for such use (at the highest, undiscounted, applicable toll rate); (b) a \$9.99 usage day fee once a toll has incurred; and (c) all other applicable toll charges or fees if any. You also will be liable for the charges described in this paragraph if you incur an electronic toll in a Transponder-Required Location in a vehicle that is not equipped with a PlatePass toll transponder device (or a valid, properly installed personal transponder compatible with the relevant toll authority).

Electing PlatePass All-Inclusive Upon Return of Vehicle: In both Transponder-Required and No Transponder-Required locations you may elect for purchase the optional PlatePass All-Inclusive Service and pay the applicable daily or weekly Platepass All-Inclusive price - upon request - when you return your rental vehicle.

PARKING AND MOVING CITATIONS You are responsible for the payment of all vehicle parking and moving citations assessed against You or the Car during the rental period, including all such citations captured by camera and any related fines, fees, or penalties. If a citation-issuing authority notifies us that we may be liable for any such citation and any related fines, fees, or penalties, you will be charged an administrative fee of up to \$42.00 for each such notification.

You authorize us to release your rental and payment card information to PlatePass LLC, ATS Processing Services, LLC and American Traffic Solution Inc. (collectively, "ATS") for processing and billing purposes. If we or ATS pay a toll or a citation on your behalf or communicate with a citation-issuing authority about a citation you incurred during the rental, you authorize us or ATS to charge all such payments and related administrative fees as described above and below, to the credit card, other payment card, and/or billing account you used for this rental.

Failure to pay charges timely will result in a suspension of rental privileges.

ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN You and us ("us" and "we" for the purposes of this Arbitration Provision means The Hertz Corporation, ("Hertz") its parent and affiliate corporations, and their respective officers, directors and employees and any vendor or third party providing services for this rental transaction) 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 WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and we 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 arising from or relating to this Agreement or any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, equity, 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 we may commence an arbitration by providing a written demand for arbitration to the other (to us: 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, we 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 may be entered in any court having jurisdiction. An arbitration 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 NOTIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAIL 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 this 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 this Arbitration Provision, You do not need to do so again.

TO BE CHARGED TO:			
HCC	██████████	AUTH	\$ 374.00 / 236715

The Vehicle may be equipped with telematics technology that allows us to track or otherwise locate, disable and repossess the Vehicle and to obtain data about the Vehicle's use during your rental, including fuel and battery usage and miles driven. By entering into this Agreement, You consent to our use of such telematics during your rental as permitted by applicable law.

Liability Protection: If You DO NOT elect Liability Insurance Supplement (LIS) and/or You violate the Terms and Conditions of the Rental Agreement, where permitted by law, if Hertz makes any payment as a result of an accident You are responsible to indemnify Hertz for all payments made including attorney fees and costs. If You elect LIS, LIS provides protection from liability for third party automobile claims for the difference between the liability limits in Paragraph 10 of the Rental Agreement and the maximum combined single limit of \$1,000,000 for bodily injury, including death and property damage LIS also includes uninsured/underinsured motorist coverage (while occupying the Car) for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and \$1,000,000 for each accident.

NOTICE: This contract offers, for an additional charge, a loss damage waiver to cover your financial responsibility for damage to the rental vehicle. The purchase of a loss damage waiver is optional and may be declined. You are advised to carefully consider whether to sign this waiver if you have rental vehicle collision coverage provided by your credit card or collision insurance on your own vehicle. Before deciding whether to purchase the loss damage waiver, you may wish to determine whether your own vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under your own insurance coverage. By accepting the Car and/or by your previous acceptance of the Rental Terms, You acknowledge that You have read, understood, accept, and agree to all of the terms in this document and the Rental Terms.

X GOLD – SIGNATURE ON FILE

██████████

Our Privacy Policy governs the use of data about you. A copy of the policy is available at the rental counter and online at hertz.com.

HERTZ #1 CLUB GOLD

02298 / 7380660
25 BLUE
SAT RADIO Y
RR #

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IL / FP267512
SIR COMPASS 2.S

09/18/24 **12:48**

HERTZ EXPRESS RETURN

IF USING EXPRESS RETURN, PLEASE COMPLETE THE FOLLOWING INFORMATION AND DEPOSIT THIS CARD IN THE EXPRESS RETURN BOX. A DETAILED COPY OF YOUR RENTAL CHARGES WILL BE MAILED TO YOU.

NOTE: IF YOU ARE RETURNING TO A LOCATION THAT IS CLOSED, ALL CHARGES WILL CONTINUE TO ACCRUE UNTIL THE LOCATION REOPENS FOR BUSINESS.

RETURN DATE:

RETURN DATE



RETURN TIME:

12:00 am



☐ I did NOT buy gas.

☐ I DID buy gas and the fuel gauge level is: (Select One)

E

1/8

1/4

3/8

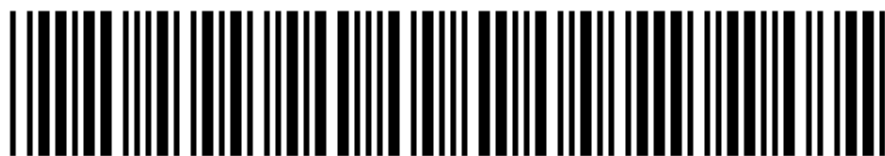
1/2

5/8

3/4

7/8

F

Hertz**Rental Record# ~~001000271~~**~~CONFIDENTIAL~~

Lot:

Vehicle: 2023 F150 CC

License: TX SPN8563

Rental Rate*

5 @ \$ 1218.00 monthly \$ 6090.00

@ \$ 60.90 ex day \$

4 @ \$ 304.50 ex week \$ 1218.00

*Includes Unlimited Miles

Additional Products

Loss Dmg Wvr Included

Frequent Flyer Surcharge

T\$.00

Fuel Responsibility

Starting Level 42%

You agree to replace fuel used or pay a refuelling charge of

\$ 10.99 per gallon OR \$.550 per mile driven.

Service Charges/Taxes

Tax Exempt # 83671

ADJUSTMENTS**TOTAL ESTIMATED CHARGE \$ 7308.00**

Credit Card Authorization Amount \$ 7508.00

Rented by The Hertz Corporation

Vehicle: 01698 / 1583731 LocNum: TXLEA02 / 0760202

Miles Out: 47695 Plan: 2625 Class: O6

Rental Location: LEAGUE CITY HLE

Rental Time: 09/16/24 at 10:37 AM

Return Location: LEAGUE CITY HLE

Return Time: 03/10/25 at 5:15 PM

**Extend rental: <https://www.hertz.com/rentalextension>
Emergency Road Service 1-800-654-5060**For Explanation of Charges: WWW.HERTZ.COM/CHARGEEXPLAINED

This estimate assumes you will rent and return at the locations and times indicated, and that you will not exceed any mileage limitations.

Rental Rate subject to increase if You return Car more than 24 hours before or 24 hours after scheduled Return Time. Late returns may be subject to extra hour and/or extra day charges.

Charges indicated as **** will be calculated at return.

Taxable charges are preceded by a "T".

~~001000271~~**PG 1 OF 8 #01 RT**



PG 2 OF 8#01 RT

RR ~~SECRET~~

Further information relating to Your rental charges, and other terms to which You agree, appear below.

FUEL & SERVICE CHARGES: IF YOU DO NOT RETURN THE CAR WITH AS MUCH FUEL AS WHEN THE RENTAL STARTED, BUT REFUEL DURING THE RENTAL, REFUELING CHARGES APPLY AT AT \$ 10.99 PER GALLON OR, IF YOU DO NOT BUY FUEL DURING THE RENTAL AT \$.550 PER MILE. BOTH RATES PRODUCE APPROXIMATELY THE SAME RESULT.

YOU AGREE TO OPTIONAL SERVICES OF:

LIS DECLINED

PAI/PEC DECLINED

PREM RD SVC DECLINED

OTHER FEES AND ASSESSMENTS:

VEHICLE LICENSE COST RECOVERY	\$.00PER DAY	FREE
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TAX EXEMPT # 83671

No "Additional Authorized Operators" Without Our Prior Written Approval

CDP [REDACTED] You Represent That You Are Specifically Authorized to Receive The Benefits Extended To Employees/Members Of

~~CONFIDENTIAL~~

Passenger Capacity: The Passenger Capacity Of This Vehicle Is Determined By The Number of Seatbelts And, By Law, Must Not Be Exceeded. While In The Vehicle, Please Fasten Your Seatbelt.

It Saves Lives And **It's The Law.** Should You Require A Larger Vehicle, Please Check At The Counter For Availability.

- You Will Be Charged An Administrative Fee Along With Towing/Impound Expenses If The Car Must Be Towed As A Result Of Your Negligence.
- We prohibit smoking in all Vehicles. Cleaning fee will apply for violations.
- Excessive Mileage On A Repeat Basis May Result In Suspension Of Future Renting Privileges.
- You Are Required To Contact Us To Extend The Rental If The Car Will Not Be Returned By The Due Date On The Rental Record.
- RETURN CHANGE FEE of \$10 will be applied if You return the Car to a different location from that which was scheduled, or if you return more than 12 hours after the date and time previously scheduled, and You notify us of an extension of Your rental by the return date and time previously scheduled by calling 1-800-654-4174. If you do not notify us of such a change, the LATE RETURN FEE of up to \$15 per day, up to a maximum of five (5) days/\$75 will apply. These fees 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.

RES ID: ~~XXXXXXXXXX~~ PLAN - 2625 CLASS - 06

PREPARED BY: 8735/TXLEA02 PRINTED: 09/16/24 10:39

Hertz

PG 3 OF 8 #01 RT

RR ~~201000274~~**MULTI-MONTH RENTAL
AGREEMENT ADDENDUM**

The rental agreement identified herein ("agreement") is amended as follows:

1. Paragraph 3 of the agreement notwithstanding, you are permitted to use the car or any exchange car rented to you thereunder for more than one month, subject to the terms of this Addendum.
2. You agree to pay, on a monthly basis, all charges and other amounts, as defined in paragraph 7 of the agreement, incurred during the course of the rental. You authorize Hertz to process charges to your credit card on a monthly basis and consent to reservation of credit with card issuer on a monthly basis (at the beginning of the month) for an amount equal to the estimated charges, due for each month during the rental. Payment for all charges not paid prior to the return of the car will be due and payable at the time of return in accordance with paragraph 6 of the agreement.
3. If you fail to make payment in accordance with paragraph 2 above any time after Hertz delivers or mails to you a demand to return the car, Hertz may repossess it anytime thereafter at your expense. You waive prior notice, pre-seizure hearing, and receipt of judicial process as a prior condition to such repossession.
4. The agreement and this addendum must be presented for any car exchange and at the conclusion of the rental. This vehicle may only be exchanged or returned to a Hertz location.
5. You are responsible to ensure that preventive maintenance is performed at regular intervals (usually every 7000 to 8000 miles). The maintenance can be performed by Hertz or a Certified Oil Change Facility of your choice. Hertz will reimburse you for oil changes upon receipt of supporting documentation as long as the Vendor has listed the VIN#, License Plate number, and the current mileage on their receipt. You are required to provide your current mileage every 30 days by calling 1-800-654-7788 or by emailing multimonth@hertz.com.
6. The car is rented to you on a monthly (in Kansas, Minnesota, Ohio, and South Dakota, 28 days) basis. Your continued use of the car beyond the end of monthly period shall constitute your election to rent the car for an additional monthly period, or for a shorter period depending on your actual return date.
7. You may return the car to Hertz at any time without penalty. A higher rental rate and LDW rate apply if you rent the car for less than 63 days.

You represent that you have read, understand and agree with all of the above terms and conditions.

If you have any questions during your rental, call the Multi-Month Department at 1-800-654-7788.

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PG 4 OF 8 #01 RT

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~~XXXXXXXXXX~~**REFUELING OPTIONS**

THE FOLLOWING APPLIES TO RENTALS FROM THIS LOCATION AND AMENDS AND SUPERSEDES SECTION 8. OF THE RENTAL AGREEMENT, RENTAL JACKET PORTION AND THE APPLICABLE REFUELING PROVISIONS OF GOLD AND PLATINUM PROGRAM TERMS

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 or per-gallon rate specified on the Rental Record.

a. The per-mile 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 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 the 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 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 75 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 not be charged for the fuel used at the per-mile 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 SERVICE 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.

~~XXXXXXXXXX~~



IMPORTANT INFORMATION REGARDING TOLLS

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass LLC, for use on toll roads in the areas specified below. NOTE: Please be aware that certain toll roads and bridges do not accept or allow for payment by cash or credit card. These toll roads and bridges are "cashless" and/or "all electronic tolling" facilities. Use of such facilities will trigger certain charges, as described below:

For your convenience, we offer the optional PlatePass All-Inclusive service. The PlatePass All-Inclusive service is an optional electronic toll payment service whereby all toll charges and any toll-related fees you incur during the rental period are covered by a daily or weekly PlatePass All-Inclusive rate set forth in your Rental Agreement.

If you elect to purchase the optional PlatePass All-Inclusive service at the commencement of your rental period, the method for using that service depends on your location, as described below:

No Transponder-Required Locations: The optional PlatePass All-Inclusive service may be used by customers who elect it at the commencement of their rental period: (a) on toll roads throughout the states of Florida, Colorado, North Carolina, Georgia, and Texas; (b) on the San Francisco Bay Area Bridges in California; and (c) on the Tacoma Narrows Bridge and the SR 520 Bridge in Seattle, Washington.

Use of the optional PlatePass All-Inclusive service in No Transponder-Required Locations- if you elected to purchase it at the commencement of your rental period -- requires only that you drive through an electronic toll lane in your rental vehicle. There is no need to use a PlatePass toll transponder device or any other mechanism to activate use of the optional PlatePass All-Inclusive service in No Transponder-Required Locations.

In Southern California, for all toll roads that accept PlatePass, the toll authority allows for payment of the toll by phone/online within five (5) days of accessing the toll road. If you travel in the excluded HOV lanes or on toll roads that do not accept PlatePass, you will be charged an additional \$9.99 usage day fee once you access the HOV lane or travel on such toll road. In Northern California, for all toll bridges that accept PlatePass, the toll authority allows for payment of the toll by phone/online up to 30 days prior or 48 hours after crossing the bridge.

NOTE: If you decline the optional PlatePass All-Inclusive service at the commencement of the rental period, but still use electronic toll roads and/or bridges during the rental period (including "cash or all electronic toll roads and bridges as noted above), you will be liable for and we will charge you: (a) all tolls incurred for such use (at the highest, undiscounted applicable toll rate); (b) a \$9.99 usage day fee and (c) all other applicable toll charges or fees, if any.

Transponder-Required Locations: The optional PlatePass All-Inclusive service also may be used by customers who elect it on toll roads throughout the states of Delaware, Illinois, Indiana, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Virginia, and West Virginia. In those states, however, customers may use the PlatePass All-Inclusive service only if their rental vehicle is equipped with a PlatePass toll transponder device. This device, where present in the vehicle, is affixed to the windscreen under the rear-view mirror. To use the optional PlatePass All-Inclusive service in the states noted in this paragraph, you must first slide open the transponder box to expose the PlatePass transponder. (Instructions for doing so are printed on the transponder box itself.) After sliding open the transponder box, drive your rental



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vehicle through an electronic toll lane to use the optional PlatePass All-Inclusive service.

In the Transponder-Required Locations identified above, you have the option of electing the PlatePass All-Inclusive Service during the rental period (i.e., not just at the commencement of the rental period). In Transponder-Required Locations, you may "opt in" to the optional PlatePass All-Inclusive service "on the road" by sliding open the transponder box as described in the written instructions on the box itself. If you take that action in a Transponder-Required Location, you will be charged the applicable PlatePass All-Inclusive daily charge up to \$30.00 per day depending on the rental location.

NOTE: If you decline the optional PlatePass All-Inclusive Service at the commencement of the rental and/or do not slide open the transponder box (if available) to opt in "on the road" as described above, but still use electronic toll roads and/or bridges during the rental period (including "cashless" or "all electronic" toll roads and bridges as describe above), you will be liable for and we will charge you: (a) all tolls incurred for such use (at the highest, undiscounted, applicable toll rate); (b) a \$9.99 usage day fee once a toll has incurred; and (c) all other applicable toll charges or fees if any. You also will be liable for the charges described in this paragraph if you incur an electronic toll in a Transponder-Required Location in a vehicle that is not equipped with a PlatePass toll transponder device (or a valid, properly installed personal transponder compatible with the relevant toll authority).

Electing PlatePass All-Inclusive Upon Return of Vehicle: In both Transponder-Required and No Transponder-Required locations you may elect for purchase the optional PlatePass All-Inclusive Service and pay the applicable daily or weekly Platepass All-Inclusive price - upon request - when you return your rental vehicle.

PARKING AND MOVING CITATIONS

You are responsible for the payment of all vehicle parking and moving citations assessed against You or the Car during the rental period, including all such citations captured by camera and any related fines, fees, or penalties. If a citation-issuing authority notifies us that we may be liable for any such citation and any related fines, fees, or penalties, you will be charged an administrative fee of up to \$42.00 for each such notification.

You authorize us to release your rental and payment card information to PlatePass LLC, ATS Processing Services, LLC and American Traffic Solution Inc. (collectively, "ATS") for processing and billing purposes. If we or ATS pay a toll or a citation on your behalf or communicate with a citation-issuing authority about a citation you incurred during the rental, you authorize us or ATS to charge all such payments and related administrative fees as described above and below, to the credit card, other payment card, and/or billing account you used for this rental.

Failure to pay charges timely will result in a suspension of rental privileges.

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ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN You and us ("us" and "we" for the purposes of this Arbitration Provision means The Hertz Corporation, ("Hertz") its parent and affiliate corporations, and their respective officers, directors and employees and any vendor or third party providing services for this rental transaction) 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 WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and we 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 arising from or relating to this Agreement or any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, equity, 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 we may commence an arbitration by providing a written demand for arbitration to the other (to us: 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, we 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 may be entered in any court having jurisdiction. An arbitration 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 NOTIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAIL 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 this 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 this Arbitration Provision, You do not need to do so again.

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~~001000014~~**TO BE CHARGED TO:****HCC**~~001000014~~**AUTH \$ 7508.00/431570****THIS VEHICLE MAY NOT BE DRIVEN INTO MEXICO.**

The Vehicle may be equipped with telematics technology that allows us to track or otherwise locate, disable and repossess the Vehicle and to obtain data about the Vehicle's use during your rental, including fuel and battery usage and miles driven. By entering into this Agreement, You consent to our use of such telematics during your rental as permitted by applicable law.

Liability Protection: If You DO NOT elect Liability Insurance Supplement (LIS) and/or You violate the Terms and Conditions of the Rental Agreement, when permitted by law, if Hertz makes any payment as a result of an accident You are responsible to indemnify Hertz for all payments made including attorney fees and costs. If You elect LIS, LIS provides protection from liability for third party automobile claims for the difference between the liability limits in Paragraph 10 of the Rental Agreement and the maximum combined single limit of \$1,000,000 for bodily injury, including death and property damage. LIS also includes uninsured/underinsured motorist coverage (while occupying the Car) for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and \$1,000,000 for each accident.

YOU MAY NOT NEED THE AUTOMOBILE INSURANCE OFFERED BY US. YOUR TEXAS AUTOMOBILE POLICY PROVIDES COVERAGE FOR YOUR LIABILITY WHILE OPERATING A RENTAL VEHICLE.

AUTOMOBILE POLICIES ISSUED IN OTHER STATES OR COUNTRIES MAY ALSO DUPLICATE THIS COVERAGE. THE PURCHASE OF AUTOMOBILE RENTAL LIABILITY INSURANCE IS NOT REQUIRED AS A CONDITION OF RENTING AN AUTOMOBILE.

THIS INSURANCE DOES NOT APPLY TO ANY BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE USE OR PERMITTING THE USE OF A RENTAL VEHICLE BY ANY DRIVER WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF LAW. NOTICE: 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. By signing below, You acknowledge that You have read, understand, accept and agree to the above and the Rental Agreement Terms And Conditions, which appear on the folder (GN1900005) delivered to You with this Rental Record, and You accept or decline the Optional Services as shown on Card 1.

By signing below you also agree to the Multi-Month Rental Agreement Addendum on Card 3 of this document.

X

ReWrite

Our Privacy Policy governs the use of data about you. A copy of the policy is available at the rental counter and online at hertz.com.

Exhibit 2
Connecticut Standard Terms

1. Definitions

a. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

c. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

d. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

e. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

f. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

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g. Deliverable

Each (1) Good, Service, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

h. Effective Date

The date that the Connecticut Attorney General's Office approves this Contract, as evidenced by its signature.

i. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

j. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

k. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

l. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

m. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

n. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

o. Site

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

p. Specifications

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Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

q. **State**

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

r. **Statement of Work ("SOW")**

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

s. **Term**

The original term of this Contract plus any extensions exercised under this Contract.

t. **Termination**

An end to this Contract prior to the end of its Term.

u. **Title**

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

2. Payment Terms and Billing:

- a. Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in this Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
- b. The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH") or through the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes. Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.
- c. Contractor shall be equipped to receive orders issued by the Client Agency using the P-Card Program. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card Program purchases. The Contractor shall charge the P-Card upon acceptance of Goods delivered to the Client Agency or Deliverables accepted.
- d. Questions regarding the state of Connecticut P-Card Program may be directed to the

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Procurement Card Program Administrator at DAS.PCardAdmin@ct.gov.

3. Reserved

4. Reserved

5. Purchase Orders

- a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.
- b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.
- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.
- e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

6. Delivery

- a. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- b. In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in this Contract, such extension applying only to the particular item or shipment.
- c. Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in this Contract.
- d. All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

7. Time of the Essence

Time is of the essence with respect to all provisions of this Contract that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

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8. Waiver

- a. No waiver of any breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.
- b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

9. Goods: Standards and Appurtenances and Inspection

- a. Standards and Appurtenances

Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in this Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under this Contract. Where this Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

- b. Inspection

The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the Specifications in this Contract. If any Goods fail in any way to meet the Specifications in this Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the Specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

10. Emergency Standby for Deliverables

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have.

Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via Purchase Order or through a request to make an expedited or prioritized purchase through the State of Connecticut P-Card Program. If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the Purchase Order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

11. Data: Access

Access to Contract and State Data

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The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

12. Reserved

13. Reserved

14. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Contract.

15. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

16. Contractor Guaranties

a. Contractor shall:

1. Perform fully under this Contract;
2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;
4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.
5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

17. Representations and Warranties Regarding Motor Vehicles

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If in the course of Performance or in any other way related to this Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- b. each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

18. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS or the Client Agency. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Client Agency with any

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additional reports as the Client Agency may request from time to time within ten (10) days following receipt of the Client Agency's written request. Timely submission of these reports is a material requirement of this Contract. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Client Agency shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

19. Termination

- a. Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate this Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has breached this Contract and has failed to remedy the breach, Terminate this Contract in accordance with the Section 10.8, Defaults and Remedies, of the Master Agreement.
- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from DAS, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to DAS or the Client Agency (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DAS or the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and Purchase Orders and shall not enter into any further subcontracts, Purchase Orders or commitments.
- e. The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Client Agency, the Contractor shall assign to the Client Agency, or any replacement contractor which the Client Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency (as directed in the notice) may request.
- f. Upon Termination of this Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.

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- g. Termination of this Contract pursuant to this Section shall not be deemed to be a breach of contract by DAS or the Client Agency.

20. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Contract while any dispute concerning this Contract is being resolved.

21. Open Market Purchases

Failure of the Contractor to Perform within the time specified in this Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as this Contract provides or allows, constitutes a breach of this Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate this Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B, Price Schedule and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate this Contract, the Client Agency will deduct such open market purchases from this Contract's quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

22. Cross-Default

- a. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under this Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in this Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under this Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Contract.

23. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;

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- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;
- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the

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Tangible Personal Property Section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

- m. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;
- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. none owes unemployment compensation contributions;
- q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;
- t. each either owns or has the authority to use all the Deliverables;
- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- x. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

24. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

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25. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS' prior written approval.

26. Contractor Changes

The Contractor shall notify DAS in writing no later than ten (10) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS' satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

27. Contractor Responsibility

- a. The Contractor shall be responsible for the entire Performance under this Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.
- b. The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

28. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Client Agency. It is the responsibility of Contractor to understand and adhere to the Client Agency's policies and procedures prior to entering the Client Agency Site to Perform under this Contract.

29. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

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30. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.
- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

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- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

31. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

32. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

33. Audit and Inspection of Plants, Places of Business and Records

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not

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receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.

- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

34. Audit Requirements for Recipients of State Financial Assistance

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Client Agency for any expenditure of State awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and State single audit standards as applicable.

35. Indemnification

- a. Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

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- e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.

36. Forum and Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

37. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS' or the State's rights or possible Claims.

38. Tangible Personal Property

- a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - 1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

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- b. For purposes of this Section of this Contract, the word “Affiliate” means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The term “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.
- c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

39. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

40. Executive Orders and Other Enactments

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its Term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State’s authority to require compliance with the Enactments.
- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

41. Non-Discrimination

- a. For purposes of this Section, the following terms are defined as follows:

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1. "Commission" means the Commission on Human Rights and Opportunities;
2. "Contract" and "contract" include any extension or modification of the Contract or contract;
3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
10. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to

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their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post

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copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

42. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

43. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood

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the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

44. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

45. Reserved

46. Reserved

47. Reserved

48. Force Majeure

- a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

49. Notice

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or

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placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Lynn Peccerillo-Hills, Contract Specialist

If to the Contractor:

The Hertz Corporation
8501 Williams Rd.
Estero, FL 33928
Attention: Nadika Perera, Key Account Manager, Government Sales

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in writing to the Client Agency.

50. Headings

The headings given to the Sections in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular Section to which the heading refers.

51. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

52. Amendments, Supremacy, Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

53. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Contract shall be valid and enforced to the fullest extent possible by law.

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54. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DAS.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

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d. **Excess / Umbrella Liability**

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. **Reserved**

f. **Reserved**

g. **Reserved**

55. DAS Approval of Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under this Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor must be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor must be provided promptly by the Contractor to DAS upon request. Contractor must provide the majority of the work associated with this Contract. It is understood that there may be times where conflicts due to scheduling may arise, which would lend the Contractor to utilize subcontractors to meet the Client Agency's needs. When this occurs, Contractor must alert DAS for approval of desired subcontractor before work is started.

58. Reserved

59. Iran Energy Investment Certification

- a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

60. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests

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for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

61. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

62. Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

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63. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title	Name of Firm (if applicable)
Start Date	End Date
	Cost

The basic terms of the consulting agreement are:

Description of services provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment