

**Participating Addendum Number
PO-10700-00050035
for
Passenger Vehicle and Box Truck Rental
between
State of North Dakota
and
EAN Services, LLC**



This Participating Addendum is entered into by State of North Dakota (“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-10700-00050035, executed by Contractor and the State of Oregon (“Lead State”) for Passenger Vehicle and Box Truck Rental (“Master Agreement”):

EAN Services, LLC (“Contractor”)
600 Corporate Park Drive
St. Louis, MO 63105

I. Participating State shall participate in:

- a. **Passenger Vehicle Rental Only** ☐
- b. **Box Truck Rental Only** ☐
- c. **Both Passenger Vehicle and Box Trucks** ☒
- d. **Personal Use is allowed under this PA as mutually agreed upon with Participating Entity and Contractor.** ☒

II. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Ryan Benhoff
Strategic Sales Director
Ryan.J.Benhoff@em.com
314-928-3079

Participating Entity’s contact for this Participating Addendum is:

Chad Keech
Senior State Procurement Officer
ckeech@nd.gov
701-328-2767

- III. TERM.** This Participating Addendum is effective as of the date of the last signature below 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 in the Master Agreement or herein.
- IV. PARTICIPATION AND USAGE.** 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, with the exclusion of those identified in Attachment B.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by mutual agreement of Participating Entity and Contractor within ten (10) calendar days of the amendment's effective date and such agreement is documented thereafter via written amendment hereto.

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. Capitalized terms used but not defined in this Participating Addendum shall have the meanings given in the Master Agreement.

- VII. REQUEST FOR SERVICES.** Purchasing Entities may place a Request for Services under this Participating Addendum by referencing the applicable CD number. Any Authorized User may reserve a Passenger Vehicle or a Box Truck via a Request for Services by using the Account Number provided by Contractor to the Purchasing Entity. 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.** Contractor shall provide Participating Entity with reports as stated in Section 5.3 of Exhibit 1 to the Master Agreement. Contractor shall provide calendar quarterly reporting no later than 60 days following the end of each quarter.
- 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 must 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 reasonably comply with the requirements set forth therein.
- X. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
 - b. Attachment B: Participating Entity Product and Service Exclusions
 - c. Attachment C: Participating Entity-specific Pricing
- XI. NOTICE.** Any notice required herein shall be sent to the following:
- For Contractor:
- EAN Services, LLC
Legal Department
600 Corporate Park Drive
Clayton, MO 63105
- For Participating Entity:
- Chad Keech
Senior State Procurement Officer
ckeech@nd.gov
701-328-2767
- XII. 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:

Chad Keech
Signature

Chad Keech
Printed Name

Senior State Procurement Officer
Title

9/12/2025
Date

CONTRACTOR:

Matthew Morrison
Matthew Morrison (Sep 12, 2025 13:22:09 CDT)
Signature

Printed Name

Title

Date

Attachment A

1. Coterminous: The term of this Participating Addendum shall be coterminous with the Master Agreement Contract Number PO-10700-00050035.
2. Compliance with Public Records Laws: Contractor understands that, except for disclosures prohibited in this Participating Addendum, Participating Entity must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records obtained or generated by Contractor under this Participating Addendum, except for records that are confidential under this Participating Addendum, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Contractor agrees to contact Participating Entity as soon as commercially reasonable upon receiving a request for information under the public records law and to comply with Participating Entity's instructions on how to respond to the request.
3. Spoliation: Contractor shall notify Participating Entity of all potential claims that Contractor is aware of that arise as a result of Contractor's performance under this Participating Addendum. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Participating Entity the opportunity to review and inspect the evidence, including the scene of an accident.
4. Cooperative Purchasing Contract: This Participating Addendum is a cooperative purchasing contract established pursuant to N.D.C.C. § [54-44.4-13](#). This Participating Addendum is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C. [ch. 39-04.2](#), and the International Peace Garden. The Participating Entity hereby represents that all such entities authorized to use statewide contracts shall be bound by all of the Terms and Conditions of the Master Agreement and this Participating Addendum as if each such entity were an original signatory hereto. Participation in this open-ended Participating Addendum is not mandated; therefore, the estimated volume of this Participating Addendum is not known.
5. Governing Law and Venue: This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

6. Indemnification: In addition to any indemnity obligations found within the Master Agreement, Contractor agrees the legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. Contractor also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement. The State hereby acknowledges its responsibility for payment and all other obligations of its renters including, without limitation, third party liabilities for damages and injuries arising out of the use or operation of a vehicle rented hereunder.
7. Insurance
Participating Entity confirms that the certificate of insurance provided by Contractor satisfies insurance required by Participating Entity of Contractor.
- The Contractor shall provide a certificate of insurance prior to commencement of this agreement and any required endorsements as soon as practicable electronically to:
- State Procurement Office – Chad Keech - ckeech@nd.gov
- Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.
8. Alternative dispute resolution – Jury Trial: Neither Contractor nor Participating Entity agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. Neither Contractor nor Participating Entity waive any right to a jury trial.
9. Attorney Fees: In the event a lawsuit is instituted by Participating Entity to obtain performance due under this Participating Addendum, and Participating Entity is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay Participating Entity's reasonable attorney fees and costs in connection with the lawsuit.
10. Liability Protection for Box Truck: For rentals in the U.S. to Authorized Users for Business Use who are 21 years old or older only, rates for Box Trucks include LP for accidents arising out of the operation or use of the rental vehicle with a combined single limit of \$1,000,000, upon the terms and subject to the limitations set forth in the Master Agreement and herein and in the insurance policy which provides coverage. Unless required by law, Liability Protection excludes any protection afforded under: first party benefits; personal injury protection; medical payments; no-fault; and uninsured or underinsured motorist. No coverage is provided for physical damage to, or theft of, the rental Box Truck.

11. Notwithstanding anything in the Master Agreement to the contrary, the drop fee for Home City or non-airport in-state one-way rentals (i.e. vehicles picked up and dropped off in the same state) in the State of North Dakota shall be \$0.00.

Attachment B: Participating Entity Product and Service Exclusions

The State of North Dakota is participating in the NASPO ValuePoint Master Agreement Contract Number PO-10700-00050035 for Vehicle Rental Services under the terms set forth in this Participating Addendum. However, the following products and services offered under the Master Agreement are **not** authorized for use by the State of North Dakota:

1. Fleet Tracking (Telematics Services)

The State does not permit use of telematics or vehicle tracking services offered under the Master Agreement, including but not limited to GPS monitoring, vehicle diagnostics, or location-based analytics.

All other rental services offered under the Master Agreement may be used in accordance with the terms of this Participating Addendum.

EAN Participating Addendum ND EXECUTION COPY (002)

Final Audit Report

2025-09-12

Created:	2025-09-12
By:	Chad Keech (ckeech@nd.gov)
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-  Document emailed to ryan.j.benhoff@em.com for signature
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-  Document signing delegated to matthew.j.morrison@em.com by ryan.j.benhoff@em.com
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-  Signer ryan.j.benhoff@em.com entered name at signing as Matthew Morrison
2025-09-12 - 6:22:07 PM GMT- IP address: 65.197.19.241
-  Document e-signed by Matthew Morrison (ryan.j.benhoff@em.com)
Signature Date: 2025-09-12 - 6:22:09 PM GMT - Time Source: server- IP address: 65.197.19.241
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