

**STATE OF NEW JERSEY
PARTICIPATING ADDENDUM**

Pursuant to

**NASPO ValuePoint Contract M0064 Passenger Vehicle Rental and Box Truck Rental
LEAD STATE CONTRACT # PO-10700-00043390, Solicitation # S-10700-00011242**

This Participating Addendum is made by and between, The Hertz Corporation, whose address is 8501 Williams Road, Estero, FL 33928 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers", as defined below. For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated. Capitalized terms used but not defined shall have the meaning ascribed to them in the Master Agreement.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director of the Division of Purchase and Property ("Director"), within the New Jersey Department of the Treasury ("Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Oregon ("Lead State") and Contractor have entered into Master Agreement # PO-10700-00043390 in accordance with the State of Oregon Solicitation for Passenger Vehicle Rental and Box Truck Rental; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which hereby acknowledged, the parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement:

- A. The term of this Participating Addendum shall be effective from the Effective Date, which is the last date signed below, and shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement or this Participating Addendum, whichever shall occur first.
- B. The entire agreement, and all rights and obligations between the parties, shall consist of the following documents (which shall be collectively referred to as the "New Jersey Participating Addendum"):
 1. This document;
 2. The State of New Jersey Standard Terms and Conditions, attached hereto as Exhibit A;
 3. The Master Agreement, including its attachments and exhibits listed below, attached hereto as Exhibit B; and
 - a. The Solicitation;
 - b. The Contractor's response to the Solicitation; and
 - c. Other attachments/exhibits to the Master
 4. Future order specific documents, in the following order:
 - a. A Contractor supplied scope of work as applicable, approved in writing by the Authorized Purchaser;
 - b. A Purchase Order issued by an Authorized Purchaser against the New Jersey Participating Addendum.

The documents comprising the New Jersey Participating Addendum shall be read to be consistent and complimentary. In the event of any conflict between the terms of the documents comprising the New Jersey Participating Addendum, the conflict shall be resolved by giving priority to the documents in the order listed above.

- C. The New Jersey Participating Addendum sets forth the entire agreement between the parties and supersedes all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.
- D. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this New Jersey Participating Addendum and the Master Agreement, shall not be added to or incorporated into this New Jersey Participating Addendum or the Master Agreement by any subsequent purchase order, scope of work document or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected.
- E. Amendments – This New Jersey Participating Addendum may not be amended except in a writing signed by both parties.

2.0 Scope of Services:

- A. The scope of products and services that may be purchased by Authorized Purchasers shall be those products and service offerings awarded under the Master Agreement.

3.0 Definitions

- A. “Authorized Purchasers” under this New Jersey Participating Addendum shall mean:
 - 1. Any State-Level government agency, department, office, instrumentality, division, unit or other entity in the Executive Branch;
 - 2. Any county, borough, city, municipality, town, township, special purpose district, or other political subdivision of the State;
 - 3. Quasi-state agencies as defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member;
 - 4. School districts per N.J.S.A. 52:25-16.1;
 - 5. Volunteer fire departments, volunteer first aid squads and rescue squads per N.J.S.A. 52:25-16.2; and
 - 6. Independent institutions of higher education per N.J.S.A. 52:25-16.5;
 - 7. County colleges per N.J.S.A. 18A:64A-25.9;
 - 8. State colleges per N.J.S.A. 18A:64-60; or
 - 9. Any legal successor in interest to any entity above.

4.0 Modifications to the State of New Jersey Standard Terms and Conditions

The following sections of the New Jersey State Standard Terms and Conditions shall be revised as follows:

- 1. Sections 4.2A and 4.2B, under “Insurance” are hereby deleted and replaced with the following: Contractor shall maintain and provide, as a self-insured entity or by insurance companies with an A-VIII or better rating by A.M. Best & Company, 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.
- 2. Section 6.1, entitled "Price Fluctuation During Contract" is hereby modified to include the following as the final paragraph:

Notwithstanding anything to the contrary, the State accepts any price changes approved by the Lead State in accordance with Master Agreement Section 5, Pricing, Payment & Leasing.

5.0 Modification to the Master Agreement

The following sections of the NASPO ValuePoint Master Agreement shall be revised as follows:

- 1. Section 9.2, entitled “Insurance Class” is hereby deleted in its entirety and replaced with Section 4.2 of the New Jersey State Standard Terms and Conditions, as amended herein.

6.0 Modifications to the Hertz Rental Agreement and Conditions

The Contractor agrees that the Hertz Rental Agreement Terms and Conditions shall be subject to the terms and conditions of this Participating Addendum and in the event of a conflict between the Hertz Rental Agreement terms and the terms of this Participating Addendum, including New Jersey's Terms and Conditions, the terms of this Participating Addendum shall prevail. For the avoidance of doubt, the following terms of the Hertz Rental Agreement Terms and Conditions are hereby amended or deleted as follows:

- a. Any language which indicates the State shall indemnify Hertz or any other party is deleted in its entirety.
- b. Any language which indicates the State shall pay the attorneys' fees of another party is deleted in its entirety.
- c. All charges contemplated within the Hertz Rental Agreement shall be subject to the Prompt Payment Act (N.J.S.A. 52:32-32 et. seq.).
- d. The Section entitled "Telematics Devices and In-Vehicle Technologies" is hereby deleted in its entirety.
- e. Section 4(g) is deleted in its entirety.
- f. Section 9, Arbitration Provision and Class Action Waiver, is deleted in its entirety.
- g. Section 10, Responsibility For Property, the phrase "or to the extent permitted by law, by Hertz's negligence" is deleted from the first sentence and the last sentence is deleted in its entirety.
- h. Section 12, Accidents, Theft and Vandalism, The last sentence of this section is deleted in its entirety.
- i. Section 14, Privacy, is deleted in its entirety.
- j. Section 15, Waiver or Change of Terms/Governing Law: In Subparagraph (b), the word "nonexclusive" is hereby deleted before "jurisdiction."
- k. Section 18, Recovery of Costs, is deleted in its entirety.

7.0 Miscellaneous

- A. No Waiver - No term or provision of this New Jersey Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
- B. Dispute Resolution - The State and Contractor will attempt to resolve any dispute through direct negotiation with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.
- C. Arbitration or Mediation - Any provision regarding arbitration or binding mediation within the Master Agreement is deleted in its entirety.
- D. Pursuant to N.J.A.C. 17:12-1B.2, notwithstanding anything to the contrary in the Master Agreement, under no circumstances will the State indemnify Contractor or any other third party and any such provision in the Master Agreement shall be of no force and effect.
- E. Notwithstanding anything to the contrary in the Master Agreement, the State shall not be responsible for the Contractor's attorney fees and/or expenses.
- F. Notwithstanding anything to the contrary in the Master Agreement, the State does not agree to auto-renewal of maintenance, technical support, service fees, subscription fees or any other product or service requiring periodic renewal.
- G. Notwithstanding anything to the contrary in the Master Agreement, all payments due from the State shall be made in accordance with the Prompt Payment Act (N.J.S.A. 52:32-32 et. seq.), Section 6.5 of the State's Standard Terms and Conditions, and shall be due no sooner than 60 calendar days from the receipt of a properly executed State invoice, or 60 calendar days from the receipt of goods or

services, whichever is later. Contractor shall invoice each Authorized Purchaser for the full cost of their purchases made under this New Jersey Participating Addendum.

H. Procurement Efficiency Program

- A. Quarterly Sales Reporting - The Contractor shall submit a Sales Report documenting all sales made under the New Jersey Participating Addendum. The Sales Report shall be submitted directly to Periscope no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:
 - a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
 - b. Purchasing entity;
 - c. Total of Procurement Efficiency Program Fee amount due for the reporting quarter;
 - d. Such other information as the State may reasonably request;
 - e. If no sales were made against this New Jersey Participating Addendum during the reporting quarter, then a report shall be submitted showing zero sales and zero Procurement Efficiency Program Fee due; and
 - f. Quarterly Sales Reporting and remittance of the Procurement Efficiency Program Fee shall begin on the first calendar quarter starting after the effective date of the New Jersey Participating Addendum.
- B. Procurement Efficiency Program Fee - For all purchases made under this New Jersey Participating Addendum, that have been invoiced, the Contractor shall remit the Procurement Efficiency Program Fee in the amount of one percent (1%) of all Purchases to Periscope acting on behalf of the State of New Jersey.
- C. Remittance of the Procurement Efficiency Program Fee - On a quarterly basis, the Contractor shall remit the Procurement Efficiency Program Fee directly to Periscope no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. Failure to remit the Procurement Efficiency Program Fee timely and accurately may result in Contract termination as outlined in the "Termination of Contract" clause of the State of New Jersey Standard Terms and Conditions.
- D. Retention and Inspection of Records and Audit - The Contractor shall keep records of all sales made to all Using Agencies in sufficient detail to enable the State to determine the Procurement Efficiency Program Fee payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. If such examination reveals underpayment of the Procurement Efficiency Program Fee, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and/or Periscope for the cost of the audit.

- I. **NJSTART** Marketplace Catalog Enablement - Contractor shall cooperate with State and/or Periscope as requested to upload catalog items and pricing consistent with this New Jersey Participating Addendum. Contractor shall upload catalog within (thirty) 30 calendar days of the date of execution of this New Jersey Participating Addendum. Failure to cooperate will result in the Contractor's good and/or services not being represented in the **NJSTART** Marketplace. The Contractor shall ensure that the catalog complies with the scope, and terms and conditions of this New Jersey Participating Addendum. Any identified deviation from the New Jersey Participating Addendum must be corrected immediately. Any catalog that does not comply with the scope and terms and conditions of this New Jersey Participating Addendum can lead to a breach of contract and will be escalated to the Division of Purchase and Property's Contract Compliance and Audit Unit for review and possible action.

J. Contract Transition

Prior to the termination of this contract, in the event that a new contract is awarded, Contractor hereby acknowledges that any disruption in services being provided under this New Jersey Participating Addendum may have a detrimental impact on the State. Accordingly, the Contractor shall assist with the transition of the services, including the return or exchange of data provided under this Contract, to a new contractor so as to avoid a disruption in goods/services to the State. The State contract manager shall provide written notice to the Contractor of what is required for a smooth transition.

8.0 The State of New Jersey Mandatory Certification Requirements

The following are the State of New Jersey standard procurement forms and requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

- A. [Ownership Disclosure](#) (N.J.S.A. 52:25-24.2);
- B. [Disclosure of Investment Activities in Iran](#) (N.J.S.A. 52:32-55 et. seq.);
- C. [Disclosure of Investigations and Actions Involving Bidder Form](#);
- D. [MacBride Principles](#) (N.J.S.A. 52:34-12.2);
- E. [Source Disclosure Certification](#) (N.J.S.A. 52:34-13.2);
- F. [Completed Contractor Certification and Disclosure of Political Contributions](#) (N.J.S.A. 19:44A-20:13 et. seq.);
- G. [Vendor Certification](#) (P.L. 2005, c.271);
- H. New Jersey Business Registration (N.J.S.A. 52:32-44);
- I. Proof of insurance as specified herein;
- J. [Proof of compliance with New Jersey Affirmative Action requirements](#) (N.J.A.C. 17:27-1.1 et. seq.):
 - New Jersey Form AA-302 Affirmative Action Employee Information Report; or
 - New Jersey Affirmative Action Certificate; or
 - Federal Affirmative Action Approval Letter.
- K. [Certification of Non-Involvement in Prohibited Activities in Russia and Belarus](#)

9.0 Primary Contacts

Any notice between the parties provided for in this Participating Addendum, or elsewhere in the Master Agreement shall be in writing, and shall be sent both via regular certified mail return receipt requested and via email to the addresses provided. The Parties should give prompt notice to each other if the appropriate person or address changes. The primary contacts for this Participating Addendum are as follows:

State of New Jersey – Department of the Treasury – Division of Purchase and Property	
Name	Kimara Young
Title	Procurement Specialist
Address	33 West State Street, 8 th Floor, PO Box 230 Trenton, New Jersey 08625-0230
Telephone	609-633-9809
Email	kimara.young@treas.nj.gov

The Hertz Corporation	
Name	Nadika A. Perera
Title	Key Account Manager, Government Sales
Address	
Telephone	239-301-7635
Email	nadika.perera@hertz.com

IN WITNESS WHEREOF, The Contractor and the State have caused this Participating Addendum to be executed by their authorized representatives and agree that this Participating Addendum may be executed in counterparts, each original signed page to become part of the original document.

The Hertz Corporation

<i>Michael DeRosa</i>	<u>6/2/2025</u>
_____ Signature	_____ Date
 Michael DeRosa, Senior Director Government Sales	
_____ Print Name and Title	

The State of New Jersey
Department of the Treasury - Division of Purchase and Property

DocuSigned by: <i>Amy Davis</i>	<u>June 3, 2025</u>
_____ 7E4C34855620430 Amy F. Davis, Acting Director	_____ Date

Approved as to Form
Matthew J. Platkin, Attorney General
State of New Jersey – Department of Law and Public Safety

<i>Brandon Bowers</i>	<u>6/3/2025</u>
_____ Signature	_____ Date
 DAG Brandon Bowers	
_____ Print Name and Title	

EXHIBITS

EXHIBIT A - The State of New Jersey Standard Terms and Conditions

EXHIBIT B - The Master Agreement, including its attachments and exhibits

EXHIBIT C - The Hertz Rental Agreement

EXHIBIT D - The Solicitation

EXHIBIT E - The Contractor's response to the Solicitation, incorporated by reference

EXHIBIT A

The State of New Jersey Standard Terms and Conditions



State of New Jersey Standard Terms and Conditions

(Revised February 8, 2024)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Quote or Proposal.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations or codes cited herein are available for review at the [New Jersey State Library](#), 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director of the Division of Purchase and Property (Director) during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 *et seq.*) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Contractor's failure to submit the completed and signed form prior to or with its Quote will result in the Contractor being ineligible for a Contract award, unless the Division of Purchase and Property (Division) has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 *et seq.* and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions

Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.5 AFFIRMATIVE ACTION

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at https://www.state.nj.us/treasury/contract_compliance/.

2.6 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.7 MACBRIDE PRINCIPLES

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.8 PAY TO PLAY PROHIBITIONS

New Jersey law insulates the negotiation and award of State contracts from political contributions that pose a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order 333 (2023).

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), a "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23. The agency conducting the procurement will need to determine whether the procurement meets the Election Transparency Act definition of a "fair and open process" and instruct vendors on the applicability of Chapter 51.

A. For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do not require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

B. For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), and Executive Order 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods. It shall be a breach of the terms of the contract for the Business Entity to:

- (1) Make or solicit a contribution in violation of the statute;
- (2) Knowingly conceal or misrepresent a contribution given or received;
- (3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor;
- (5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- (6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (7) Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- (8) Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a Continuing Political Committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8. A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51 /Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial candidate have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>.

2.9 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L.2005, c.271, rev. P.L.2023, c.30) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and
- F. The provisions cited above in paragraphs 2.8A through 2.8E shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known

as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.13 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.14 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Quote, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not identified on the list of persons or entities engaging in prohibited activities in Russia or Belarus. Consistent with the federal law, the list of persons and entities engaging in prohibited activities in Russia or Belarus shall consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus.

3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor's signature on [the proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [the proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [the proposal] shall comply with

the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.5 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor

or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.7 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.8 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

3.9 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

3.12 CYBERSECURITY INCIDENT REPORTING REQUIREMENT

Pursuant to N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19), Contractors that have access to, or host the State's network(s), system(s), application(s), or information shall report Cybersecurity Incidents to the New Jersey Office of Homeland Security and Preparedness (NJ OHSP) at <https://www.cyber.nj.gov/report/> within 72 hours of when the Contractor reasonably believes that a Cybersecurity Incident has occurred.

Consistent with N.J.S.A. 52:17B-193.2, "Cybersecurity Incident" means a malicious or suspicious event occurring on or conducted through a computer network that jeopardizes the integrity, confidentiality, or availability of an information system or the information the system processes, stores, or transmits.

Consistent with N.J.S.A. 52:17B-193.3(f), any Cybersecurity Incident notification submitted to the NJ OHSP shall be deemed confidential, non-public, and not subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.), commonly known as the New Jersey Open Public Records Act, as amended and supplemented, and may not be discoverable in any civil or criminal action or subject to subpoena, unless the subpoena is issued by the New Jersey State Legislature and deemed necessary for the purposes of legislative oversight.

This reporting required by N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19) to NJ OHSP is in addition to the Contractor's responsibility to report Security Incidents as may be set forth in Contract Scope of Work or the Waivered Contracts Supplement to the State of New Jersey Terms and

Conditions. If the Waivered Contracts Supplement is not made part of the contract and a notification period is not specified in the Contract Scope of Work, the Contractor shall give notice of the Cybersecurity Incident to the Using Agency as soon as practicable, but no less than one business day, after the Contractor reasonably believes that a Cyber Security Incident has occurred.

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (A) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
 3. \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections A, B, and B. above may be amended for certain commodities when deemed in the best interests of the State by the Director.

5.0 TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 FORCE MAJEURE

Neither party will be liable to the other for any delay or inability to perform its obligations if such delay or inability arises from any act of God, fire,

natural disaster, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, pandemic or other public health crisis (arising during the term of the contract) In the event of such a delay or inability to perform, the time for performance will be extended by an amount reasonable under the specific circumstances and mutually agreed-upon date sufficient to allow Vendor to perform the work delayed by the force majeure.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, whether including new work required by the change in law or to eliminate work no longer required by the change in law along with a commensurate price change. The parties shall negotiate the terms of the change in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision taking all relevant information into account, and shall notify the Contractor of the final adjusted scope of work and contract price.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance.

5.7 TERMINATION OF CONTRACT

- A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;
- B. For Cause:
 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and
 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.
- C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and
- D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such

consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents, shall be construed as creating any contractual relationship between any subcontractor and the State.

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS AND AUDITS

- A. Pursuant to N.J.A.C. 17:44-2.2, the contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- B. The State may request, receive, review, and audit copies of any and all records and documents related to a State contract at any time. The Contractor shall make a good faith effort to cooperate with the request and upon receipt of the request, the Contractor shall promptly provide

the requested records and documents free of charge in the time, place, and manner specified. Failure of the contractor to comply with the request or the audit may be used by the State to establish contract non-compliance, to take any action, or seek any remedy available under the contract, at law, or in equity.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

5.17 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

5.18 ADVERTISING

The Contractor shall not use the State's name, seal, or logos as a part of any commercial advertising without first obtaining the prior written consent of the New Jersey Secretary of State. The Contractor shall not use a Department or Using Agency's name, seal, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Department.

5.19 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

5.20 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. Notwithstanding the requirements of the Bid Solicitation, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Contractor in its Quote.

5.21 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard and the Contractor agrees to provide the State with technical information available to support such VPAT documentation in the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. In addition, Contractor shall defend any claims

against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Provider in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Provider's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Vendor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
 - (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
 - (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

6.0 TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract

resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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, sexual orientation, gender identity, 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. The 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.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The 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 the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The 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.
- (6) The 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/her 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 orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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 Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall 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. The 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. Contractors are required to 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. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The 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 the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract 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 workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. 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 paragraph (b)(1) of this section, in the sum of \$27 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 the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user 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 the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 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 the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

- 7.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 7.9.1.2 The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B - CONSTRUCTION CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.
- After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.
- The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.
- The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.
- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

State of New Jersey Standard Terms and Conditions
(Revised February 8, 2024)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Signature

Date

Print Name and Title

Print Name of Contractor

EXHIBIT B

The Master Agreement, including its attachments and exhibits

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

N.J.S.A. 47:1A-1, N.J.S.A. 1A-1.1 Personal identifying information

Tax ID: _____

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 or 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)

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

1.198.1 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 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)

EXHIBIT C

The Hertz Rental Agreement



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.

EXHIBIT D

The Solicitation

REQUEST FOR PROPOSALS
for
Passenger Vehicle and Box Truck Rentals

Issued by
the STATE OF OREGON



on behalf of the member states of



SOLICITATION NUMBER S-10700-00011242

RFP WEBSITE: <https://oregonbuys.gov/bsol>

RFP OVERVIEW- RFP AMENDMENT 1

I. INTRODUCTION

This Request for Proposals (RFP) is being issued by the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services (Lead State or DAS) on behalf of the member states of the NASPO ValuePoint cooperative purchasing program (ValuePoint). The purpose of this RFP is to establish one or more Master Agreements with qualified proposers to provide **Passenger Vehicle and Box Truck Rental**.

The Lead State hopes to obtain best value, achieve more favorable pricing than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous Participating States/Participating Entities, and also, to create a selection of environmentally sustainable products for Participating States/Participating Entities to purchase.

The purpose of this RFP and its resulting Master Agreement(s) is intended to benefit all state departments, institutions, agencies, and political subdivisions and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories. Proposals should be generally applicable to all potential Participating Entities and Purchasing Entities, except where specificity is requested.

The initial term of the Master Agreement(s) resulting from this RFP is anticipated to be 1 year, with the option to exercise renewals totaling up to an additional 4 years following the initial term, upon mutual agreement by the Lead State and Contractor.

About NASPO ValuePoint

NASPO ValuePoint is a division of the National Association of State Procurement Officials (NASPO), a non-profit association dedicated to advancing public procurement through leadership, excellence, and integrity. In accordance with NASPO Value Point's Lead State Model™, the Lead State is issuing this RFP, evaluating responses, and establishing Master Agreements with the support and assistance of a Multistate Sourcing Team™ comprised of individuals from other member states, representing a broad range of perspectives that ensure the RFP incorporates best practices recognized by public entities across the country.

Participation in NASPO ValuePoint Master Agreements is convenient and cost-effective for eligible entities—including state departments, institutions, agencies, and political subdivisions, federally recognized tribes, and other eligible public and nonprofit entities in the 50 states, the District of Columbia, and U.S. territories—and suppliers, with no membership or registration required. In 2023, contractors reported a combined spend for passenger vehicle rental of **\$106,620,000 million** in sales through the current Passenger Vehicle Rental portfolio and in 2021 was **\$1.43 million for Box truck rental spend**.

More information about NASPO, NASPO ValuePoint, and the NASPO ValuePoint Lead State Model can be found at www.naspo.org and www.naspovaluepoint.org and in Attachment 6, Participation Information.

II. Scope of Services

The Scope of Services includes but is not limited to: Full reservation services for domestic (North

America) and international Passenger rental services, including but not limited to passenger cars, small and large pickup trucks half ton, sport utility vehicles, 7 passenger mini vans, premium class vehicles, other vehicle classes, various sizes of box trucks, and 12 and 15 passenger vans. Reservations can be made via an online booking tool and agent services through TMC (corporate travel management) for vehicle rental, or box truck by Supplier online tool, walking into a location or by phone.

The Scope of Services is further described in Attachment 8, Exhibits 3 and 4.

III. GENERAL INFORMATION AND INSTRUCTIONS

- A. RFP Single Point of Contact (SPC).** The following individual is the single contact for this RFP:

Kaliska King, CPPB, OPBC
Procurement Analyst
State of Oregon
1225 Ferry St SE
Salem, OR 97301
(503) 798-1907
kaliska.king@das.oregon.gov

All communications related to any provision of this RFP must be directed only to the SPC, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision.

- B. RFP Website.** The RFP and attachments are published in the State of Oregon's electronic procurement system, OregonBuys at <https://oregonbuys.gov/>. OregonBuys is the official source for RFP information and updates.

To find the RFP, go to OregonBuys, put the RFP number in the search bar and click search.

However, if an entity or person wants to propose and respond to the RFP, then, **as a Proposer, the entity or person must be registered in OregonBuys.** There is vendor help link and registration link farther down on the OregonBuys main page.

- C. RFP Documents.** This RFP consists of this RFP Overview, the following attachments, and any official amendments to the RFP posted by the Lead State to OregonBuys:

1. Attachment 1, RFP Terms and Conditions
2. Attachment 2, Service Categories and Minimum Qualifications
3. Attachment 3, Proposer Information, Acknowledgements, and Certifications
 - a. Attachment 3.1.1 Certified Disadvantaged Business Outreach Form
 - b. Attachment 3.1.2 Responsibility Inquiry
4. Attachment 4, Cost Proposal
 - a. Attachment 4-1, Passenger Vehicle Rental
 - b. Attachment 4-2, Box Truck Rental
5. Attachment 5, Proposer Response Worksheet for Passenger Vehicle Rental
 - a. Attachment 5.1 Response Worksheet for Box Truck Rental

6. Attachment 6, Participation Information
7. Attachment 7, RFP Evaluation Plan
8. Attachment 8, Sample Master Agreement
 - a. Attachment 8-1, State of Oregon, State Specific Terms and Conditions
9. Attachment 9, Claim of Business Confidentiality
10. Completed Attachment 10, Proposed Modifications to Sample Master Agreement, if applicable.

D. Schedule of Important Dates.

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFP.

Event	Date	Time
RFP Release Date	August 12, 2024	
Pre-Proposal Conference	August 21, 2024	8:30 AM
Questions / Requests for Clarification Due	August 28, 2024	4:00 PM
Answers to Questions / Requests for Clarification Issued (<u>approx.</u>)	September 5, 2024	
RFP Protest Period Ends	August 22, 2024	
Opening (Proposal Due Date)	September 26, 2024 <u>October 3, 2024</u>	
Evaluation Period (approx..)	October /November 2024	
Issuance of Notice of Intent to Award (<u>approx.</u>)	November/December 2024	
Award Protest Period Ends	7 days after Intent to Award is issued	

Dates and deadlines are subject to change. Proposers should continue checking the RFP Website for the most up-to-date information.

E. Pre-Proposal Conference.

The Lead State intends to host a pre-proposal conference for all interested entities or persons. Prospective Proposers' participation in the RFP pre-proposal conference is optional but is highly encouraged. Registration **is not** required, but parties interested in participating in the pre-proposal conference must email the SPC **no later than August 20, 2024, by 3:00 PM to receive a Microsoft Teams meeting invitation.**

The purpose of the pre-proposal conference is to:

- Provide additional description of the Participating States' and Participating Entities' needs;
- Explain the RFP process; and
- Answer any questions prospective Proposers may have related to the States' needs or the process.

The pre-proposal conference will be held: Virtually via Teams on August 21, 2024 8:30 AM Pacific Time.

Statements made at the pre-proposal conference are not binding upon the Lead State. Prospective Proposers may be asked to submit questions in Writing.

F. Solicitation Questions and Answers.

- 1. Read and review this RFP, including all attachments, exhibits, and amendments.**
2. For questions about the content of this RFP, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP, submit question(s) through the Q&A function on OregonBuys no later than the RFP Q&A Deadline identified in Section II.D. Questions must reference the Solicitation Number and the specific section of the RFP to which the question relates.
3. For assistance with technical issues associated with the website for the RFP, contact OregonBuys Vendor assistance, located on the OregonBuys website listed above.

G. Solicitation or Solicitation Amendment Protests. Prospective Proposers may submit a protest of the of the RFP or an RFP Amendment as set forth in Sections VII and VIII below.

H. How to Respond.

- 1. Read and review this RFP, including all attachments, exhibits, and amendments, specifically including Attachment 5 and 5.1, Proposer Response Worksheet and including other required attachments.**
2. Prepare a Proposal that:
 - a. Follows the requested format;
 - b. Includes the Solicitation Number on all materials making up the Proposal;
 - c. Addresses each question and request for a response in this RFP and includes the Section of the RFP Proposer is responding to, including all questions in Attachment 8, Proposer Response Worksheet;
 - d. Clearly demonstrates Proposer's ability to meet the Participating States' and Participating Entities' needs described in Attachment 5 and Attachment 5.1, sub section; and
 - e. Includes all required submissions identified in Section IV below.
- 3. Delivery of Proposals.** Proposer must submit its Proposal electronically through OregonBuys on or before the RFP Close Date, including all Attachments.

Detailed instructions on how to submit a Proposal can be found at: [OregonBuys Vendor Formal Solicitation Response.pdf](#)

Proposer is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before RFP Open Date. The Lead State is not responsible for any transmission errors or delays, or for any mis-delivery for any reason. A Proposal submitted by any means not authorized above will be rejected.

IV. PROPOSER RESPONSE

A. Required Submissions. The following must be submitted with Proposer's proposal:

1. Completed Attachment 02, Service Categories and Minimum Qualifications.
2. Completed Attachment 03, Proposer Information, Acknowledgement, and Certifications.
3. Completed **Amendment 1** Attachment 4-1 Passenger Vehicle Rental Cost Proposal and **Amendment 1** 4-2 Box truck Proposal submitted as a separate document and separate file. If Proposer is only submitting for one category only submit the one Proposer is proposing on.
4. Completed Attachment 5, Proposer Response Worksheet for Passenger Vehicle Rental and/ or Attachment 5.1 Response Worksheet for Box Truck Rental. Proposer may submit a Proposal for both categories.
5. Completed and signed Attachment 9, Claim of Business Confidentiality
6. Completed Attachment 10, Proposed Modifications to Sample Master Agreement, if applicable.
7. Redacted copy of Attachment(s) clearly marked as such, if claiming an Attachment contains confidential, proprietary, protected information or that information in the Attachment is otherwise exempt from disclosure.
8. For Proposers interested in entering into a Participating Addendum with the State of Oregon, Additional Submission Requirements for the RFP Process
 - Completed Attachment 3.1.1, Certified Disadvantaged Business Outreach Form
 - Complete Attachment 3.1.2, Responsibility Inquiry

B. Other Documents. The following are informational only and do **not** need to be submitted with Proposer's proposal:

1. This RFP Overview
2. Attachment 1, RFP Terms and Conditions
3. Attachment 7, RFP Evaluation Plan
4. Attachment 8, Sample Master Agreement
5. Attachment 6, Participation Information

V. EVALUATION AND AWARD PROCESS

A. Proposals will be sealed until the RFP Close Date. There will be no public opening. The Lead State will make the name(s) of the Proposers available on OregonBuys 3 Business

Days after the RFP Close Date; no other information will be made available at that time. Proposals received will not be available for inspection until after the evaluation process has been completed and the notice of Intent to Award is issued pursuant to OAR 125-247-0630.

- B.** After opening, Proposals will be evaluated in stages as set forth in this section and further detailed in Attachment 7, RFP Evaluation Plan.
- C.** The Lead State will determine if an apparent successful Proposer(s) is Responsible prior to the award and execution of the Master Agreement, based upon information included in Attachment 7 or as otherwise known by the Lead State, NASPO ValuePoint or members of the Sourcing Team or Evaluation Committee.
- D.** Prior to announcement of awards and execution of Master Agreements, the Lead State will present an award recommendation to NASPO ValuePoint for approval of the proposed awards.
- E.** Following approval of NASPO ValuePoint, the Lead State will notify all Proposers in Writing, via the OregonBuys website, that the Lead State intends to award a Master Agreement to the selected Proposer(s) (“Notice of Intent to Award”).
- F.** If the Lead State receives only one Proposal, the Lead State may dispense with the evaluation process and Intent to Award protest period and proceed with Master Agreement Negotiations and award.
- G. Protest of the Notice of Intent to Award.** Affected Proposers may submit a protest of the awards as set forth in this attachment, Section VIII.
- H. Master Agreement(s).** The Lead State intends to enter into one or more Master Agreement(s) with awardees substantially in the form attached hereto as Attachment 8 Sample Master Agreement, subject to accepted Proposed Modifications as detailed in Attachment 10, Proposed Modifications to Sample Master Agreement, if applicable. The initial term of the Master Agreement(s) resulting from this RFP will be one (1) year, with the option to exercise renewals totaling up to an additional four (4) years following the initial term, upon mutual agreement by the Lead State and Contractor. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement resulting from this RFP for the purpose of making the Master Agreement coterminous with others. If this RFP is a re-solicitation of an existing NASPO ValuePoint portfolio, the Lead State may, at its option, defer the effective date of Master Agreements resulting from this RFP to reduce or eliminate overlap in portfolio term.
- I. Participating Addenda.** Participating Entities may enter into one or more Participating Addenda with awardees of Master Agreements as set forth in Attachments 6.1-6.7.

VI. OREGON SPECIFIC REQUIREMENTS

The State of Oregon hereby provides notice of its intent to participate in this cooperative procurement on behalf of the State, its agencies, political subdivisions, and issue one or more Participating Addendum, in a form substantially similar to Attachment 6-1-6.7, Participating Addendum for the State of Oregon, to awardees of Master Agreements, as further set forth in Attachment 6, Participation Information.

If Proposer wishes to provide Products and Services to the State of Oregon, Proposer must submit additional Oregon Only information as set forth in Attachment 3.1 or 3.1.2, Proposer Response Worksheet; Proposer must comply with the selection process for awardees of a Participating Addendum for the State of Oregon as set forth in Attachment 6, Participation Information; and Proposer must negotiate and enter into a Participating Addendum for the State of Oregon, Attachment 6-4, Participating Addendum for the State of Oregon.

VII. SOLICITATION PROTESTS

- A. Protests to the RFP.** A prospective Proposer may submit a Written protest of anything contained in this RFP, including but not limited to, the RFP process, evaluation, Minimum Qualifications, and the Sample Master Agreement. This is prospective Proposer's only opportunity to protest the provisions of the RFP, except that Proposer may protest as provided below. Protests to the RFP must be received by the due date and time identified in the Attachment 00 Overview, sub section- II. D Schedule.
- B. Protests to Amendment(s).** A prospective Proposer may submit a Written protest of anything contained in an Amendment. Protests to an Amendment, if issued, must be submitted by the due date and time specified in the Amendment or, if no due date and time is specified in the Amendment, by 5:00 p.m. Pacific Time on the second Business Day following the issuance of the Amendment; otherwise, the protest will not be considered. Protests of matters not added or modified by the Amendment will not be considered.
- C. Protest Requirements.** All protests of the RFP or an Amendment to the RFP must be delivered to the RFP Contact via email and must be sent by an authorized representative of the prospective Proposer. The protest must:
1. Include a reference to the RFP number;
 2. Include the prospective Proposer's name and contact information;
 3. Detail the reason for the protest, including: (i) the grounds that demonstrate how the Procurement Process is contrary to law, Unnecessarily Restrictive, legally flawed, or improperly specifies a brand name; and (ii) Evidence or documentation that supports the grounds on which the protest is based; and
 4. Set forth the proposed changes to the RFP provisions or other relief sought.
- D. Response to Solicitation Protests.** The Lead State will address all timely submitted protests within a reasonable time and will issue a Written decision to the respective Proposer. Protests that do not include the required information may not be considered by the Lead State. The Lead State, in its sole discretion, may issue an Amendment to the RFP to address requested changes based upon the protest(s). However, in no event will decision related to a Solicitation protest be issued less than 3 Business Days prior to the close of the RFP.
- E. Judicial Review.** The Lead State's decision on a protest of a Solicitation document is reviewable by the Circuit Court for Marion County, Oregon in accordance with the provisions of ORS 279B.405.

VIII. PROTESTS OF THE NOTICE OF INTENT TO AWARD

- A. Protest Submission.** An Affected Proposer shall have 7 Calendar Days from the date of the Notice of Intent to Award to file a Written protest.
- B. Affected Proposer.** A Proposer is an Affected Proposer only if the Proposer would be eligible for a Master Agreement award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:
1. All higher ranked Proposals are non-Responsive.
 2. The Lead State has failed to conduct an evaluation of Proposals in accordance with the criteria or process described in the RFP.
 3. The Lead State abused its discretion in rejecting the protestor's Proposal as non-Responsive.
 4. The Lead State's evaluation of Proposal or determination of award otherwise violates ORS Chapter 279B or ORS Chapter 279A.
- C. Protest Requirements.** An Affected Proposer may submit a protest of the Notice of Intent to Award to the RFP Contact via email. The protest must be sent by an authorized representative of the prospective Proposer. The protest must:
1. Reference the Solicitation Number;
 2. Include Proposer's name and contact information;
 3. Be signed by an authorized representative of Affected Proposer; and
 4. Specify the grounds for the protest.
- D. Response to Protests.** The Lead State will address all timely submitted protests within a reasonable time and will issue a Written decision to the respective Proposer. Protests that do not include the required information may not be considered by the Lead State.
- E. Judicial Relief.** The Lead State's decision on a protest of a contract award is reviewable by the Circuit Court for Marion County, Oregon in accordance with the provisions of ORS 279B.415.