



Commonwealth of Kentucky

MASTER AGREEMENT

CONTRACT INFORMATION			
MASTER AGREEMENT NUMBER: MA 758 2600000451			
Effective Date:	09/15/2025	Record Date:	
Expiration Date:	08/01/2026	Procurement Folder:	1704871
Document Description:	Passenger Vehicle and Box Truck Rentals (Enterprise - EAN)	Procurement Type:	Special Authority Goods & Svcs
Cited Authority:	Intergovernmental Purchases	Version Number:	1

CONTACT INFORMATION

ISSUER:
Vivianne Leonard
502-564-8625
vivianne.leonard@ky.gov

VENDOR INFORMATION	
Name /Address:	Contact:
KY0028979: ENTERPRISE HOLDINGS INC	DEAN HOWAY
12003 SHELBYVILLE RD	502-254-2181
MIDDLETOWN KY 40243	DEAN.A.HOWAY@EHI.COM

COMMODITY / SERVICE INFORMATION							
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

Box Truck Rentals

Extended Description:
Catalog items have 150 free miles per day, 750 free miles per week and 3,000 free per month include in rates: 3/4 Ton Pick up, 3/4 Ton Diesel, 1 ton Pick up , 1 ton Pick up Diesel, mini cargo van, standard cargo van, HD cargo van, HD XL cargo van and Hi-Roof Cargo van.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000		\$0.000000	\$0.00			\$0.00

Passenger Vehicle Rentals

Extended Description:
Catalog Include Enterprise Brand Shuttle Rates

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**PARTICIPATING ADDENDUM NUMBER, MA 758 2600000451
FOR
PASSENGER VEHICLE AND BOX TRUCK RENTAL
BETWEEN
THE COMMONWEALTH OF KENTUCKY
AND
EAN SERVICES, LLC**

This Participating Addendum is entered into by the Commonwealth of Kentucky ("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:

Both Passenger Vehicle and Box Trucks

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
Ryan.J.Benhoff@em.com
314-928-3079

Participating Entity's contact for this Participating Addendum is:

Vivianne Leonard
vivianne.leonard@ky.gov
502-564-4510

III. TERM. This Participating Addendum is effective as of September 15, 2025, 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.

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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.

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.

VII. 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.

VIII. DROP FEES. 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 Kentucky shall be \$0.00.

IX. 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.

X. TAX EXEMPT STATUS. Participating Entity will provide sufficient documentation for Contractor to confirm any tax-exempt status.

XI. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing services provided to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all services, which are to become a part of this contract. This report must reference usage by brief description of the services or other format designated by the Office of Procurement Services.

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The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The Master Agreement pricing shall be adjusted to account for the administrative fee. The administrative fee percentage is only applicable to the net amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to **1.0%** on all base rental charges and the following optional products: GPS units, satellite radio service, toll device, Personal Affects Insurance (PAI), Personal Effects Coverage (PEC), and any charges for additional roadside assistance purchased by the Authorized User, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges received from Authorized Users during the reporting period under this Contract for the period. Fees shall be paid 60 days after the close of the quarter.

Check is to be mailed to the Office of Procurement Services, 200 Mero Street, 5th Floor, Frankfort, KY 40622.

XII. 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.

XIII. INFORMATION TECHNOLOGY STANDARDS. Not applicable.

XIV. ATTACHMENTS. This Participating Addendum includes the following attachments:
a. Attachment A: Commonwealth of Kentucky Master Agreement Terms and Conditions

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

For Contractor:

Ryan Benhoff
GPOCommunications@ehi.com

For Participating Entity:

Vivianne Leonard
vivianne.leonard@ky.gov
502-564-4510

With a copy to:

brcontractreview@em.com

XVI. 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.

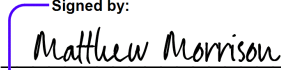
SIGNATURE

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.

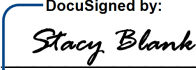
IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

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CONTRACTOR:

Signed by:

Matthew Morrison
Authorized Officer
EAN Services, LLC
9/11/2025
Date

PARTICIPATING ENTITY:

DocuSigned by:

Stacy Blank, Executive Director
Office of Procurement Services
9/11/2025
Date

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ATTACHMENT A

COMMONWEALTH OF KENTUCKY MASTER AGREEMENT TERMS AND CONDITIONS

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax.

Provisions for Termination of the Contract

This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Conflict of Interest

The parties certify by the signatures of duly authorized representatives hereinafter affixed, that they are legally entitled to enter into this agreement and that they shall not be violating, either directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky, by the performance of this agreement.

Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed

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as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Contract Modification

No modification or change of any provision of this Agreement shall be made, or construed to be made, unless such modification is mutually agreed to in writing and the Office of Procurement Services has issued a contract Modification to effect the said change. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

No Fees for Processing Credit Card Payments

The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.