



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 10-01-2025

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0212 0212 CRENTAL25B 1	Procurement Folder:	1759179
Document Name:	CRENTAL25B - NATIONWIDE VEHICLE RENTAL SERVICES	Reason for Modification:	
Document Description:	NASPO MASTER AGREEMENT No: PO-10700-00050035	NASPO MASTER AGREEMENT No. PO-10700-00050035	
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-09-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-08-01

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000186342 EAN SERVICES LLC dba Enterprise Rent-A-Car Co 600 Corporate Park Dr. St Louis MO 63105 US Vendor Contact Phone: 3044153278 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Mark A Atkins Requestor Phone: (304) 558-2307 Requestor Email: mark.a.atkins@wv.gov 2026 FILE LOCATION
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount:	Open End
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Purchasing Division's File Copy

MA 9/30/2025
PURCHASING DIVISION AUTHORIZATION
DATE: 10/14/25
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 10/15/2025
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 10/15/25
ELECTRONIC SIGNATURE ON FILE

Extended Description:

STATEWIDE COOPERATIVE AWARD

CMA 0212 CRENAL25B: NATIONWIDE VEHICLE RENTAL SERVICES

This Statewide open-end contract with EAN Services, LLC. (a subsidiary of Enterprise Holdings, Inc. dba Enterprise Rent-A-Car Co) is to provide Nationwide Vehicle Rental Services to all State of West Virginia Agencies and Political Subdivisions via the attached Participating Addendum Agreement (Master Agreement No. PO-10700-00050035) all incorporated herein by reference and made apart hereof.

Effective Date of Contract: 09/15/2025 through 08/01/2026.

ORDERING INSTRUCTIONS:

STATE AGENCIES: Ordering Requirements - Spending Unit (s) should issue a wvOASIS Agency Delivery Order (ADO) to the Enterprise Rent A Car vehicle rental location. Non-wvOasis agencies should order using appropriate agency ordering procedures.

Special Instructions - This discount is available nationally at any Enterprise vehicle rental location. Agency must use the State of WV User Code: XZ68WWW to obtain discount.

Approvals Required - None

VENDOR CONTACT INFORMATION:

Scott Davisson, Account Manager
304-415-3278 Mobile
Scott.A.Davisson@em.com

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	78111809			EA	0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: VEHICLE RENTALS

Extended Description:

VEHICLE RENTALS -
See attached pricing pages for contract pricing.

Use State of WV User Code: XZ68WWW to obtain discount. This discount is available nationally at any Enterprise Rent A Car Company location.

Participating Addendum
Contract Number: CMA 0212 CRENTAL25B
for
Passenger Vehicle and Box Truck Rental
between
The STATE of WEST VIRGINIA
and
EAN Services, LLC



This Participating Addendum is entered into by The STATE OF WEST VIRGINIA ("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-100700-00050035, executed by Contractor and the State of Oregon ("Lead State") for Passenger Vehicle and Box Truck Vehicle Rental ("Master Agreement"):

EAN Services, LLC ("Contractor")
600 Corporate Park Dr.
St. Louis, MO 63105

I. Participating State shall Participate in:

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

II. PARTICIPATING ADDENDUM CONTACTS:

Contractor's contact for this Participating Addendum is:

EAN Services, LLC

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

Participating Entity's contact for this Participating Addendum is:

West Virginia Purchasing Division

Mark Atkins
Buyer Supervisor
Mark.A.Atkins@wv.gov
304-558-2307

- 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 herein.
- IV. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all West Virginia 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. Issues of interpretation and eligibility for participation are Solely within the authority of the purchasing entity attempting to participate. 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 Orders 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. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

**Participating Addendum Number CMA 0212 CRENTAL25B for
Passenger & Box Truck Vehicle Rental**

Between **THE STATE OF WEST VIRGINIA** and
EAN Services, LLC



- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners, as authorized, to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum
- d. **Amendments.** Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by mutual agreement of the Participating Entity and Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.
- e. **Conflicts.** 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. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number **CMA 0212 CRENTAL25B** on an Order. Each Order 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: The Contractor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

- a. Ordering Entity;
- b. Purchase order number;
- c. Description;
- d. Quantity;
- e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	March 1
March 31	May 30
June 30	August 29
September 30	November 20

IX. PARTICIPATING ENTITY ADMINISTRATIVE FEE: The Contractor shall pay to the West Virginia Purchasing Division by check, an Administrative Fee of One (1) Percent (1.00%) of 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 Traveler, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges received from Authorized Users during the reporting period. Such Administrative Fee shall be paid by Contractor no later than sixty (60) calendar days following the end of each quarter.

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Between **THE STATE OF WEST VIRGINIA** and
EAN Services, LLC



This fee is to be included as part of the prices incorporated into this Participating Addendum and will begin on the contract start date.

Payment shall be made by check payable to the **“WV Purchasing Division”**. The West Virginia Contract number **CMA 0212 CRENTAL25B** must be included on all payments.

Remit Checks To: WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Attn: Purchasing Director

- X. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- XI. MODIFICATIONS & ATTACHMENTS.** This Participating Addendum includes the following modifications and/or attachments:

Modifications: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions.

- a. **WV-96** attached hereto.
- b. **VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- c. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>. Participating Entity acknowledges and agrees that this section does not apply to information provided to or obtained by Vendor or its Affiliates in conjunction with vehicle rental transactions or reservations for same (such information shall be maintained by Vendor and its Affiliates in accordance with the terms of the applicable Rental Contract, the Vendor's privacy policy and applicable law).
- d. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- e. **Intentionally blank.**

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- f. **INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 Million Dollars, the vendor must submit to the Purchasing Division a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this Participating Addendum or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- g. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- h. **ISREAL BOYCOTT:** Contractor understands and agrees that pursuant to W. Va. Code §5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.
- i. **STATE/GOVERNMENT EMPLOYEES:** State employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- j. **PAYMENT METHODS:** Contractor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.) The State will not accept any P-Card transaction fees or late payment fees, interest, or penalties.
- k. 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 West Virginia shall be \$75.00.
- l. Due to Participating Entity's position on indemnification set forth in WV-96, Participating Entity acknowledges and agrees that it is not authorized to utilize youthful drivers as set forth in Exhibit 3, Section 1.2.5 (Youthful Driver Parameters) of the Master Agreement and is also not authorized to utilize Signature on File as set forth in Exhibit 4, Section 1.26 (Signature on File) of the Master Agreement.
- m. Participating Entity acknowledges and agrees to the insurance provisions set forth in Exhibit 4, Section 1.24 (Insurance Coverage) of the Master Agreement. Further, Participating Entity acknowledges and agrees to the following change to Exhibit 4, Section 1.24 (Insurance Coverage) of the Master Agreement:
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."

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Between **THE STATE OF WEST VIRGINIA** and
EAN Services, LLC



- n. Vehicle License Fee. Vehicle Licensing Fee (VLF). Contractor may change the fee amount at any time during the term of the contract. For any changes to the VLF fee within the State of West Virginia, the Contractor must submit a change order to the contract. The VLF fee in the State of West Virginia at the initiation of the contract is \$1.75.

Attachment A: See Attachment_A for PRICING SERVICES AND GOODS AVAILABLE UNDER THIS MASTER AGREEMENT

Addition or Deletion of Items or Services. The Lead State reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the Contractor. Until such time as the Contractor receives a modification, the Contractor shall not accept delivery orders from any Participating Entity referencing such items or services.

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

For Contractor:

EAN SERVICES, LLC

Attn: General Counsel
600 Corporate Park Dr.
St. Louis, MO 63105

For Participating Entity:

WEST VIRGINIA PURCHASING DIVISION

Mark Atkins
Buyer Supervisor
Mark.A.Atkins@wv.gov
304-558-2307

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.

**Participating Addendum Number CMA 0212 CRENTAL25B for
Passenger & Box Truck Vehicle Rental**

Between **THE STATE OF WEST VIRGINIA** and
EAN Services, LLC



SIGNATURE

The undersigned for each Party represent 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.

CONTRACTOR:

EAN Services, LLC

Signed by:
Matthew Morrison
Signature

Matthew Morrison

Printed Name

Assistant Secretary

Title

September 26, 2025 | 11:32 AM PDT

Date

PARTICIPATING ENTITY:

West Virginia Purchasing Division

Samantha Willis
Signature

Samantha Willis

Printed Name

Director & General Counsel

Title

10-14-2025

Date

Exhibit 3.1 Rates and Passenger Vehicle Types

EAN Services, LLC

State of WV User Code: XZ68WV

	Daily Rate for rentals from 1-6 days, per 24 hour period.	Weekly rate for 7 days at 6 x the Daily rate	Monthly rate 24 x the Daily Rate
Sedans			
Economy	\$40.00	\$240.00	\$960.00
Compact	\$40.00	\$240.00	\$960.00
Intermediate	\$40.00	\$240.00	\$960.00
Standard	\$42.00	\$252.00	\$1,008.00
Full Size	\$44.00	\$264.00	\$1,056.00
One Way Rental	\$88.00	Not applicable	Not applicable
Passenger Vans			
Mini Van	\$75.25	\$451.50	\$1,806.00
12 Passenger Van	\$134.51	\$807.06	\$3,228.24
SUV's			
Mid/Standard SUV	\$71.75	\$430.50	\$1,722.00
Full Size/Premium SUV	\$95.00	\$570.00	\$2,280.00
Pick-Ups			
Small Pick Up Truck	\$99.50	\$597.00	\$2,388.00
Large Pick Up Truck	\$99.50	\$597.00	\$2,388.00
Other			
Premium	\$92.00	\$552.00	\$2,208.00
Jeep/Crossover	\$75.25	\$451.50	\$1,806.00
Convertible	\$92.00	\$552.00	\$2,208.00
Compact Hybrid	Not offered	Not offered	Not offered
Intermediate Hybrid	\$57.00	\$342.00	\$1,368.00
Full Size Hybrid	\$59.00	\$354.00	\$1,416.00
15 Passenger Van	\$154.35	\$926.10	\$3,704.40
Electric Vehicles Sedan	\$85.00	\$510.00	\$2,040.00
(Premium SUV) For clarity, rates listed in above cost sheet are only for Large SUV	\$105.00	\$630.00	\$2,520.00
Intermediate SUV	\$55.00	\$330.00	\$1,320.00
Compact SUV	\$49.00	\$294.00	\$1,176.00
Luxury Car	\$95.00	\$570.00	\$2,280.00

Toll Pass Devices	Available upon request, rates vary by region and are subject to change		
Roadside Assistance and what is covered	Basic roadside vehicle support services are included and cover vehicle repairs and/or vehicle exchanges necessary as the result of mechanical failures. Costs for services required to remedy customer induced problems or problems resulting from an accident/collision may be passed onto the customer.		
Roadside Assistance Protection	Available upon request at the time of rental at \$8.99 per day. This protection waives financial responsibility for roadside service as it relates to chargeable roadside incidents: such as lost keys, lock outs and fuel outages.		
International Rates	Discount to be offered to all participating entities, see International tab		
Mileage Charge	Rates include free miles up to 3,500 miles per rental for all vehicle classes except small/large pickup trucks, and 12- and 15-passenger vans, each of which include 150 free miles per day, 750 free miles per week, and 3,000 free miles per month, as applicable. Any additional miles will incur an additional charge of \$.20 cents per mile		
One Way Rental Mileage Charge	One-Way Daily Rates include unlimited mileage except for Premium through Large SUV vehicle classes and for which the mileage charge shall be \$.40 per mile		
Vehicle License Fee (VLF)	\$1.75		
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 West Virginia shall be \$75.00.	\$75.00		

Amount	Daily Surcharges National Brand
\$3.00	Richmond
\$5.00	IL (Excluding Chicago); NY (unless otherwise Indicated); SC (Excluding Myrtle Beach); TN (Excluding Nashville); WI; Augusta; Charlotte; Cincinnati, Cleveland; Harrisburg; Indianapolis; Kansas City; NW Arkansas Regional Airport; Phoenix; Raleigh-Durham; Sacramento; Scranton, St. Louis.
\$8.00	Manchester; Salt Lake City; Seattle.
\$10.00	HI Airports; PR: TX (unless otherwise indicated); Aspen; Atlanta; Burbank; Charleston; WV; Colorado Springs; Denver; Eagle; Hartford; Huntington; Jackson; WY; John Wayne Airport; Minneapolis/St. Paul; Nashville; New Orleans; Pittsburgh; Providence; San Diego; Southern California Regional Airports; Twin Falls; Vail.
\$12.00	DC Airports (IAD & DCA); Baltimore; Detroit; Monterey; Philadelphia; San Francisco East Bay; Santa Rosa.
\$15.00	AK; HI Home City; Boston; Chicago; L.A. International Airport; Midland, TX.
\$16.00	Oakland; San Jose
\$20.00	San Francisco (including SFO, Peninsula, unless otherwise indicated); MT; ND; Rapid City (RAP)
\$30.00	Islip (ISP); Kennedy (JFK); LaGuardia (LGA); Newark (EWR); Westchester (HPN); Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island; NYC/CT/NJ Metro (including Westchester Home-City, Stamford, and Jersey City).

Amount	Daily Surcharges Enterprise Brand (Airports Only)
\$3.00	Richmond
\$5.00	IL (Excluding Chicago); SC (Excluding Myrtle Beach); TN (Excluding Nashville); WI; Augusta; Charlotte; Cincinnati, Cleveland; Harrisburg; Indianapolis; Kansas City; NW Arkansas Regional Airport; Phoenix; Raleigh-Durham; Sacramento; Scranton, St. Louis.
\$8.00	Manchester; Salt Lake City; Seattle.
\$10.00	HI Airports; PR: TX (unless otherwise indicated); Aspen; Atlanta; Burbank; Colorado Springs; Denver; Eagle; Hartford; Huntington; Jackson; WY; John Wayne Airport; Minneapolis/St. Paul; Nashville; New Orleans; Pittsburgh; Providence; San Diego; Southern California Regional Airports; Twin Falls.
\$12.00	DC Airports (IAD & DCA); Baltimore; Detroit; Monterey; Philadelphia; Santa Rosa.
\$15.00	Boston Airports; Chicago Airports; L.A. International Airport; Midland, TX.
\$16.00	Oakland; San Jose
\$20.00	San Francisco Airports; MT Airports; ND Airports; Rapid City (RAP)
\$30.00	Islip (ISP); Kennedy (JFK); LaGuardia (LGA); Newark (EWR); Westchester (HPN).

Amount	Daily Surcharges Enterprise Brand (Airport, except those noted above, and Home-City Locations)
\$5.00	Islip Home-City; NY (Unless otherwise indicated); Seattle
\$10.00	Mt Home-City; ND Home-City; NE (excluding Omaha and Lincoln); PR; SD (Excluding Sioux Falls); WV; WY (Excluding Cheyenne, Laramie, and Jackson); Bemidji, MN, Elko; Las Vegas Strip
\$12.00	DC Metro; L.A. Home-City and West L.A. Area Home-City; San Francisco Central Coast Home-City; San Francisco North and East Bay Home City.
\$15.00	AK, HI Home-City; Boston Home-City; Chicago Home-City; Tahoe
\$16.00	San Francisco South Bay Home-City
\$17.00	NY/CT/NJ Metro (Including Westchester Home-City, Stamford, and Jersey City)
\$20.00	San Francisco (Including Peninsula, unless otherwise indicated) Home-City
\$21.00	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)

EAN Services, LLC

BPRI Rates:

a. In countries not specifically scheduled under the Master Agreement, Purchasing Entity and Authorized User have the opportunity to use their applicable account number to book BPRI Rates (defined below)

-For clarity, BPRI Rates are not applicable or available in any country that has a specific rate schedule under the Master Agreement.

b. "BPRI Rates" means daily rental rates for the Brands, which are inclusive of Damage Waiver (or a comparable product) where offered by the Renting Entity with an excess or deductible in an amount determined by the Renting Entity. BPRI Rates for rentals also include any minimum third party liability insurance or other form of financial responsibility as may be required by law in the applicable jurisdiction (priority and applicability of coverage is regulated by the controlling jurisdictional law).

c. BPRI Rates are subject to change on January 1st each year (or such other time as EAN may determine in its sole discretion) without notice.

d. BPRI Rates are subject to the terms and conditions at the Renting Entity location.

Exhibit 4.1 Rates and Box Truck Types *See Liability insurance below				
EAN Services, LLC				
State of WV User Code: <u>XZ68WWV</u>	Daily Rate for rentals from 1-6 days per 24 hour period.	Weekly rate for 7 days at 6 x the Daily rate	Monthly rate 24 x the Daily Rate	
Box Trucks (No lift gate)				Additional Per Mile Charge
12 feet long, minimum 3,000 payload	\$91.80	\$550.80	\$2,203.20	\$0.14
15 feet long, minimum 3,500 payload	\$100.35	\$602.10	\$2,408.40	\$0.14
16 feet long, minimum 3,500 payload	\$105.10	\$630.60	\$2,522.40	\$0.14
20 feet long, minimum 9,000 payload	\$109.85	\$659.10	\$2,636.40	\$0.14
26 feet long, minimum 9,000 payload	\$118.40	\$710.40	\$2,841.60	\$0.14
Box Trucks (With Lift Gates)				Additional Per Mile Charge
15 feet long, minimum 3,500 payload	\$105.10	\$630.60	\$2,522.40	\$0.14
16 feet long, minimum 3,500 payload	\$105.10	\$630.60	\$2,522.40	\$0.14
20 feet long, minimum 9,000 payload	\$109.85	\$659.10	\$2,636.40	\$0.14
26 feet long, minimum 9,000 payload	\$118.40	\$710.40	\$2,841.60	\$0.14
Pick Up Trucks				Additional Per Mile Charge
Heavy Duty Pick up (3/4 ton)	\$99.30	\$595.80	\$2,383.20	\$0.20
Heavy Duty Pick up (1 ton)	\$108.03	\$648.18	\$2,592.72	\$0.20
Other Rentals Available				Additional Per Mile Charge
Standard Cargo Van	\$88.63	\$531.78	\$2,127.12	\$0.20
Other Trucks/Vans Available				Additional Per Mile Charge
12 Ft Stake Bed	\$109.85	\$659.10	\$2,636.40	\$0.14
Stake Class 4/5 Conventional	\$109.85	\$659.10	\$2,636.40	\$0.14
16 Ft Stake Bed	\$109.85	\$659.10	\$2,636.40	\$0.14
24 Ft Stake Bed	\$119.35	\$716.10	\$2,864.40	\$0.14
26 Ft Stake Bed	\$119.35	\$716.10	\$2,864.40	\$0.14
3/4 Ton Pick up 4WD Diesel	\$103.18	\$619.08	\$2,476.32	\$0.20
1 Ton Pick up Truck 4WD Diesel	\$111.91	\$671.46	\$2,685.84	\$0.20
Mini Cargo Van	\$85.72	\$514.32	\$2,057.28	\$0.20
Heavy Duty Cargo Van	\$90.57	\$543.42	\$2,173.68	\$0.20
Heavy Duty XL Cargo Van	\$92.51	\$555.06	\$2,220.24	\$0.20
Hi-Roof cargo Van	\$97.36	\$584.16	\$2,336.64	\$0.20
24Ft box Truck with lift gate	\$114.60	\$687.60	\$2,750.40	\$0.14

* see below

* see below

* see below

* see below

* see below

* see below

* see below

* see below

Retained Responsibility	All Rates listed in cost sheet above include DW with \$2,500.00 Retained Responsibility		
Liability	\$1M Combined Single Limit included in Rates		
Mileage Included	The following trucks/Vans 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 ick up Diesel, mini cargo van, standard cargo van, HD cargo van, HD XL cargo van and Hi-Roof Cargo van.		
Telematics	Available upon request, rates vary by region		
Preventative Maintech included in rental	Limited to oil changes, fluids, filters, normal wear of brakes and tires. Preventative Maintenance does not include repairs required that are result of neglect, abuse, or collision. Repairs to after market equipment and glass are not included.		
Moving Blankets/Pads/Dollies/Straps	Available upon request, rates vary by region and are subject to change		
Roadside Assistance Protection	Available upon request at \$8.99 per day. This protection waives financial responsibility for roadside service as it relates to chargeable roadside incidents: such as lost keys, lock outs and fuel outages.		
Vehicle License Fee (VLF)	\$1.75		
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 West Virginia shall be \$75.00.	\$75.00		

Amount	Daily Surcharges Enterprise Brand
\$5.00	Islip Home-City; NY (Unless otherwise indicated); Seattle
\$10.00	Mt Home-City; ND Home-City; NE (excluding Omaha and Lincoln); PR; SD (Excluding Sioux Falls); WV; WY (Excluding Cheyenne, Laramie, and Jackson); Bemidji, MN, Elko; Las Vegas Strip
\$12.00	DC Metro; L.A. Home-City and West L.A Area Home-City; San Francisco Central Coast Home-City; San Francisco North and East Bay Home City.
\$15.00	AK, HI Home-City; Boston Home-City; Chicago Home-City; Tahoe
\$16.00	San Francisco South Bay Home-City
\$17.00	NY/CT/NJ Metro (Including Westchester Home-City, Stamford, and Jersey City)
\$20.00	San Francisco (Including Peninsula, unless otherwise indicated) Home-City
\$21.00	NYC Boroughs (Bronx, Brooklyn, Manhattan, Queens, and Staten Island)

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**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor: EAM Services, LLC

Contract/Lease Number ("Contract"): CMA 0212 ORENTAL25B

Commodity/Service: Passenger & Box Truck Vehicle Rental Services

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominant over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

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12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: West Virginia Purchasing Division

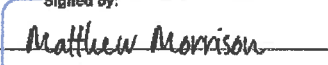
By: 

Printed Name: Mark Atkins

Title: Buyer Supervisor

Date: 9/30/2025

Vendor: EAN Services, LLC

Signed by: 

By: 

Printed Name: Matthew Morrison

Title: Assistant Secretary

Date: September 26, 2025 | 11:32 AM PDT

Amendment No. 1 to Master Agreement PO-10700-00050035

This is Amendment No. 1 ("Amendment") to Master Agreement PO-10700-00050035, dated July 1, 2025, as amended from time to time ("Master Agreement") between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Services ("DAS SPS") as the lead state, on behalf of the member states of NASPO ValuePoint Cooperative Purchasing Program and other Participating Entities and EAN Services, LLC for itself and as an agent for rental entities (individually and collectively referred to as "Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

The purpose of this Amendment is to:

1. Modify Exhibit 3, Section 3.1 IMPROPER USE OF PASSENGER VEHICLE.
2. Modify Exhibit 4, Section 3.1 IMPROPER USE OF BOX TRUCK.

AMENDMENT

The Master Agreement is amended as follows:

1. Exhibit 3, Section 3.1 IMPROPER USE OF PASSENGER VEHICLE is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
 - t) In a live artillery fire exercises, or used in training or tactical maneuvers, or in police, **military**, or other law enforcement activities, it is being understood that the Master Agreement is intended for business ~~travel~~ **Use only. Usage beyond Business Use may be permitted on a case-by-case basis upon express written consent by Contractor in advance of renting. Participating Entity must contact the assigned Enterprise Business Rental Account Manager to obtain approval.**
2. Exhibit 4, Section 3.1 IMPROPER USE OF BOX TRUCK, is amended to read as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):
 - u) In live artillery fire exercises or used in training or tactical maneuvers, or in police, military or other law enforcement activities, it is being understood that the Master Agreement is intended for Business Use only. **Usage beyond Business Use may be permitted on a case-by-case basis upon express written consent by Contractor in advance of renting. Participating Entity must contact the assigned Enterprise Business Rental Account Manager to obtain approval.**

Except as expressly amended above, all other terms and conditions of Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

Certification:


Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. The number set forth in the contract is Contractor correct taxpayer identification number;

- b. 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 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.
- c. For a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of:
 - i. any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; and
 - ii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; and
 - iii. any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, 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.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.


Authorized Signatures:

EAN Services, LLC

By: 
Title: Matthew Morrison, Assistant Secretary
Date: August 4, 2025

Tax ID: 43-0724835 (Enterprise Holdings, Inc.
with EAN Services, LLC as a disregarded entity)

**STATE OF OREGON, acting by and through its
Department of Administrative Services, State
Procurement Services**

By:  John Anglemier
Title: State Procurement Manager
Date: 08/04/2025

Approved pursuant to ORS 291.047

By: Karen Johnson
Assistant Attorney General
Date: August 1, 2025 via email

NASPO VALUEPOINT MASTER AGREEMENT



NASPO ValuePoint Master Agreement

PO-10700-00050035

This NASPO ValuePoint Master Agreement (“Master Agreement” or “MA”) 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 EAN Services, LLC, for itself and as agent for rental entities (individually and collectively referred to as “Contractor”).

This Master Agreement sets forth the terms and conditions applicable to **Passenger Vehicle Rental and Box Truck Rental** (“Services”); all Purchasing Entities’ rentals are subject to the provisions of this Master Agreement. Purchasing Entities intend to enter into binding and enforceable Contracts with Contractor for the Services by execution of a Request for Services instrument and/or Rental Contract 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 and/or Rental Contract creates a separate Contract between the parties (consisting of the Request for Services instrument and/or Rental Contract together with the terms and conditions of the applicable Participating Addendum and this Master Agreement, as incorporated into the Request for Services and/or Rental Contract) enforceable in accordance with the terms thereof and independent of all other such contracts. The terms and conditions of this Master Agreement shall apply only to Business Use rentals. The opportunity to rent for personal use may be included in a Participating Addendum by mutual agreement of Contractor and a Participating Entity. The opportunity to rent for personal use may be included in a Participating Addendum by mutual agreement of Contractor and a Participating Entity, which will be a percentage off the market rates and CDW and LP will not be included in the rates.

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 4.1 Box Truck Locations**
- 1.1.5. Exhibit 2 – Sample Participating Addendum;**
- 1.1.6. Exhibit 6 –representative sample of Rental Contract (actual Rental Contract form may vary depending upon location); and**

1.1.7. Any other terms and conditions published by Contractor on or after the Effective Date of this Master Agreement or any other terms presented to an end user in a 'click wrap' or similar end user agreement or any other Contractor document presented as part of the Passenger Vehicle Rental or Box Truck Rental.

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 in Section 1.1 above in the order in which they are referenced.

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 of the Lead State and Contractor and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Initial Term and any additional terms are the "Term". The Term of the Master Agreement, including the Initial Term and all renewal terms will not extend beyond July 31, 2030.

4. Products and Services

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

5.1 Price Adjustments

All prices and rates must be guaranteed for the Initial Term of the Master Agreement. Following the Initial Term, any request for price or rate adjustment (a "Request") must be for an equal guarantee period of time and must be made at least 30 Calendar Days prior to the effective date of the price or rate adjustment. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved by the Lead State. Lead State will review all Requests in good faith and will review all supporting documentation as a whole. Lead State must provide initial feedback on the Request within 30 business days of receipt of the Request and such feedback shall include any request for additional supporting documentation from Contractor. Lead State will not act in an arbitrary or capricious manner in any rejection of any price or rate increase. No retroactive adjustments to prices or rates will be allowed.

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 sponsoring and administering the procurement. The construction and effect of the Master Agreement after award 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 and/or Rental Contract 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 Request for Services and/or Rental Contract placed against the Master Agreement or the effect of a 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, 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:

Contractor: EAN Services, LLC

Signature and Date:  July 1, 2025

Printed Name and Title: Matthew Morrison, Assistant Secretary

Tax ID: (EAN Services LLC) 26-1186485

**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:  07/01/2025

Printed Name and Title: John Anglemier State Procurement Manager

Approved Pursuant to ORS 291.047

Printed Name and Title and Date Approved: Karen J. Johnson, Sr. Assistant Attorney General,
June 28, 2025.

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 8 of this Master Agreement.

Additional Authorized Driver shall have the meaning set forth in the applicable Rental Contract and for Business Use rentals shall also include the employer and any fellow employee(s) of the Authorized User.

Authorized User means the employee or contractor of Purchasing Entity authorized (for Business Use) to acquire Services, using the Account Number(s) provided by Contractor, under this Master Agreement.

Business Days means Monday through Friday from 8:00 am to 5:00 pm local time, subject to applicable Participating Entity holidays.

Business Use means rentals which are paid for (including through reimbursement), in whole or in part, by Purchasing Entity.

Collision Damage Waiver (CDW) or Loss Damage Waiver (LDW) insurance coverage waives the right to make the Authorized User/Participating Entity pay for damages to the Passenger Vehicle or Box Truck, provided such CDW or LDW has not been voided pursuant to the terms of this Master Agreement or the Rental Contract.

Confidential Information means any and all information in any form that is marked as confidential or otherwise identified as confidential and is obtained by a receiving party in connection with this 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 Rental Contract (in a form substantially similar to the representative Rental Contract sample attached hereto as Exhibit 6), or other agreed upon ordering instrument issued by a Purchasing Entity under this Master Agreement, together with the terms and conditions of this Master Agreement and a Participating Addendum. For clarity, if Purchasing Entity issues a purchase order for Passenger Vehicles or Box Trucks and such purchase order has terms and conditions included, such terms and conditions will be considered null and void, such that, unless otherwise agreed to by Contractor in writing, the only terms and conditions applicable to the purchase and performance of the Services are those terms and conditions contained in this Master Agreement.

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

Contractor Proprietary Information means any information marked or designated in writing by Contractor as “confidential”

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. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., Contract 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 that provides for the issuance of Contracts against the Master Agreement.

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

Passenger Vehicle means a vehicle for rental by Enterprise Rent-A-Car or National Car Rental, pursuant to Exhibit 3.

Personal Accident Insurance or (PAI) covers medical, ambulance, and death benefits to the driver and passengers in the Rental of a 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 if authorized by a Participating Addendum, that issues a Contract against the Master Agreement and the applicable Participating Addendum and becomes financially committed to the purchase.

Rental Contract means the agreement between Contractor or Rental Entity and an Authorized User for the rental of the Passenger Vehicle or Box Truck, substantially similar to the representative sample of which is attached hereto as Exhibit 6.

Rental Entity means the actual provider of the Passenger Vehicle or Box Truck, which is the Contractor Affiliate operating the facility where the rental originates, as identified in the Contract. Each Rental Entity is an Affiliate of Contractor and is a principal for purposes of this Master Agreement.

Request for Services means a Passenger Vehicle or Box Truck reservation made by an Authorized User, using the applicable account number assigned to the Authorized Users Participating Entity.

Services means the rental of Passenger Vehicles and Box Trucks and all other efforts to be expended by Contractor under this Master Agreement.

Supplemental Liability Insurance (SLI) or Liability Protection (LP) Provides the Authorized User and Additional Authorized Drivers as applicable with insurance for third-party liability claims (bodily injuries and property) pursuant to the terms of this Master Agreement or the applicable Rental Contract.

Third Party means a third-party service provider is any unaffiliated person, company, or entity that performs services for a company.

Box Truck means a vehicle for rental by Enterprise Truck Rental, pursuant to Exhibit 4.

User Information means all information directly or indirectly obtained from Authorized Users 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. Term of Master Agreement

- 2.1 Initial Term.** The Initial Term of this Master Agreement is set forth in Section 3 of the Master Agreement.
- 2.2 Amendment Limitations.** The terms 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.
- 2.3 Amendment Term.** The Term of the Master Agreement may be amended as set forth in Section 3 of the Master Agreement.

3. Order of Precedence for Participating Addendum and Contracts Issued Under this Master Agreement

- 3.1** No Rental Contracts may be entered into under this Master Agreement and the NASPO program unless they use the account number (CD number) provided by the Contractor which references this Master Agreement and the applicable PA.

4. Participants and Scope

- 4.1 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.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Contract by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum, subject to Section 3.
- 4.3 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.
- 4.4 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.

- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 Individual Customers.** Except as may otherwise be agreed to, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement 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. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the Term of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 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.

5. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section 5 are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees for Business Use**
- 5.2.1 NASPO ValuePoint Fee.** For Passenger Vehicle and Box Truck rentals, 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, and if personal use is allowed in a Participating Addendum, sales for personal use). 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.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on Business Use 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. Contractor shall adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state provided that no such adjustment 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.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 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 Participating Entity or Purchasing Entity, including sales to employees for personal use if such use is permitted by the applicable Participating Addendum ("Sales Data"). Although reportable, in accordance with Section 5.2.1, the NASPO ValuePoint Administrative Fee will not be charged on sales for personal use. By placing an Order under this Master Agreement, a Purchasing Entity agrees to have their 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. Subject to confidentiality restrictions set forth in Section 11.3 (Confidentiality), 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.

5.3.2 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 sixty (60) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Request for Services all information required this Master Agreement or by NASPO ValuePoint, including customer information, Request for Services information, and line-item details. Contractor shall, using the agreed upon fields (Subject to change) or template provided by NASPO ValuePoint, report Detailed

Sales Data to NASPO ValuePoint for each calendar quarter no later than sixty (60) 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.

5.3.4 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.

5.3.5 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.

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

5.4.1 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 contract, 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.

5.4.2 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.

5.4.3 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.

5.4.4 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.

5.5 NASPO ValuePoint eMarketPlace

5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the, 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.

- 5.5.2** 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 by loading/maintaining a 'read-only' hosted catalog in the NASPO eMarketPlace", per the Implementation Timeline as further described below.
- 5.5.3** Regardless of how Contractor's presence is reflected in the (i.e. read-only hosted catalog), 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.
- 5.5.4** 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.
- 5.5.5** 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.
- 5.5.6** 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.
- 5.5.7** 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.
- 5.5.8** NASPO Participating Entities may have their 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 agree to work in good faith with the entity and NASPO to implement the catalog.
- 5.5.9** 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.
- 5.5.10** Implementation Timeline: Following the execution 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.

5.5.11 Contractor's NASPO Shall minimally be established within thirty (30) days following the written request.

5.5.12 Contractor shall deliver either a (1) hosted catalog or (2) punchout site" to "deliver a 'read-only' hosted catalog, pursuant to the mutually agreed upon enablement schedule.

5.5.13 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded 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 service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.6 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded 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.

6. Pricing and Payment

6.1 Pricing. Subject to Section 5.2.2 and Exhibit 3,1 and Exhibit 4.1, Section 1.9, the prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.2 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. 45 calendar days after the date of the invoice, the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum 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.

7. Request for Services or Contract

7.1 Request for Services Numbers. Request for Services reservation number also known as confirmation number must be clearly shown on all, invoices, and on all correspondence.

7.2 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.

7.3 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 supplies and/or services contemplated by this Master Agreement.

- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Request for Services or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Request for Services may be placed and a Rental Contract may be entered into consistent with the terms of this Master Agreement and applicable Participating Addendum during the Term of the Master Agreement and the applicable Participating Addendum.
- 7.5.1** Request for Services must be placed and the rental must be completed pursuant to this Master Agreement prior to the termination date of the Master Agreement.
- 7.5.2** Notwithstanding the previous provisions, a Request for Services and Rental Contract must also comply with the terms of the applicable Participating Addendum
- 7.5.3** 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, if funds are not available Purchasing Entity will cancel any future Requests for Services.
- 7.5.4** Contractor shall not honor any Request for Services placed after the expiration, cancellation, or termination of the applicable Participating Addendum, or in any manner inconsistent with this Master Agreement's and the applicable Participating Addendum's terms.
- 7.5.5** If a reserved Passenger Vehicle or Box Truck specified a Request for Services accepted by Contractor is not available, Contractor must offer a vehicle upgrade at no increase in cost to the Authorized User.
- 7.6 Communication.** All communications concerning administration of Request for Services placed must be furnished solely to the Authorized User.
- 7.7 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 or Contracts 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.

8. Inspection and Acceptance

- 8.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 8.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or Request for Services document, the terms of this Section 8 will apply.
- 8.3 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 Contract 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.

9. Indemnification

- 9.1 General Indemnification.** Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property, arising from any grossly negligent or intentional act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to a breach of this Master Agreement.
- 9.2 LIMITATION OF LIABILITY FOR INDIRECT AND CONSEQUENTIAL DAMAGES.** CONTRACTOR, RENTAL ENTITY, LEAD STATE, NASPO, NASPO VALUEPOINT, PARTICIPATING ENTITY, AND PURCHASING ENTITY SHALL NOT BE LIABLE TO ONE ANOTHER FOR ANY LOSS OF REVENUE, PROFITS, OR GOODWILL OR ANY INDIRECT OR CONSEQUENTIAL LOSSES RESULTING FROM BREACH OF THIS MASTER AGREEMENT OR ANY SERVICES PROVIDED THEREUNDER.

10. Insurance

- 10.1 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 their Participating Addendum.
- 10.2 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. Notwithstanding the foregoing, Contractor shall have the right, at its option, to self-insure any or all of the above risks to the extent permitted by applicable law.
- 10.3 Coverage.** Coverage must be written on an occurrence basis one for each awarded category. Coverage shall be with respect to the acts or omissions of Contractor and any of its employees or agents (but not any renters or permissive operators under a Rental Contract), provided that, notwithstanding the foregoing, Contractor shall have the right, at its option, to self-insure any or all of the following risks to the extent permitted by applicable law. The minimum acceptable limits will be as indicated below:
- 10.3.1** 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;
- 10.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 10.4 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.

- 10.5 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.
- 10.6 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.
- 10.7 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) 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.
- 10.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Request for Services.

11. General Provisions

11.1 Records Administration and Audit

- 11.1.1** 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 three (3) 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.
- 11.1.2** 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.

- 11.1.3** 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.

11.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 11.2.1 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 Authorized Users, including:

11.2.1.1 Confidential Information; and

11.2.1.2 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; and

11.2.1.3 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.

11.2.1.4 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; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information;

- 11.2.2 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 and Rental Contract entered into under this Master Agreement. Nothing in this Section 11.2, however, shall be construed to prohibit Contractor from collecting, using, sharing, or disclosing renter data in accordance with the permissible uses outlined in Contractor's privacy policy, which may be accessed at: <https://privacy.ehi.com/en-us/home.html> (the "Privacy Policy"). Contractor shall provide Lead State notice of changes to the Privacy Policy.

- 11.2.2.1** 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.
- 11.2.2.2** 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.
- 11.2.2.3** 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 except that Contractor may retain renter records in accordance with applicable law and the Privacy Policy.
- 11.2.2.4** 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.
- 11.2.2.5** The following information is not subject to the obligations of non-disclosure, 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, or (5) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- 11.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 11.2 would cause irreparable injury to the NASPO ValuePoint, Lead State, Participating Entity/Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, NASPO ValuePoint, Lead State, Participating Entity/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 NASPO ValuePoint, Lead State, Participating Entity/ Purchasing Entity and are reasonable in scope and content.

- 11.2.4 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.
- 11.2.5 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.
- 11.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.
- 11.3 CONTRACTOR'S PROPRIETARY INFORMATION.** NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity will use reasonable efforts to maintain the confidentiality of any proprietary information received from Contractor and will not use such proprietary information except to fulfill its obligations under this Master Agreement or Participating Addendum and applicable state and federal law. Contractor acknowledges and agrees that any obligation of NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity to maintain the confidentiality of Contractor's proprietary information is conditioned by and subject to NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity's obligations under public records laws.
- 11.3.1** Contractor proprietary information is any information marked or designated in writing by Contractor as "confidential" prior to initial disclosure, or information disclosed orally that is confirmed in writing as "confidential" within 10 (ten) Calendar Days of disclosure.
- 11.3.2** NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity may disclose Contractor proprietary information as reasonably necessary to its third party Quality Assurance contractor, and to State and federal oversight authorities to make required reports, to comply with requests for information, or to comply with an audit.
- 11.3.3** NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity may disclose and provide copies of Contractor proprietary information to the extent disclosure is required by Participating Entity's public records laws. If Participating Entity/Purchasing Entity receives from a third party any request for the disclosure of Contractor proprietary information, Participating Entity/Purchasing Entity will notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor's position concerning the confidentiality of the requested information. Notwithstanding the foregoing, while Participating Entity/Purchasing Entity is not required to actively assist Contractor in opposing disclosure of proprietary information, NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity will cooperate in good faith to the extent

reasonably practicable with Contractor's efforts to protect its proprietary information.

11.3.4 The confidentiality obligations imposed by this Section 11.3 do not apply to: (i) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by the recipient; (ii) information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality; (iii) information known to the recipient prior to the effective date of this Master Agreement without obligation of confidentiality; (iv) information independently developed by recipient and documented in writing without use of, or reference to, any Contractor proprietary information; or (v) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity is required to disclose Contractor proprietary information under clause (v), NASPO ValuePoint, Lead State, Participating Entity/Purchasing Entity will first give Contractor notice and provide such information as may reasonably be necessary to enable Contractor to take action to protect its interests.

11.3.5 Injunctive Relief. NASPO ValuePoint, Lead State and Participating Entity/Purchasing Entity acknowledge that NASPO ValuePoint, Lead State or Participating Entity/Purchasing Entity breach of Section 11.3 would cause irreparable injury to the Contractor that cannot be inadequately compensated in monetary damages. Accordingly, Contractor 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. NASPO ValuePoint, Lead State, Participating Entity/Purchasing Entity acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

11.4 Assignment/Subcontracts

11.4.1 Except to a Rental Entity, 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.

11.4.2 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.

11.5 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 proposed and evaluated in the Contractor's proposal.

- 11.6 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 to 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.
- 11.7 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, either a Participating Entity or Contractor may cancel its Participating Addendum upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Request for Services and/or Rental Contract outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Services performed and accepted, rights attending any warranty or default in performance in association with any Request for Services, and requirements for records administration and audit.
- 11.8 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by an event beyond that party's reasonable control, provided however Purchasing Entity shall pay for services completed as soon as payment may be possible. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 11.9 Defaults and Remedies**
- 11.9.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 11.9.1.1 Nonperformance of contractual requirements;
 - 11.9.1.2 A material breach of any term or condition of this Master Agreement;
 - 11.9.1.3 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;
 - 11.9.1.4 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
 - 11.9.1.5 Any default specified in another section of this Master Agreement.
- 11.9.2** Upon the occurrence of an event of default by Contractor under this Master Agreement, 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.

11.9.3 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:

11.9.3.1 Any remedy provided by law;

11.9.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

11.9.3.3 Suspension of Contractor from being able to respond to future bid solicitations;

11.9.3.4 Suspension of Contractor's performance; and

11.9.3.5 Withholding of payment until the default is remedied.

11.9.4 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.

11.9.5 Purchasing Entity or Participating Entity Breach under a Contract. Upon the occurrence of an event of breach by the Purchasing Entity or Participating Entity under a Participating Addendum, Contractor shall issue a written notice of default, identifying the nature of the default, and providing a period of sixty (60) calendar days in which Purchasing Entity or Participating Entity shall have an opportunity to cure the default. If Purchasing Entity or Participating Entity fails to cure the default within the period specified in the written notice of default, Contractor shall have the right to exercise any or all of the following remedies. 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 Contractor under the applicable commercial code.

11.9.5.1 Termination of the Participating Addendum or portions thereof;

11.9.5.2 Claim for damages; or

11.9.5.3 Any remedy provided by law.

11.10 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity or Contractor 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 Contract. Any

waiver by the Lead State, Participating Entity, or Purchasing Entity or Contractor 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 Contract, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Contract 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 Contract.

- 11.11 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.

11.12 No Waiver of Sovereign Immunity

- 11.12.1** In no event will this Master Agreement, any Participating Addendum or any Request for Services or Contract 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.
- 11.12.2** 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.

- 11.13 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.
- 11.14 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.
- 11.15 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.

- 11.15.1** 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.
- 11.15.2** 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 Participating Entity, such email transmission must be confirmed by telephone notice to the Participating Entity Authorized Representative.
- 11.15.3** Any communication or notice by personal delivery will be deemed given when actually received by the appropriate Authorized Representative.
- 11.15.4** Contact Information:

Contractor:

Name: Enterprise Mobility
Title: General Counsel
Address: 600 Corporate Park Drive
St. Louis, MO 63105

Phone: 314-512-5000
Email:

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:
Title:
Address:

Phone:
Email:

Exhibit 2

Sample Participating Addendum

Participating Addendum Number [#####]
for
Passenger Vehicle and Box Truck Rental
between
[Participating Entity]
and
EAN Services, LLC

[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-10700-00050035, executed by Contractor and the State of Oregon ("Lead State") for Passenger Vehicle and Box Truck Rental ("Master Agreement"):

[Contractor] ("Contractor")
[Contractor street address]
[Contractor city, state, and zip code]

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.** ☐ **** Remove this line if not allowed by Participating Entity**

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 in the Master Agreement or 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 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. *[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 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.** *[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 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. [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]

XI. 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]

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:

Signature

Printed Name

Title

Date

CONTRACTOR:

Signature

Printed Name

Title

Date

Exhibit 3
Description of Passenger Vehicle Rental Services

SECTION 1: SERVICE AVAILABLE UNDER THIS MASTER AGREEMENT

1.1 THE FOLLOWING 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 Master 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 In order for an Authorized User to be eligible to obtain Services from Contractor or Rental Entity, the Authorized User must possess a valid driver's license issued by the state or province in which such person resides, be 21 or older (unless otherwise agreed to in writing, or 18 or older where required by law; and 25 or older for luxury, sport utility, pick-up trucks, minivans, and 12-15 passenger vans), and meet other normal renter qualifications of the applicable Rental Entity at the applicable renting location. All Authorized Users between the ages of 18 and 20 years of age are restricted to renting the following vehicle classes: Economy, Compact, Midsize/Intermediate, Standard, and Full-Size vehicles. If no Rental Contract is executed but an Authorized User or Additional Authorized Driver operates a vehicle, such individual and Participating Entity or Purchasing Entity (as applicable) shall be deemed to have entered into the Rental Entity's standard Rental Contract at the time of the rental. CDW and LP are subject to the terms and conditions of the applicable Rental Contract and any applicable insurance policy. Participating Entity or Purchasing Entity (as applicable) may be required to confirm the status of any person claiming to be Authorized User or Additional Authorized Driver and whether the rental was Business Use. If, Participating Entity or Purchasing Entity (as applicable) does not confirm rental type or status, any CDW and LP will be voided for such rental. Participating Entity or Purchasing Entity (as applicable) is responsible for controlling access to/use of Account Number(s) and booking tools.

1.2.4 12- 15 Passenger Vans.

The rental of 12- and 15-passenger van vehicle classes in Connecticut, the District of Columbia, Massachusetts, New York, and Rhode Island, Participating Entity will be required to maintain additional third-party liability insurance coverage in the amount of \$2,000,000. Participating Entity shall deliver a Certificate of Insurance evidencing such coverage upon execution of the Participation Addendum and as reasonably requested by Contractor from time to time.

Notwithstanding anything to the contrary, in the event of a direct conflict between the terms of this Master Agreement and the terms and conditions of the insurance related to rental of such vehicles in the applicable states, the law of the originating rental location shall govern the rental of such vehicles with respect to the required insurance coverage.

1.2.5 Youthful Driver Parameters: Purchasing Entity hereby assumes liability for and hereby agrees to indemnify and hold harmless Contractor, its affiliates, their parents, and subsidiary companies from any and all liabilities, losses, damages, penalties, fines, and attorney fees of whatever kind or nature, imposed on, incurred by, or asserted against Contractor, its affiliates, their parents, or subsidiary companies, in any way caused by, relating to, or arising out of the rental of vehicles under this Agreement to individuals between the ages of eighteen (18) and twenty (20) inclusive, including, but not limited to, collision losses, comprehensive losses, and third party liability losses of any kind. If elected as part of this Agreement, CDW and LP will not apply to Purchasing Entity Authorized Users between the ages of eighteen (18) and twenty (20) inclusive.

Contractor will not assess an additional charge when Purchasing Entity Authorized User or Additional Authorized Driver is between the ages of eighteen (18) and twenty-four (24) inclusive.

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 creates the rights for rental only agreements 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 Passenger Vehicle rented hereunder. Participating Entity is not granted hereby and shall not have any right or option hereunder to purchase any Passenger 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 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 Passenger Vehicles that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable

1.6 Vehicle Downtime: If a Passenger Vehicle becomes substantially impaired or unsafe to operate, in Authorized User's reasonable judgment, while in possession of Authorized User, Contractor shall immediately replace the Passenger Vehicle upon notification by Authorized User, and any charge to the Authorized User shall be pursuant to the Rental Contract. Contractor shall deliver the replacement Passenger Vehicle to a location mutually agreed to by the Authorized User and Contractor. Contractor shall be responsible for all repairs and towing of Passenger Vehicle provided that such repairs or towing are not the result of actions outlined in Section 3.1 Improper use.

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 Passenger Vehicle.

1.8 Accidents: Purchasing Entity shall require the Authorized User to promptly notify the Contractor of all accidents involving any rental Passenger 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 Passenger 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 Passenger 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 Passenger Vehicle: Contractor shall hold Lead State, Purchasing Entity and Authorized User harmless from any physical damage, loss, vandalism, fire, or theft of the Passenger Vehicle provided Passenger Vehicle was not used by the Purchasing Entity or Authorized User or Additional Authorized Driver were not in violation of section 3.1.

Contractor shall not charge the State, Purchasing Entity or Authorized User any collision/loss damage waiver fee for a Passenger Vehicle operated in compliance with the terms of the Rental Contract and the Master Agreement. The loss of use fee is based on the number of days from the date the Passenger 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 Passenger Vehicle provided under this Contract, provided Passenger Vehicle was not used by the Purchasing Entity or Authorized User or Additional Authorized Driver in any manner listed in Section 3.1. Notwithstanding above, Authorized User in violation shall not smoke in Contractor's Passenger Vehicles, and Contractor may charge Purchasing Entity for any smoking damages caused by Authorized User or Authorized User's passengers in the Passenger Vehicle while in Authorized User's possession.

Additionally, in the event Purchasing Entity's account experiences Excessive Losses (as defined below), Contractor may, acting in good faith, terminate eligibility for CDW and LP or increase the Rates, in each case upon thirty (30) days' prior written notice to Purchasing Entity. "Excessive Losses" shall mean, for any 12 month period, if Contractor's costs for damage and/or third-party liability incurred from Purchasing Entity's Authorized Users are substantially disproportionate to Purchasing Entity's annual spend with Contractor (as determined by Contractor in its reasonable discretion).

1.9.1 Liability Protection for Passenger Vehicle: Contractor shall provide liability protection with each Passenger Vehicle rental transaction at no additional cost to Purchasing Entity for a Passenger 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 Passenger Vehicle.

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

1.10 Reservations: Contractor shall use commercially reasonable efforts to accept reservations made at least two (2) Business Days 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. Subject to the first sentence of this Section 1.10, reservations shall guarantee Passenger Vehicle availability including automatic, no-added -cost substitution. Reserved Passenger 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 Passenger Vehicle cancellation or delayed pickup, however, in no situation (except bulk rentals) shall the State, Participating Entity or Authorized User be liable for payment of "no shows". Authorized User and Purchasing Entity's 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 where Authorized User 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.

1.11 Vehicle Demand: Contractor shall use commercially reasonable efforts to attempt to meet 100% percent of Purchasing Entity or Authorized User requests and shall use commercially reasonable efforts to meet 100% of confirmed reservations when **two (2) Business Days'** notice is given. However, at times, market conditions may exist where rental volume for Passenger 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 Passenger Vehicle is not available at the time of pickup by the Authorized User, Contractor shall substitute a Passenger Vehicle of similar or greater quality at no additional cost. Contractor must use good faith efforts to 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 use commercially reasonable efforts to be available during terminal hours of operation to meet 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. Where managed directly by Contractor personnel, Contract shall use commercially reasonable efforts to ensure a shuttle service pickup is be available within 15 minutes of Authorized User's notification to Contractor. Where managed directly by Contractor personnel, Contract shall use commercially reasonable efforts to ensure Passenger Vehicle pickup should routinely be within a total of 30 minutes from initial contact with the Contractor.

Authorized User must sign Contractor's Rental Contract, substantially similar to the representative sample of which is attached to the Master Agreement as Exhibit 6. Area maps if available will be provided free of charge upon request. Passenger Vehicle will be furnished with gas pursuant to Section 3.2. Contractor will also provide the Authorized User with accident, repair, and Passenger Vehicle return instructions and, upon return of the Passenger Vehicle to off airport locations, transport Authorized User to the airport terminal. Contractor shall provide to Authorized User a completed copy of the Rental Contract showing total charges to be billed for the rental.

1.12.1 Preferred Customer Lane: Contractor shall provide a specific preferred customer or loyalty program to Authorized Users who elect to participate and who's Authorized Users Purchasing Entity, policies allow such participation.

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 rental branches at airport locations at the 2022 top 50 commercial airline airports as shown at: <https://www.bts.gov/topics/airlines-and-airports/airport-rankings-2022>

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

1.15 Rate Structure

1.15.1 Round Trip Rentals: Contractor shall charge only the MA rates for rental of Passenger Vehicle at each branch location. Rate includes all charges for reservations, shuttle service, and collision/loss damage waiver insurance.

Rates under the MA, 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 do not include fuel for re-fueling, CDW or LP or features purchased by Authorized User, applicable taxes, fees and surcharges (including, but not

limited to, licensing fees, airport concession fees, city surcharges or city differential fees applicable in certain cities, and legislative or mandated taxes or fees), bond issues imposed by government bodies and similar charges controlled by third party(ies), and other additional charges for drop-off, pickup, no-show, delivery, additional driver, or one-way. Contractor shall itemize those charges as separate line items on the Rental Contract 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.

For rentals within the United States and Canada, when an Authorized User rents a Passenger Vehicle on a 24-hour billing cycle and returns the Passenger Vehicle within twenty-nine (29) minutes of the time it was rented on a subsequent day (as noted on the applicable Rental Contract), Authorized User will not incur an additional charge. In the event, the Passenger Vehicle is returned thirty (30) minutes or more after the time noted on the Rental Contract on a subsequent day, an hourly charge will be applied at the rate set forth on the applicable Rental Contract for each full or partial hour in excess of a rental day, including the first hour over the 24-hour billing cycle. The hourly charges shall not exceed the daily Rate. If a Passenger Vehicle is returned during non-business hours or to any place other than the originating rental location listed on the Rental Contract, all rental charges incurred through the time Rental Entity checks in the Passenger Vehicle are the Authorized User's responsibility.

1.15.2 One Way Rentals: In the United States and Puerto Rico, one-way rentals are available at all National brand locations and at Enterprise brand Airport locations, and at Enterprise brand Home-City locations when renting with the applicable Account Number. One-way rentals must be reserved as such in advance of the rental or Purchasing Entity must arrange such one-way rentals with the applicable Rental Entity during the rental period. In the event, the rental is terminated at a different location from the originating location except as provided for in this paragraph, Purchasing Entity and Authorized User will incur an additional surcharge.

Airport to Airport One-Ways

National brand Rates for rentals originating and terminating in different rental zones, as determined by Contractor in its sole discretion, which may be changed from time to time, are set forth in the pricing sheet (Exhibit 3.1) as One-Way Daily Rates. If rental is within the same rental zone, Daily Rates charged will be contracted base rates. Daily Rates include unlimited mileage except for Premium through Large SUV vehicle classes and for which the mileage charge shall be charged at the rate in the pricing sheet (Exhibit 3.1). In the event, the rental is terminated at a different location from the originating location except as provided for in this paragraph, Purchasing Entity and Authorized User will incur an additional surcharge.

Enterprise brand Airport to Airport Locations only. Compact through Full Size Vehicle Class Rates are set forth as One-Way Daily Rates in the pricing sheet (Exhibit 3.1) Daily Rates include unlimited mileage, plus any applicable Daily Surcharge Amount. For Premium-Large SUV, any additional miles will be charged at the rate in the pricing sheet (Exhibit 3.1).

Off Airport One-Ways

Enterprise brand Non-Airport One-Way Rentals will receive contracted base Rates and are

subject to applicable drop fees estimated at time of reservation.

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 User or those entities doing business with Contractor. Reciprocal assistance from the Purchasing Entity with regard to investigations shall be provided to Contractor.

1.17 Environmental Awareness:

1.17.1 Hybrid Vehicles

Pricing for hybrid vehicles is located in the Pricing in Exhibit 3.1.

1.17.2 Alternative Fuel Vehicles: Where available and on not less than seven (7) days advance request, Contractor shall use commercially reasonable efforts to 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.

1.18 Bulk Rental Transactions: Requests for bulk rentals (over 5% or more of a Rental Entity’s fleet) from the same location will be considered by Contractor on a case-by-case basis and may be subject to cancellation fees, no-show fees, additional charges, and/or surcharges.

1.19 Direct Billing: If Contractor and Participating Entity agree to a direct billing arrangement, Participating Entity will ensure the direct billing code provided by Contractor is only accessible by Authorized Users and is not available to or accessible by the general public. In the event Contractor identifies irregular or suspicious rental activity, Participating Entity shall cooperate with Contractor to investigate and resolve such activity.

If Contractor determines in its reasonable discretion that such activity is attributable to non-Authorized Users, then Contractor shall have the right (but not any obligation) to take such actions as may be reasonably necessary or appropriate to control the activity, including but not limited to cancelling and re-issuing Account Numbers and other direct billing code(s).

Except to the extent of fault on the part of Contractor, Participating Entity shall be responsible for all amounts owed pursuant to, arising out of, or in connection with a rental by any non-Authorized User (including, without limitation, amounts arising from traffic violations, tolls, parking fines and fees, Passenger Vehicle damage and loss, and reimbursement for third party demands, claims and losses, including attorneys’ fees) and shall promptly pay Contractor all such amounts upon demand.

1.20 Unpaid Business Use Charges: Unless paid at the time of rental by an Authorized User, Purchasing Entity shall pay and reimburse Contractor for any and all Rates, Location Surcharges or other amounts owed under a Rental Contract for a Business Use rental (including, without limitation, for amounts arising from traffic violations, tolls, parking fines and fees, excess amounts,

vehicle damage and loss not covered by any applicable DW, and reimbursement for third party demands, claims and losses not covered by any applicable liability protection, including attorney's fees, collectively "Unpaid Business Use Charges"). Amounts already paid shall be deducted and Purchasing Entity shall pay and reimburse Contractor for all outstanding Unpaid Business Use Charges within thirty days of receipt of invoice. Contractor may, from time to time, and upon notice to Purchasing Entity, offset any amounts that are owed to Contractor or any Rental Entity by Purchasing Entity against amounts owed by Contractor or any Rental Entity to Purchasing Entity.

1.21 Vehicle Classes: This Agreement shall apply to all rentals hereunder; provided, however, that CDW and LP, if included in the Rate, shall not apply for vehicle classes not listed herein or for rentals of exotics and high line vehicles, including, without limitation, vehicles available through the Exotic Car Collection by Enterprise and the National Premium Selection, the makes and models of which may be changed from time to time by the applicable Rental Entity in its sole discretion.

SECTION 2 PASSENGER VEHICLE REQUIREMENTS:

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

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

2.3 Required Vehicles and Equipment: Contractor shall only provide Purchasing Entity's and Authorized Users with Passenger Vehicles with fewer than 80,000 miles. Contractor certifies that odometer and original miles are the same and are accurate. Minimum standard equipment shall include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags and all-season radial tires (depending on the Rental Entity location). Contractor shall equip and maintain all Passenger Vehicles to meet all federal, state and local vehicle safety standards, codes, and ordinances.

2.4 Passenger Vehicle Pick Up: At time of Passenger Vehicle pickup, Contractor shall ensure the Passenger Vehicle has a full tank of gas at airport locations only and pursuant to Exhibit 3, Section 3.2; proper fluid levels; coolant protected to -20 degrees; and in clean condition (inside and out). All Passenger Vehicles should have no body damage or mechanical problems that impedes the safe operation of the Passenger Vehicle.

2.5 Repossessing the Passenger Vehicle: Contractor can repossess the Passenger 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 Passenger 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 Passenger Vehicle.

SECTION 3 PARTICIPANT RESPONSIBILITIES

3.1 IMPROPER USE OF PASSENGER VEHICLE:

Purchasing Entity and Authorized User or Additional Authorized Driver agree the Passenger Vehicle will not be used:

- a. By a driver who is impaired by or under the influence of narcotics, alcohol, intoxicants, or any drugs, used with or without a prescription.
- b. For any illegal purpose or in any illegal, fraudulent, or reckless manner, such as, (i) to store or transport explosives, chemicals, corrosives, medical waste, or any other hazardous materials or pollutants, (ii) to carry passengers in excess of the number of seat belts or outside the passenger compartment, (iii) in areas of civil unrest, including labor strike areas, or (iv) without sufficient levels and types of fuel, coolants, lubricants, and other fluids.
- c. By a driver committing a felony, indictable offense, or otherwise engaged in a criminal act.
- d. To push or tow another vehicle unless the Passenger Vehicle is equipped for towing and is specified in the Rental Contract and Contractor has provided prior written consent.
- e. To push or tow anything in violation of the manufacturer's specifications.
- f. To carry passengers or property for hire or for driver training or testing.
- g. To transport goods or products for hire as a common carrier, a contract carrier or private carrier of property UNLESS (i) Purchasing Entity has obtained bodily injury and property damage liability insurance required of a motor carrier by all applicable authorities where the Passenger Vehicle is rented and operated, if different, (ii) upon Contractor's request, Purchasing Entity provides satisfactory evidence of such insurance with Contractor as an additional named insured and loss payee on the policy, and (iii) Authorized User and Additional Authorized Driver(s) hold a valid class license for that purpose that complies with all applicable laws.
- h. In a test, race, or contest.
- i. By an unlicensed driver.
- j. By a person other than an Authorized User with the minimum driver requirements.
- k. By a person (i) who has given a fictitious name, false address, false or invalid driver's license, or who has misrepresented or withheld material facts from us in connection with the rental, (ii) whose driver's license becomes invalid during the rental period, or (iii) who has obtained the keys without Contractor's permission.
- l. Outside of the United States except where such use is specifically authorized by the Contract.

- m. Off paved, graded or maintained roads, driveways, or over bridges posted for a maximum of 3 tons (2,721.55 kilograms) or less, 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).
- n. By a driver who allows more passengers to occupy the Passenger Vehicle than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.
- o. By a driver who does not meet the age requirement set forth in Master Agreement.
- p. By a driver or occupant who is smoking.
- q. By a driver who obtained the Passenger Vehicle through fraud or misrepresentation.
- r. By a driver who intentionally caused the damage to or loss of the Passenger Vehicle.
- s. By a person who modifies the Passenger Vehicle or any optional accessories, including by removing any seats from the Passenger Vehicle.
- t. In live artillery fire exercises or used in training or tactical maneuvers or in police, military or other law enforcement activities, it is being understood that the Master Agreement is intended for Business Use only.
- u. Will not leave the keys in the Passenger Vehicle while unattended. If Passenger Vehicle is stolen, the Authorized User must be able to produce the keys.
- v. 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.
- w. To carry a passenger under the age of 8 unless restrained in a federally-approved child restraint system.
- x. By a driver who operates or uses passenger vans with a capacity of 10 or more passengers in the country of Canada.
- y. By a driver who uses a passenger plated pick-up truck for any commercial purpose.
- z. By a driver or occupant who fills the tank with incorrect fuel.
- aa. After the illumination of Passenger Vehicle warning lights by which the continued operation may result in damage.

- bb. In a manner that violates the manufacturer's specifications and guidelines, including by loading it in excess of its Gross Vehicle Weight Rating ("GVWR") as indicated on the driver side door jam or with an improperly or unevenly divided load.
- cc. To transfer or assign the Contract or sublease Passenger Vehicle, and any attempt to do so will be null and void.
- dd. To test the Passenger Vehicle's technological components or capabilities.
- ee. By a driver who takes the Passenger Vehicle into Mexico.

3.2 Fuel Tanks: Authorized User shall return a Passenger Vehicle to the Contractor with the same level of fuel as the Passenger Vehicle had at the time of pick up, unless an alternative fuel arrangement was made at the time of pickup. Authorized Users failure to comply will result in an additional refueling charge.

3.4 Return of the Passenger Vehicle: Authorized User shall return the Passenger Vehicle to the agreed return location as specified on the Rental Contract.

3.5 Citations or Violations: Fines, Expenses, Costs and Administrative Fees: Participating Entity shall pay all fines, penalties and court costs for parking, traffic, toll, and other violations, including storage liens and charges, and any state specific administrative fee pursuant to Exhibit 1, Section 5.2.2.

3.6 Authorized User Reservation: At the time of reservation, Purchasing Entity or Authorized User will provide the Participating Entity 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 Passenger Vehicle rental in the most efficient and cost-effective manner resulting in the best value to the Purchasing Entity. Purchasing Entity and Authorized User are encouraged to use the Contractor offering the lowest price Passenger Vehicle rental choice under the Master Agreement.

Exhibit 4
Description of Box Truck Rental Services

1.1 SERVICES AVAILABLE UNDER THIS MASTER AGREEMENT

Services are available to Purchasing Entities in all 50 states.

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 In order for an Authorized User or Additional Authorized Driver to be eligible to rent from Contractor or Rental Entity, he/she must possess a valid driver's license issued by the state or province in which such person resides, be age 21 or older, and meet the other normal renter qualifications of the applicable Rental Entity at the applicable renting location. If no Rental Contract is executed but an Authorized User or Additional Authorized Driver operates a vehicle, such individual and Participating Entity or Purchasing Entity (as applicable) shall be deemed to have entered into the Rental Entity's standard Rental Contract at the time of the rental.

CDW and LP provisions are subject to the terms and conditions of the applicable Rental Contract and any applicable insurance policy. Participating Entity or Purchasing Entity (as applicable) may be required to confirm the status of any person claiming to be Authorized User or Additional Authorized Driver and whether the rental was Business Use. If, Participating Entity or Purchasing Entity (as applicable) does not confirm rental type or status, any CDW and LP will be voided for such rental. Participating Entity or Purchasing Entity (as applicable) is responsible for controlling access to/use of Account Number(s) and booking tools.

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 Participating Entity any ownership right, title, or interest in or to any Box Truck rented hereunder. Participating Entity is not granted hereby and shall not have any right or option hereunder to purchase any Box Truck either during the term or on expiration of a Rental Contract. This is not a financing agreement or lease.

1.5 Maintenance

Maintenance, corrective repairs and odometer reading. Participating Entity agrees to report an updated Box Truck odometer reading to Rental Entity no less than once every fifteen (15) days. Participating Entity shall make each Box Truck available for purposes of inspection and/or maintenance every thirty (30) days and in any case, promptly upon Contractor request, especially in the event of a manufacturer issued safety recall. If preventative maintenance, routine maintenance and/or warranty repairs are required (not due to fault of the Participating Entity), Contractor will schedule a time at one of its preferred vendors to have the repairs completed at Contractor's expense and include a replacement Box Truck, if available. If mobile maintenance is requested by Participating Entity and approved by Contractor, Contractor may utilize a mobile services provider for such maintenance or repairs. Mobile maintenance or repairs may be subject

to incremental costs and expenses in which case Participating Entity shall reimburse Contractor for same in all cases.

In the event Participating Entity does not timely make the Box Truck or odometer reading available pursuant to the foregoing provisions, Participating Entity shall be responsible for the costs and expenses of all such maintenance and corrective repairs as well as any damages arising from Participating Entity's failure or delay. Participating Entity shall cease all operation of a Box Truck in the event (a) difficulties are encountered with the operation or performance with the Box Truck or (b) Contractor notifies Participating Entity that the Box Truck is the subject of a manufacturer recall, non-compliant with DOT regulations or otherwise due for service. If a Box Truck is not safely drivable, Participating Entity shall have the Box Truck towed to a location designated by Contractor. Participating Entity agrees to promptly notify Contractor of any and all breakdowns and/or maintenance needs relating to any Box Truck. Failure to provide such notification may result in repair costs that will be the responsibility of Participating Entity. Participating Entity agrees to reimburse Contractor for any and all costs related to roadside service, including but not limited to lost keys, lockouts, jump starts, out of fuel and flat tires, with the exception of roadside service resulting from malfunction of a Box Truck not caused by Participating Entity or its drivers.

In the event a Box Truck's ABS light is illuminated, the hub oil, if applicable, must be immediately checked. In order to obtain an accurate reading of the hub oil level, the Box Truck must be on level ground with the wheels pointed straight. If, at any time, including during a daily inspection, it is determined that the hub oil is below the minimum level as indicated on the hubcap window or there appears to be a leak, the Box Truck may not be driven and Participating Entity must have it towed to a repair shop designated by Contractor. In the event a Box Truck is towed pursuant to this section, Contractor agrees to pay for reasonable towing expenses unless the Box Truck is towed for damage that arises from Participating Entity's responsibility, negligence or willful misconduct. Participating Entity agrees to avoid excessive use of the liftgate while the Box Truck is not running and to avoid leaving the dome or box light illuminated causing undue battery drain. If a Box Truck's batteries die or need to be replaced due to any of the foregoing conditions, the repair expense and any related charges shall be the responsibility of Participating Entity. Participating Entity agrees to maintain a minimum of a 1/4 tank of fuel in the fuel tank at all times. If Participating Entity runs out of fuel and the Box Truck must be primed, this expense and related charges shall be the responsibility of Participating Entity.

Daily Inspection and Vehicle Operation. Participating Entity is required to and shall perform a daily inspection of each Box Truck in accordance with DOT and/or local regulatory agencies carrier regulations, including (a) inspecting the Box Truck to identify any damage or potential safety concern, (b) inspecting headlights, running lights, brake lights and turn signals and ensuring proper operation, (c) checking and maintaining all fluid levels, including the hub oil level if applicable (d) checking tires to ensure proper tread depth and tire wear and (e) checking tire pressure and maintaining tire pressure per the manufacturer's recommendations.

Participating Entity agrees that tire failure due to incorrect pressure or damage caused by the driver(s) of the Box Truck will be the responsibility of Participating Entity. Participating Entity will not operate or permit the operation of any Box Truck if there is any concern regarding the safe operation of such Box Truck or maintenance issues which could cause damage to the Box

Truck. Participating Entity is responsible for any and all liability and damages resulting from operating a Box Truck which should not be operated.

Substitute Vehicle: Contractor reserves the right to provide Participating Entity with a substantially similar truck as a substitute for any Box Truck at any time and any such substitute truck shall become the Box Truck for purposes of this Agreement, and the "Vehicle" for purposes of the applicable Rental Contract.

Authorization: Unless otherwise indicated on the applicable Schedule, Participating Entity hereby authorizes Contractor and/or Rental Entity to "re-write" each Rental Contract on behalf of Participating Entity every 30 days during which a rental period continues and Participating Entity is in possession of a Box Truck, and each re-write shall be deemed a new signature by the applicable Participating Entity and the applicable Authorized User. Participating Entity and/or Authorized User may revoke this authorization for a particular Box Truck at any time upon notice to Contractor.

1.6 Box Truck Downtime

If a Box Truck becomes substantially impaired or unsafe to operate, in Authorized User's reasonable judgment, while in possession of Authorized User, Contractor shall immediately replace the Box Truck upon notification by Authorized User, at no extra charge so long as the impairment or unsafe condition was not caused, in whole or in part, by the negligence or willful misconduct or intentional act of the Authorized User. Contractor shall deliver the replacement Box Truck to a location mutually agreed to by Authorized User and Contractor. Contractor shall be responsible for all repairs and towing of the disabled Box Truck so long as the repairs or towing are not caused in whole or in part, by the negligence or willful misconduct or intentional act of Authorized User.

1.7 Assignment

Participating 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 Box Truck.

1.8 Accidents

Participating Entity shall require Authorized User to notify Contractor within 2 business days of all accidents involving any Box 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 Box 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 Box Truck or its operation. Participating Entity 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 Box Truck

Contractor shall hold the Lead State, Participating Entity and Authorized User harmless from any physical damage, loss, vandalism, fire, or theft of the Box Truck provided Participating Entity or Authorized User were not in violation of Exhibit 4 or the Rental Contract, were not otherwise negligent, and the Box 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 for a vehicle operated in compliance with the terms of the Rental Contract and the Master Agreement. Contractor and Rental Entities specifically waive 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 Box Truck provided under this Master Agreement, provided Box Truck was not used by the Participating Entity or Authorized User in any manner listed in Section 3.1 and was used in accordance with the Rental Contract and the Master Agreement. Notwithstanding above, Authorized Users shall not smoke in Contractor's Box Truck, and Contractor may reasonably charge Participating Entity for any smoking damages caused by Authorized Users passengers in the Box Truck while in Authorized User's possession. Additionally, in the event Purchasing Entity's account experiences Excessive Losses (as defined in Exhibit 3), Contractor may, acting in good faith, terminate eligibility for CDW and LP or increase the Rates, in each case upon thirty (30) days' prior written notice to Purchasing Entity. Further, in the event Contractor, acting in good faith, determines Purchasing Entity's historical, direct account with Contractor (prior to becoming a Purchasing Entity under this Master Agreement), had Excessive Losses, Contractor may in its sole discretion not offer CDW and LP to such Purchasing Entity.

1.10 Reservations

Reservations may be made by Participating Entity or Authorized User. Reservations made at least 3 business days in advance, may secure Box Truck availability. Reserved Box 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 User will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating Box Truck cancellation or delayed pickup, however, in no situation shall the Lead State, Participating Entity or Authorized User 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 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.

1.11 Short Notice Reservations

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

1.12 Box Truck Pickup/Return

Contractor will make commercially reasonable efforts to expedite the pickup and return of Box

Trucks. Contractor shall use commercially reasonable efforts to ensure Box Truck pickup be accomplished expeditiously.

Authorized User must sign Contractor's Rental Contract. Contractor will also provide the Authorized User with accident, repair, and Box Truck return instructions. Contractor shall provide to Authorized User a completed copy of the Rental Contract showing total charges to be billed for the rental.

1.13 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.

1.14 Rate Composition

1.14.1 Round Trip Rentals

Contractor shall charge only the rates listed in the Price Schedule (Exhibit 4.2) for rental of Box Trucks at each branch location. Rates include all charges for reservations and collision/loss damage waiver 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 are base rates; they are exclusive of fuel for re-fueling, CDW or LP or features purchased by Authorized User, applicable taxes, fees and surcharges (including, but not limited to, licensing fees, airport concession fees, city surcharges or city differential fees applicable in certain cities, and legislative or mandated taxes or fees), bond issues imposed by government bodies and similar charges controlled by third party(ies), and other additional charges for drop-off, pickup, no-show, delivery, additional driver, or one-way. Contractor shall itemize those charges as separate line items on the Rental Contract 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.

For rentals within the United States and Canada, when an Authorized User rents a Box Truck on a 24-hour billing cycle and returns the Box Truck within twenty-nine (29) minutes of the time it was rented on a subsequent day (as noted on the applicable Rental Contract), Authorized User will not incur an additional charge. In the event, the Box Truck is returned thirty (30) minutes or more after the time noted on the Rental Contract on a subsequent day, an hourly charge will be applied at the rate set forth on the applicable Rental Contract for each full or partial hour in excess of a rental day, including the first hour over the 24-hour billing cycle. The hourly charges shall not exceed the daily Rate. If a Box Truck is returned during non-business hours or to any place other than the originating rental location listed on the Rental Contract, all rental charges incurred through the time Rental Entity checks in the Box Truck are the Authorized User's responsibility.

1.17 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.

1.18 Branch Locations

The branch locations will be in a permanent structure, well-lighted, clean, properly maintained and clearly identified as the Box Truck Rental Entity with whom the reservation was made.

1.19 Direct Billing If Contractor and Participating Entity agree to a direct billing arrangement, Participating Entity will ensure the direct billing code provided by Contractor is only accessible by Authorized Users and is not available to or accessible by the general public. In the event Contractor identifies irregular or suspicious rental activity, Participating Entity shall cooperate with Contractor to investigate and resolve such activity.

If Contractor determines in its reasonable discretion that such activity is attributable to non-Authorized Users, then Contractor shall have the right (but not any obligation) to take such actions as may be reasonably necessary or appropriate to control the activity, including but not limited to cancelling and re-issuing Account Numbers and other direct billing code(s).

Except to the extent of fault on the part of Contractor, Participating Entity shall be responsible for all amounts owed pursuant to, arising out of, or in connection with a rental by any non-Authorized User (including, without limitation, amounts arising from traffic violations, tolls, parking fines and fees, Box Truck damage and loss, and reimbursement for third party demands, claims and losses, including attorneys' fees) and shall promptly pay Contractor all such amounts upon demand.

1.21 Unpaid Business Use Charges: Unless paid at the time of rental by an Authorized User, Purchasing Entity shall pay and reimburse Contractor for any and all Rates, Location Surcharges or other amounts owed under a Rental Contract for a Business Use rental (including, without limitation, for amounts arising from traffic violations, tolls, parking fines and fees, excess amounts, vehicle damage and loss not covered by any applicable DW, and reimbursement for third party demands, claims and losses not covered by any applicable liability protection, including attorney's fees, collectively "Unpaid Business Use Charges"). Amounts already paid shall be deducted and Purchasing Entity shall pay and reimburse Contractor for all outstanding Unpaid Business Use Charges within thirty days of receipt of invoice. Contractor may, from time to time, and upon notice to Purchasing Entity, offset any amounts that are owed to Contractor or any Rental Entity by Purchasing Entity against amounts owed by Contractor or any Rental Entity to Purchasing Entity.

1.23 Bulk Rental: Requests for bulk rentals (over 5% or more of a Rental Entity's fleet) from the same location will be considered by Contractor on a case-by-case basis and may be subject to cancellation fees, no-show fees, additional charges, and/or surcharges.

1.24 Insurance Coverage: Participating Entity agrees at a minimum to obtain and maintain in full force and effect at all times throughout the term of this Agreement the following insurance coverages with respect to the acts or omissions of Participating Entity and /or any of its employees or agents (including drivers) and provide a certificate of insurance evidencing: (a) unless liability protection for accidents arising out of the operation or use of each Box Truck is included in the Base Rental Rate as set forth on the applicable Schedule, commercial vehicle insurance, including bodily injury liability and property damage liability coverages, covering owned, non-owned and hired autos (including Box Trucks rented under this Agreement) and

insuring Participating Entity's liability for negligence or fault arising out of the use or operation of Box Trucks by its employees or agents (including all drivers) with minimum split limits of \$100,000 bodily injury or death per person, \$300,000 bodily injury or death per occurrence and \$50,000 property damage per occurrence, or a combined single limit of \$300,000 or if greater the minimum amount required by applicable state law; and, where required by law, uninsured and/or underinsured liability coverage, uninsured and/or underinsured property damage coverage and/or personal injury protection in an amount equal to the minimum amount required by applicable state law;

(b) Physical Damage Insurance (Collision & Comprehensive: Actual cash value of the applicable Box Truck) covering all Box Trucks rented pursuant to this Agreement.

Each insurance policy set forth above shall name Contractor as an additional insured for Participating Entity's contractual obligations under this Agreement and shall include an endorsement stating that such insurance shall not be canceled or modified such that the minimum limits or requisite coverages are no longer in force or non-renewed without thirty (30) days prior written notice to Contractor. Participating Entity hereby acknowledges and agrees that the insurance required to be maintained by it under this section must provide "primary coverage" for the protection of Participating Entity with respect to the acts or omissions of Participating Entity and/or any of its employees or agents (including all drivers) notwithstanding any other coverage carried by Participating Entity or Contractor insuring against similar risks. All insurance shall be written through companies having an A.M. Best's rating of at least A- VII or with such other companies as may reasonably be approved by Contractor. Participating Entity waives all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the insurance required to be maintained hereunder. Physical damage coverage shall name Contractor as a loss payee. Notwithstanding anything to the contrary, should Participating Entity be provided Liability Protection in the Base Rental Rate per the applicable Schedule, such Liability Protection shall be primary, subject to its terms and conditions, to any similar liability coverage maintained by Participating Entity.

Contractor shall also provide the following to Purchasing Entity or Authorized User upon Box Truck Rental:

- CDW: 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 CDW with \$2,500 retained responsibility per incident per vehicle, upon the terms and subject to the limitations set forth herein.
- LP: Those same rates also include LP for accidents arising out of the operation or use of the rental vehicle with split limits of \$100,000 bodily injury or death per person, \$300,000 bodily injury or death per occurrence and \$50,000 property damage per occurrence in either case upon the terms and subject to the limitations set forth 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.
- Box Truck rates that include LP for accidents arising out of the operation or use of the rental vehicle with a combined single limit of \$1,000,000 may be

included in a Participating Addendum by mutual agreement of Contractor and a Participating Entity.

1.26 Signature on File: For any rental in which the Rental Entity delivers possession of a Box Truck to an employee or agent of Participating Entity other than the Authorized User, Participating Entity agrees as follows: (a) Participating Entity's name will appear as "renter" on the Rental Contract; (b) the notation "Signature on File" will substitute for the signature or initials of the Authorized User intended as renter in each applicable part of the Rental Contract; (c) Participating Entity will be responsible for designating the Authorized User and for procuring a written delivery receipt from such Authorized User; (d) Participating Entity will ensure the Box Truck is utilized for Business Use only and that the Authorized User has a valid driver's license, (e) Participating Entity shall confirm that the signature of the Authorized User to whom the Box Truck is to be rented conforms with the signature on the Authorized User's valid driver's license presented; and (f) Participating Entity agrees to defend and indemnify each Rental Entity and their Affiliates against all claims, liabilities, costs and expenses (including reasonable attorneys' fees) arising from or relating to the tender of the Box Truck to Authorized User's designee and its subsequent use or operation by Authorized User and other drivers, including without limitation any claim based on an allegation of negligent entrustment.

1.27 Decals, Logos, and Similar Items: Participating Entity acknowledges and agrees that it shall have no right to remove any decals or logos placed by Contractor on a Box Truck or to apply any painting, lettering, graphics, decals, logos and/or similar items to a Box Truck without the prior written approval of Contractor. Upon the expiration of a rental, Participating Entity shall, at its sole expense, replace any graphics, decals, logos and/or similar items removed by Participating Entity from the Box Truck and remove any lettering, graphics, decals, logos and/or similar items applied by Participating Entity to the Box Truck. If a Box Truck is not returned in the required condition, Participating Entity agrees to pay Contractor upon demand, at Contractor's option, the estimated cost to restore such Box Truck to such condition (as determined by Contractor in good faith), or the actual cost of restoration, if the Box Truck is restored. Participating Entity shall not cover any warning or instructive notices on the Box Truck or liftgate.

2. BOX TRUCK REQUIREMENTS

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

2.2 Required Box 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 Box Trucks to meet all federal, state and local truck safety standards, codes, and ordinances.

2.3 At time of Box Truck pickup, Contractor shall provide to Authorized User a Box Truck with proper fluid levels; coolant protected to -20 degrees; and in clean condition (inside and out). All Box Trucks should have no body damage or mechanical problems that impedes the safe

operation of the Box Truck.

2.4 In inclement winter weather, upon request and for additional cost, Contractor shall use commercially reasonable efforts (primarily dependent on the Rental Entity location) to equip the Box Truck with snow tires as appropriate and furnished with an ice scraper.

2.5 On request from and at no additional cost to Authorized User or Participating Entity, Contractor shall use commercially reasonable efforts to (primarily dependent on the vehicle class) provide with the Box Truck: first aid kits, flares, and fire extinguishers.

2.8 Non-Smoking Box Trucks

All Box Trucks rented under this Master Agreement shall be non-smoking, whereas previous Authorized Users did not smoke tobacco or other products inside the Box Truck.

3 PARTICIPANT RESPONSIBILITIES

3.1 Improper Use of Box Truck

Purchasing Entity and Authorized User or Additional Authorized Driver agree the Passenger Vehicle will not be used:

- a) by a driver who is impaired by or under the influence of narcotics, alcohol, intoxicants, or any drugs, used with or without a prescription.
- b) for any illegal purpose or in any illegal, fraudulent, or reckless manner, such as, (i) to store or transport explosives, chemicals, corrosives, medical waste, or any other hazardous materials or pollutants, (ii) to carry passengers in excess of the number of seat belts or outside the passenger compartment, (iii) in areas of civil unrest, including labor strike areas, or (iv) without sufficient levels and types of fuel, coolants, lubricants, and other fluids.
- c) By a driver committing a felony, indictable offense, or otherwise engaged in a criminal act.
- d) To push or tow another vehicle unless the Box Truck is equipped for towing and is specified to do so in the Rental Contract and Contractor has provided prior written consent.
- e) To push or tow anything in violation of the manufacturer's specifications.
- f) to carry passengers or property for hire or for driver training or testing.
- g) To transport goods or products for hire as a common carrier, a contract carrier or private carrier of property UNLESS (i) Purchasing Entity has obtained bodily injury and property damage liability insurance required of a motor carrier by all applicable authorities where the Box Truck is rented and operated, if different, (ii) upon Contractor's request, Purchasing Entity provides satisfactory evidence of such insurance with Contractor as an additional named insured and loss payee on the policy, and (iii) Authorized User and Additional Authorized Driver(s) hold a valid class license for that purpose that complies with all applicable laws.
- h) In a test, race or contest.
- i) By an unlicensed driver.
- j) By a person other than an Authorized User with the minimum driver requirements.

- k) By a person (i) who has given a fictitious name, false address, false or invalid driver's license, or who has misrepresented or withheld material facts from us in connection with the rental, (ii) whose driver's license becomes invalid during the rental period, or (iii) who has obtained the keys without Contractor's permission.
- l) Outside of the United States except where such use is specifically authorized by the Contract.
- m) Off paved, graded or maintained roads, driveways, or over bridges posted for a maximum of 3 tons (2,721.55 kilograms) or less, except when the Contractor has agreed to this in writing beforehand.
- n) By a driver who allows more passengers to occupy the Box Truck than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws.
- o) By a driver who does not meet the age requirement set forth in Master Agreement.
- p) By a driver or occupant who is smoking.
- q) By a driver who obtained the Box Truck through fraud or misrepresentation,
- r) By a driver or occupant who fills the tank with incorrect fuel.
- s) By a driver who intentionally causes damage to or loss of the Box Truck.
- t) By a person who modifies the Box Truck or any optional accessories, including by removing any seats from the Box Truck.
- u) In live artillery fire exercises or used in training or tactical maneuvers, or in police, military or other law enforcement activities, it is being understood that the Master Agreement is intended for Business Use only.
- v) Will not leave the keys in the Box Truck while unattended. If the Box Truck is stolen, the Participating Entity must be able to produce the keys.
- w) To carry a passenger under the age of 8 unless restrained in a federally-approved child restraint system.
- x) By a driver who uses a passenger plated pick-up truck for any commercial purpose.
- y) After the illumination of Box Truck warning lights by which the continued operation may result in damage.
- z) In a manner that violates the manufacturer's specifications and guidelines, including by loading it in excess of its Gross Vehicle Weight Rating ("GVWR") as indicated on the driver side door jam or with an improperly or unevenly divided load.
- aa) To transfer or assign the Contract or sublease Box Truck, and any attempt to do so will be null and void.
- bb) To test the Box Truck's technological components or capabilities.
- cc) By a driver who takes the Box Truck into Mexico.

3.2 Fuel Tanks

Participating Entity shall return a Box Truck to the Contractor with the same level of fuel the Box Truck had at the time of pick up, unless an alternative fuel arrangement was made at the time of pick up. Authorized User's failure to comply will result in an additional charge for refueling.

Exhibit 5

Provisions Required by Federal Law

Contractor shall comply with all applicable federal law, regulations and executive order, as indicated, and shall cause all applicable 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 all applicable Federal anti-discrimination laws ; and certifies that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.
- 2. Clean Air Regulations. Contractor agrees:**
 - a. It will not use any facilities listed on the US EPA list of Violating Facilities”;
 - b. It will report the use of facilities place on the or likely to be placed on the US EPA “list of Violating Facilities”.
 - c. It will report violations of use of prohibited facilities to FTA; and
 - d. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. 7401-7671q); and the Federal Water Pollution Control Act, as amended (33 U.S.C 1251-1387)
 - e. It will include the substance of this clause in all agreements or subcontracts in excess of \$150,000 with subcontractors at every tier, including this requirement to flow down the clause.
- 3. Solid Waste Disposal Act.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.
- 4. 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.
- 5. 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.
- 6. Recycled Materials.** To the extent reasonably practicable, Contractor shall use products containing recovered materials that are EPA-designated items in it performance of this Agreement 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.
- 7. 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).

8. 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:

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.

9. 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:

- 9.1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.
- 9.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- 9.3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- 9.4. 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.

10. 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. Audits and inspections are limited to twice per year, after providing 10 days' prior written to Contractor.

11. 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:

- 11.1.** Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 11.2.** 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;
- 11.3.** 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
- 11.4.** 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.

12. 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.

13. 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.).

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.).

19. 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.

20. 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.

21. 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.

ADDITIONAL TERMS AND CONDITIONS

The Contract will govern your rental of the Vehicle from us for the Rental Period. The "Contract" is made up of these Additional Terms and Conditions and the Rental Agreement Summary that we provide to you in connection with your rental (the "Summary"), as well as the description of potential fees and charges you may be required to pay (the "Fee Schedule") <https://www.enterprise.com/fees>, the Privacy Policy <https://privacy.ehi.com/en-us/home.html>, and the Vehicle Condition and Equipment Report that we provide you in connection with your rental ("VCER"), all of which are incorporated by reference into these Additional Terms and Conditions as if fully set forth in this document. The Summary will control if there are discrepancies between it and these Additional Terms and Conditions. You and us are the only parties to the Contract, regardless of whether a third party may have been involved in arranging, negotiating, or paying for the rental.

1. **Definitions:** For purposes of the Contract, the following terms are specifically defined:

- a. "Additional Authorized Driver(s)" means any individuals besides you who we permit to operate the Vehicle, including (i) the Authorized Drivers, and (ii) Additional Authorized Drivers identified on the Summary or otherwise agreed to by us in writing.
- b. "Authorized Drivers" means your spouse or domestic partner, as long as they have your permission, meet the minimum rental age, and hold a valid driver's license.
- c. "Dollars" or "\$" means (i) US Dollars, if your Rental Location is in the United States, or (ii) Canadian Dollars, if your Rental Location is in Canada.
- d. "Optional Accessories" means the accessories listed on the Summary or that you otherwise accepted, which may include, child seats, non-pre-installed global positioning systems and similar products and services, ski racks, toll transponders, pads, straps, hand trucks, and other similar equipment.
- e. "Owner," "us", or "we" means the Owner identified on the Summary.
- f. "Rental Location" means the rental location identified on the Summary.
- g. "Rental Period" means the period between the time you take possession of the Vehicle and the time we check in the Vehicle after you return it or it is otherwise recovered. However, in no event shall the Rental Period extend beyond [28] days. If a rental is ongoing for [28] days, you acknowledge that keeping the Vehicle beyond the end of the [28th] day is your consent to a new Rental Period subject to the terms and conditions in the original Contract and that may be assigned a new rental agreement number.
- h. "Renter," "you," or "your" means the Renter identified on the Summary.
- i. "Return Location" means the return location identified on the Summary.
- j. "Truck" means any Vehicle rented under the Enterprise Truck Rental brand.
- k. "Vehicle" means the vehicle identified on the Summary or any replacement vehicle(s), inclusive of the vehicle as equipped and furnished by the manufacturer and any equipment, part, or accessory added by Owner, including, as applicable, keys, key fobs, transponders, and electric vehicle charging cables.

2. **What You Must Pay Us.**

- a. **Summary Charges.** You must pay us, our affiliates, or agents all amounts listed on the Summary. Unless expressly modified on the Summary, (1) all charges are for a minimum of 1 day, and (2) "day" means each consecutive 24-hour period beginning at the Rental Time on the Summary.
- b. **Additional Charges.** In addition to the amounts listed on the Summary, you may also be required to pay us, our affiliates, or agents the amounts listed on the Fee Schedule <https://www.enterprise.com/fees>, if applicable and not prohibited by law. The Fee Schedule forms part of the Contract and is incorporated by reference into these Additional Terms and Conditions as if fully set forth in this document.
- c. **Toll and Related Fees.** We may charge you (i) a Tollpass Service Charge of up to \$7.00 per day that you drive the Vehicle on a Tollpass Service area covered toll road if a toll collection transponder is pre-installed in the Vehicle or tolls are video-monitored (not to exceed \$35.00 per Rental Period) or a Tollpass Device rental fee of up to \$7.00 per day of the Rental Period, regardless of whether you drive the Vehicle on a Tollpass Service area covered toll road, if a toll collection transponder is available and rented from the Rental Location (not to exceed \$35.00 per Rental Period), plus (ii) the actual cost of each toll incurred during the Rental Period at the cash toll rate or the highest undiscounted toll rate. As the Tollpass Service is optional, to avoid toll charges and related fees, you may use toll-free roads, pay tolls with cash (where available), or use any of the other methods described on our website, or in our toll brochures. A current list of Tollpass Service area covered roads is

available at www.tollpassgo.com or (877) 765-5201. If you use a toll road not covered by the Tollpass Service, you may be subject to other fines and penalties as described in Section 2.b above.

- d. Your Acknowledgements. With respect to any and all amounts you owe us under the Contract, you specifically acknowledge, authorize, and agree as follows:
- (1) **WE OR OUR AFFILIATE MAY PROVIDE YOUR NAME, ADDRESS, CREDIT CARD AND/OR DEBIT CARD INFORMATION, AND ALL OTHER NECESSARY INFORMATION TO ANY THIRD PARTY TO ENABLE COLLECTION OF OR TRANSFER LIABILITY FOR SUCH AMOUNTS, AND WE MAY DO SO WITHOUT ADDITIONAL NOTICE TO YOU.**
 - (2) **IF YOU PRESENT A CREDIT CARD OR DEBIT CARD AS A MEANS OF PAYMENT, DEPOSIT OR SECURITY, WE, OUR AFFILIATE, OR A THIRD PARTY MAY SUBMIT ALL AMOUNTS OWED UNDER THE CONTRACT FOR PAYMENT ON SUCH CARD(S), INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. IF WE INITIATE ANY CHARGE THAT IS DISHONORED, WE MAY RE-INITIATE THE CHARGE WITHOUT YOUR FURTHER AUTHORIZATION.**
 - (3) We will take the amount on the Summary as an authorization or sale. Those funds will not be available to you until after the Vehicle is returned. We may take one or more incremental authorizations and/or deposits during the Rental Period if you incur additional charges.
 - (4) All amounts are subject to our final audit. Final amounts charged to your card may exceed amounts shown on the Summary if you incur additional charges.
 - (5) If a third party, such as an insurance company, authorizes payment of any amount owed by you under the Contract, by entering into the Contract you assign to us your right to receive such payment. Only those amounts actually paid to us by a third party will reduce the amount you owe under the Contract. Third party payments may be applied to: (i) vehicle upgrades or optional products (beyond those provided by the third party) or (ii) rental days beyond those specified by the third party. You remain responsible for all charges not paid by third parties, such as charges for vehicle upgrades, optional products, extra rental days, distance (mile or kilometre), fuel, and all other charges.
- e. **Our Right to Set Off. We reserve the right to set off or deduct from any amounts we may owe you under the Contract and any amounts you owe us under the Contract. Once we have determined the full extent of the amounts you owe us, we will attempt to refund any excess amounts collected from you within 20 business days. For payments made by cash, check or money order, refunds will be by check.**

3. Who Owns the Vehicle and the Vehicle's Condition.

- a. Who Owns the Vehicle. The Vehicle and any Optional Accessories are our or our affiliate's property, whether by ownership, beneficial interest, or lease, and even if owned, registered or titled to a third party. You are not our agent and have no authority to bind us.
- b. The Vehicle's Condition.
 - (1) You agree that you received the Vehicle and any Optional Accessories in good physical and mechanical condition. YOU ARE TAKING POSSESSION OF THE VEHICLE AND ANY OPTIONAL ACCESSORIES "AS-IS" AND AGREE THAT YOU HAVE HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. WHERE PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES AND CONDITIONS, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTIES AND CONDITIONS UNDER APPLICABLE SALE OF GOODS LAWS. You shall not alter or tamper with the Vehicle or any Optional Accessories. If you or an AAD determines the Vehicle or any Optional Accessories is unsafe or if any Vehicle warning lights turn on, you or the AAD shall stop operating the Vehicle and any Optional Accessories and notify us immediately.
 - (2) If your Vehicle is a Truck, the following also apply:
 - (i) When required by applicable law, you must perform a daily inspection of the Vehicle, including (but not limited to): (a) inspecting the Vehicle to identify any damage or potential safety concern; (b) inspecting headlights, running lights, brake lights, and turn signals, and ensuring proper operation; (c) checking and maintaining all fluid level, including the hub oil level, if applicable; (d) checking tires to ensure proper tread depth and tire wear; and (e) checking and maintaining tire pressure per the manufacturer's recommendations. Tire failure due to incorrect pressure will be your

responsibility. If the State, Province, or Territory in which you operate the Vehicle has issued a standardized inspection schedule or minimum inspection requirements, you must follow that. Any inspection checklist that we may provide you is for reference only, and you are solely responsible for compliance with all applicable inspection requirements, including any requirement to maintain or cause AAD(s) to maintain a record of your or their daily inspections.

- (ii) You must make the Vehicle available for required inspection and/or maintenance. If we need access to the Vehicle immediately (for example, because of a manufacturer recall), you must make the Vehicle available immediately. If we do not need access immediately, we will give you no less than 3 business days' prior notice. If you do not make the Vehicle available according to the previous sentences, you will be responsible for the costs of all such maintenance, as well as any related damage arising from your delay in making the Vehicle available. You agree to provide us with distance (mile or kilometre) updates on the Vehicle upon our request. If the Vehicle's ABS light is illuminated, you must immediately check the hub oil, if applicable. To obtain an accurate reading of the hub oil level, the Vehicle must be on level ground with the wheels pointed straight. If, at any time, including during a daily inspection, you determine that the hub oil is below the minimum level as indicated on the hubcap window or there appears to be a leak, you may not drive the Vehicle and must have it towed to a repair shop designated by us.
- (iii) If you receive a VCER at the time of your rental, it will form part of the Contract and is incorporated by reference into these Additional Terms and Conditions as if fully set forth in this document. These Additional Terms and Conditions will control if there are discrepancies between it and the VCER.

4. What You May and May Not do With the Vehicle.

- a. What You May do With the Vehicle. You may use the Vehicle during the Rental Period in accordance with the terms of this Contract and all applicable laws. You must return the Vehicle and any Optional Accessories to us on the return date or on our demand at the Return Location and in the same condition as received (ordinary wear and tear excepted). You may not mark the outside of the Vehicle unless directed by us or as otherwise required by applicable law. All such markings must be removed prior to returning the Vehicle, but you must not remove or alter our name or trademarks appearing on the outside of the Vehicle without our permission.
- b. What You May Not do With the Vehicle. You may not do any of the following with, to, or in connection with the Vehicle, and you further acknowledge that doing so may void PEC, EP, SLP, and PAI to the extent permitted by applicable law:
 - (1) Use the Vehicle for any illegal purpose or in any illegal, fraudulent, or reckless manner, such as (i) in a race or speed contest, (ii) to tow or push anything without our prior written permission, (iii) to store or transport explosives, chemicals, corrosives, or any other hazardous materials or pollutants, (iv) by any person impaired by or under the influence of narcotics, alcohol, intoxicants, or drugs, used with or without a prescription, (v) to carry passengers in excess of the number of seat belts or outside the passenger compartment, (vi) in areas of civil unrest, including labor strike areas, (vii) without sufficient levels and types of fuel, coolants, lubricants, and other fluids, or (viii) except in an emergency, on anything other than a paved public highway or suitable graded private or public road or driveway or over bridges posted for a maximum of 3 tons (2,721.55 kilograms) or less;
 - (2) Allow any of the following to operate the Vehicle: (i) any person other than you or AAD(s) without our prior written consent, (ii) anyone who has given a fictitious name, false address, false or invalid driver's license, or who has misrepresented or withheld material facts from us in connection with the rental, (iii) anyone whose driver's license becomes invalid during the Rental Period, or (v) anyone who has obtained the keys without our permission;
 - (3) Transport persons for hire, as a school bus, or for driver training or testing;
 - (4) Transport goods or products for hire as a common carrier, a contract carrier or private carrier of property UNLESS (i) you obtain bodily injury and property damage liability insurance required of a motor carrier by all applicable authorities where the Vehicle is rented and operated, if different, (ii) upon our request, you provide satisfactory evidence of such insurance with us as an additional named insured and loss payee on the policy, and (iii) you and AAD(s) hold a valid class license for that purpose that complies with all applicable laws;
 - (5) Modify the Vehicle or any Optional Accessories, including by removing any seats from the Vehicle;
 - (6) Operate the Vehicle in a manner that violates the manufacturer's specifications and guidelines, including by loading it in excess of its Gross Vehicle Weight Rating ("GVWR") as indicated on the driver side door jam or with an improperly or unevenly divided load;

- (7) Transfer or assign the Contract or sublease Vehicle, and any attempt to do so will be null and void;
- (8) Test the Vehicle's technological components or capabilities; or
- (9) Take the Vehicle into Mexico without prior written consent. Even if we do consent (i) you must maintain or purchase insurance that applies in Mexico as we specify or approve prior to taking the Vehicle to Mexico, and (ii) DW, PEC, and SLP (as defined in Section 5 below) do not apply to accidents or events that occur in Mexico.
- (10) If your Vehicle is a Truck, the following also apply: (i) use the Vehicle other than in the ordinary course of your business, or (ii) in interstate commerce unless you are properly licensed and authorized by all applicable authorities.
- c. If you use the Vehicle in a prohibited manner or violate any other provision of the Contract, we may immediately terminate your right to use the Vehicle without any further notice to you or AAD(s). In that case, we would have the right to seize the Vehicle without legal process or notice to you or AAD(s). We would also retain all of our other rights or remedies provided by law. By entering into the Contract, you and AAD(s) waive all claims for damages connected with our seizure, including loss or damage to contents or cargo, and shall pay all expenses we incur in returning the Vehicle to the Return Location.
- d. If you or AAD(s) continue to operate the Vehicle after we have terminated your right to do so, we may notify police the Vehicle has been stolen. By entering into the Contract, you and AAD(s) agree to release and discharge us from and indemnify, defend and hold us harmless against any liability arising from such notice. You also remain responsible for all charges, costs, taxes, fees, and obligations as set forth in Section 2.

5. What Happens if the Vehicle is Damaged or Causes Damage.

- a. Your Obligation to Report Accidents / Damage and Cooperate. You must report accidents, damage, loss or theft of the Vehicle to us immediately (and in no event later than the next business day following the accident and/or damage). You and AAD(s) must immediately deliver to the Rental Location every process, pleading or paper relating to any claims, suits, or proceedings arising from such accident, damage, loss, or theft. In the event of a claim, suit, or legal proceeding, you, AAD(s) and all other parties seeking benefits pursuant to the Contract shall cooperate fully with us and our representatives. You shall be responsible for assisting us in obtaining any necessary cooperation from an AAD. Cooperation may include (i) participating in examinations under oath, (ii) furnishing a signed statement of testimony, (iii) providing written or oral statements under oath, and (iv) any other matters we deem related to the adjustment of the claim, suit or proceeding. The Vehicle may be equipped with an Event Data Recorder (EDR), infotainment system and/or similar technology for the purpose of recording data about the operation and use of the Vehicle. To the extent permitted by law, you consent to us, our affiliate, or our representatives retrieving and using such data from the EDR or other technology, including during the adjustment of any claim, suit, or legal proceeding.
- b. Your Responsibility to US. Except as restricted, modified or limited by applicable law, you accept responsibility for damage to, loss, modification or theft of, the Vehicle and Optional Accessories occurring during the Rental Period, regardless of whether you or another person were at fault or negligent, or if there was an act of God (i.e., an event out of anyone's reasonable control). If you return the Vehicle outside of the Return Location's business hours or to a location other than the Return Location, you acknowledge that this includes any damage to, loss, modification or theft that may occur before we check in the Vehicle. You must pay us the following amounts:
 - (i) With respect to the Vehicle:
 - (a) If we determine the Vehicle may be repaired (which repair you may not have done without our permission):
 - (1) the amount necessary to repair the Vehicle; plus
 - (2) a sum for loss of use (regardless of fleet utilization) equal to the total labor hours from the repair estimate divided by a number no less than 3 multiplied by the daily rate on the Summary; plus
 - (3) an administrative fee of up to \$150; plus
 - (4) if the damage to the Vehicle is \$500 or more, a sum for diminishment of value equal to 10% of the repair estimate.
 - (b) If the Vehicle is not returned, stolen, and not recovered, or if we determine the Vehicle is salvage:
 - (1) the fair market value of the Vehicle (which shall be equal to its retail value immediately before the loss) minus any sale proceeds, plus
 - (2) a sum for loss of use (regardless of fleet utilization) equal to 15 days multiplied by the daily rate on the Summary.
 - (ii) With respect to the Optional Accessories:

- (a) If we determine the Optional Accessories may be repaired (which repair you may not have done without our permission), the amount necessary to repair them.
 - (b) If the Optional Accessories are not returned or if we determine they cannot be repaired, their replacement cost (for Rental Locations in the United States) or fair market value (for Rental Locations in Canada).
 - (iii) In addition to the amounts owed under (i) and (ii), if applicable, you must also pay or reimburse us for:
 - (a) All towing, storage or impound fees, and other costs we incur to recover the Vehicle and to establish damages, and
 - (b) Any taxes, fees and other mandatory charges imposed by governmental and/or airport authorities.
- c. Your Responsibility to Third Parties. We or our affiliate comply with applicable motor vehicle financial responsibility laws as an insured, self-insurer, bondholder, or cash depositor. Except as required by applicable law, neither we nor our affiliate extend any of our motor vehicle financial responsibility or provide insurance coverage to you, AAD(s), passengers or third parties through the Contract. If liability insurance or self-insurance is available on any basis to you, AAD(s) or any other driver and such insurance or self-insurance satisfies the applicable motor vehicle financial responsibility law, then we or our affiliate extend none of our motor vehicle financial responsibility. In the event of an accident or occurrence that may cause legal liability to be imposed on us, our affiliate, you, and driver, and to the extent permitted under applicable law, motor vehicle liability insurance available to you is primary coverage and must respond to the liability of us, our affiliate, you, and driver. If we or our affiliate are required by applicable law to extend our insurance or motor vehicle financial responsibility and you and AAD(s) are in compliance with the terms and conditions of the Contract, then our or our affiliate's obligation is limited to the applicable minimum financial responsibility amounts. Any such extension of our or our affiliate's motor vehicle financial responsibility shall not include a duty to defend you or any AAD unless required by law. Also, unless we or our affiliate are required by applicable law, our or our affiliate's financial responsibility does not provide coverage for, nor extend to any of the following: (1) any claim made by a passenger in the Vehicle; (2) liability imposed or assumed by anyone under any worker's compensation act, plan or contract; (3) punitive or exemplary damages (which include damages imposed to punish a wrongdoer or deter others from similar conduct) or costs, interest, or damages attributable to them; (4) fines; (5) penalties; (6) treble damages; or (7) multiplied or multiple damages imposed on any permissive operator. The punitive damage exclusion shall further apply to any claim for uninsured or underinsured motorist coverages. If you misrepresent information, provide us or our representatives with false or misleading information, or refuse to cooperate with us or our representatives during any claim, suit or proceeding, such claim may be denied.
- d. Your Obligation to Indemnify Us. You must indemnify and hold us and our affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, judgements, settlements, and other fees, costs and expenses that we or our affiliate(s) incur (including those we incur in relation to third parties) that arise in any manner from this rental transaction, any towing, or from anyone's use of the Vehicle or Optional Accessories. You may present a claim to your insurance carrier for such losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, judgements, settlements, and other fees, costs, and expenses; but, in any event, you will be ultimately responsible to us and our affiliate(s) for all such losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, judgements, settlements, and other fees, costs, and expenses. Your obligation under this paragraph may be limited if you purchase optional DW, EP, and/or optional SLP to the extent they apply.
- e. Optional Products that May Mitigate Your Responsibility or Enhance Your Rental.
 - (1) **Optional Damage Waiver.**
THE CONTRACT OR OTHER OF OUR MATERIALS MAY REFER TO DAMAGE WAIVER (DW), COLLISION DAMAGE WAIVER (CDW), OR LOSS DAMAGE WAIVER (LDW). THEY ALL REFER TO THE SAME PRODUCT AND WILL BE CALLED DAMAGE WAIVER OR DW IN THIS SUMMARY. DW IS NOT INSURANCE. THE PURCHASE OF DW IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.
You may purchase optional DW from us for an additional fee. If you purchase DW, we agree, subject to the actions that invalidate DW and the situations excluded from DW listed below, to contractually waive your damage responsibility for all or part of the cost of damage to, loss or theft of, the Vehicle and related costs, regardless of whether you were at fault or negligent. Our contractual waiver is limited to the amount initialed on the Summary, where applicable. If your Rental Location is in Canada, you may be able to purchase optional DW covering damage to the front windshield only. When deciding whether or not to purchase DW, you may wish to check with your insurance representative or credit card company to determine

whether, in the event of damage to, or theft of, the Vehicle, you have coverage or protection for such damage or theft and the amount of your deductible or out-of-pocket risk.

The following shall invalidate DW and you will be responsible for damage to, loss or theft of the Vehicle:

- a. if the Vehicle is damaged when used or driven:
 - (1) by any person other than you or AAD(s) without our prior written consent;
 - (2) by any person if there is reasonable evidence the driver was impaired by or under the influence of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription;
 - (3) by any person committing a felony, indictable offense, or otherwise engaged in a criminal act;
 - (4) in a race or speed contest;
 - (5) to tow or push anything without our prior written permission or in violation of the manufacturer's specifications;
 - (6) outside the States, Provinces, or Territories authorized on the Summary, if applicable;
 - (7) under authority of any driver's license that is suspended, revoked, invalid, or does not belong to the driver;
 - (8) to transport persons or property for hire;
 - (9) in a wanton or reckless manner of if Vehicle is deliberately damaged;
 - (10) except in an emergency, on anything other than a paved public highway or suitable graded private or public road or driveway, or over bridges posted for a maximum of 3 tons (2,721.55 kilograms) or less;
 - (11) to transport explosives, chemicals, corrosives, medical waste, or other hazardous materials or pollutants of any kind;
 - (12) in areas of civil unrest, including labor strike areas;
 - (13) in violation of applicable hours of service regulations;
 - (14) with the Vehicle loaded in excess of its GVWR;
 - (15) after the illumination of Vehicle warning lights and the damage is a result of the continued operation;
- b. if you misrepresent facts to us pertaining to the rental, use, or operation of the Vehicle whether before or after any loss or damage;
- c. if the Vehicle's interior components are stolen or damaged when the Vehicle is unlocked, or keys are not secured;
- d. if you fail to report or refuse to provide us, police, or other authorities with a full report of any accident or vandalism involving the Vehicle or otherwise fail to cooperate with us, police, or other authorities in the investigation of any accident or vandalism; or
- e. if the Vehicle is stolen and you fail to do any of the following:
 - (1) return the original ignition keys and our key tag identifying the Vehicle;
 - (2) file a police report within 24 hours after discovering the theft;
 - (3) cooperate fully with us, police and other authorities in all matters connected with the investigation of the theft; or
 - (4) ensure that the Vehicle's ignition is turned off at the time the Vehicle is stolen.

In addition to the above, the following situations are excluded from DW and DW does not apply:

- a. any loss less than or equal to the Retained Responsibility initialed on the Summary, which shall apply separately to each damage incident to the Vehicle (as determined by us);
- b. damage to any component of the Vehicle resulting from an impact caused by insufficient overhead clearance (but this exclusion shall not apply if the Vehicle is a cargo van or pick up truck with a GVWR of less than 10,000 lbs. (4,536 kilograms));
- c. any loss or damage to keys, key fobs, electric charging cables, or Optional Accessories;
- d. any loss or damage occurring in Mexico;
- e. damage caused by fueling the Vehicle improperly;
- f. damage or costs caused by inadequate levels or improper fluids, including oil, hub oil, or Diesel Exhaust Fluid (DEF);
- g. any loss or damage to a trailer and/or its contents being towed by the Vehicle; and
- h. any liability imposed by law.

(2) Optional Personal Accident Insurance

PURCHASE OF PERSONAL ACCIDENT INSURANCE (PAI) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, AND EXCEPTIONS OF THE PAI POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. PAI MAY PROVIDE A

DUPLICATION OF COVERAGE ALREADY FURNISHED BY SOME OTHER SOURCE, INCLUDING PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S, CONDOMINIUM OR TENANT'S POLICY, OR EMPLOYERS OR CREDIT CARD INSURANCE. BENEFITS AVAILABLE UNDER THE PAI, HOWEVER WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. OUR EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF YOUR INSURANCE.

PAI provides you and your passengers with the below benefits, which may include Accidental Death, Accident Medical Expenses, Ambulance Expenses, and Dental, depending on your Rental Location. PAI is available for an additional charge as stipulated on the Summary.

	<u>Rental Location in United States</u>		<u>Rental Location in Canada</u>	
<u>PAI Benefits:</u>	<u>You</u>	<u>Passenger</u>	<u>You</u>	<u>Passenger</u>
-Accidental Death, Not to exceed	\$175,000	\$17,500	\$250,000	\$125,000
-Accident Medical Expenses, Not to exceed	\$2,500	\$2,500	\$5,000	\$5,000
-Accident Ambulance Expense, Not to exceed	\$250	\$250	Not Available	Not Available
-Accident Dental Expense, per accident, up to \$200 per tooth but not exceeding	Not Available	Not Available	\$1,000	\$1,000
-Accident Aggregate, not to exceed	\$225,000 per accident (USA)		\$500,000 per accident (Canada)	

The above PAI benefits for you apply to accidents during the Rental Period whether or not you are in the Vehicle. Passengers are covered only for accidents occurring while they occupy the Vehicle. Anyone other than you occupying or operating the Vehicle will be considered a "Passenger" for the purposes of PAI benefits.

PAI Exclusions:

If your Rental Location is in the United States, PAI coverage will be provided by Empire Fire and Marine Insurance Company. PAI does not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; aircraft travel, except as a passenger in a licensed aircraft on a regularly scheduled flight; committing or attempting to commit a criminal offense; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; an accident which occurs while participating in a pre-arranged or organized race or testing of a vehicle; war or any act of war; or engagement in an illegal occupation; nor shall this insurance be in effect if you convert the Vehicle (as described in the following sentence) or during any period you are in violation of the Contract. You will be deemed to have converted the Vehicle if the Vehicle is not returned to us by the Return Date listed on the Summary or by any extended return date we have agreed to in writing. To file PAI claims, obtain a claim form from any rental office, complete it and return it with a copy of the Contract to: **Sedgwick CMS**, P.O. Box 94950, Cleveland, OH 44101-4950, Phone: 1-888-515-3132, Fax 1-216-617-2928.

If your Rental Location is in Canada, PAI coverage will be provided by AIG Insurance Company of Canada. For all exclusions, see the PAI policy. Following are a few key exclusions: PAI does not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; committing or attempting to commit an assault or felony; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; or during any period you are in violation of the Contract.

(3) Optional Supplemental Liability Protection and Extended Protection. (Not Available for Rental Locations in Canada)

THE PURCHASE OF SUPPLEMENTAL LIABILITY PROTECTION (SLP) IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLP POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL OR COMMERCIAL INSURANCE POLICY, OR SOME OTHER SOURCE. OUR EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF YOUR EXISTING COVERAGE.

SLP Benefits:

Optional SLP provides you with minimum financial responsibility limits (at no charge to you) as outlined in the applicable motor vehicle financial responsibility laws of the State where the Vehicle is operated AND excess insurance provided by the insurance policy (SLP charge as shown on the Summary is for the excess insurance only), which supplies you and AAD(s) with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility

limits referenced above and \$300,000 Combined Single Limit per accident. SLP will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of the Vehicle as permitted in the Contract. The policy does not provide coverage for any loss arising from the use or operation of the Vehicle in Mexico. SLP, including UM/UIM benefits is provided only when you or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. SLP is available for an additional charge as stipulated on the Summary.

SLP Exclusions:

For all exclusions, see the SLP policy. Here are a few key exclusions:

- (a) Loss arising out of an accident which occurs while you or an AAD is under the influence of alcohol or drugs, or other substances unless prescribed by a physician;
- (b) Loss arising out of bodily injury, death, or property damage sustained by you or an AAD or any of your AAD's relative or family member who resides in the same household;
- (c) Loss arising out of the operation of Vehicle by a driver who is not you or an AAD;
- (d) Liability arising out of or benefits payable under any uninsured or underinsured motorist law;
- (e) Liability arising out of benefits payable under any first party benefit law, medical payments, no-fault or any similar law to the foregoing;
- (f) Bodily injury or death to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by you or an AAD;
- (g) Property damage to property transported by or in your or an AAD's care, custody or control;
- (h) Damage to Vehicle;
- (i) Liability arising out of the use of Vehicle, which was obtained based on false, misleading or fraudulent information;
- (j) Loss arising out of the use of Vehicle when such use is otherwise in violation of the terms and conditions of the Contract; or
- (k) Bodily injury, death, or property damage expected or intended from your or an AAD's standpoint.

SLP coverage will be provided by Empire Fire and Marine Insurance Company. Report SLP Claims to: Sedgwick CMS, P.O. Box 94950 Cleveland, OH 44101-4950, Phone: 1-888-515-3132, Fax: 1-216-617-2928.

For retail rentals only secured with Extended Protection within the cost of the rental (excluding any liability protection or insurance coverage provided under a commercial contract), the following shall apply:

Extended Protection (EP) (Where available): We provide you or any AAD with third party liability protection in an amount equal to the minimum financial responsibility limits applicable to the Vehicle (the Primary Protection). EP also provides additional third-party liability protection, through an excess liability policy, with limits of the difference between the Primary Protection and a combined single limit of \$1 million per accident for bodily injury and/or property damage to others arising out of the use or operation of the Vehicle by you or an AAD, subject to the terms and conditions of the policy. EP includes UM/UIM coverage for bodily injury and property damage (only where required by law for property damage) in an amount equal to the Primary Protection, and additional coverage, through an excess liability policy, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident. **WE AND YOU REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW.** EP, including UM/UIM benefits, is provided only when you or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. EP coverage is in effect only while you or an AAD is driving the Vehicle within the United States and Canada; coverage does not apply in Mexico. **FOR ALL EXCLUSIONS SEE EP POLICY. HERE ARE A FEW KEY EXCLUSIONS:** (A) BODILY INJURY OR DEATH TO YOU, ANY AAD, OR YOUR OR AN AAD'S BLOOD RELATIVE'S FAMILY, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH YOU OR WITH AN AAD; (B) PROPERTY DAMAGE TO THE VEHICLE; (C) FINES, PENALTIES, AND EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY, DEATH OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM YOUR STANDPOINT; (E) ANY OBLIGATION FOR WHICH YOU OR YOUR INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR LAW; (F) DRIVING UNDER THE INFLUENCE; AND (G) BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM YOUR OR AN AAD'S STANDPOINT. **Note:** Any UM/UIM benefits paid are included in the \$1 million combined single limit EP coverage and in no way increase the combined single limit amount referenced above. This

insurance coverage is underwritten by Ace American Insurance Company. Report EP Claims to: Sedgwick CMS, P.O. Box 94950 Cleveland, OH 44101-4950, Phone: 1-888-515-3132 Fax: 1-216-617-2928.

(4) Optional Personal Effects Coverage.

PURCHASE OF PERSONAL EFFECTS COVERAGE (PEC) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, AND EXCEPTIONS OF THE PEC POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. PEC MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED BY A PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S, CONDOMINIUM OR TENANT'S POLICY, EMPLOYERS OR CREDIT CARD INSURANCE OR SOME OTHER SOURCE. BENEFITS AVAILABLE UNDER THE PEC, HOWEVER, WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. OUR EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF YOUR INSURANCE.

PEC is available for an additional charge as stipulated on the Summary. PEC insures your personal effects, or those of any individual who is traveling with you, against risks of loss or damage while in transit or in a building (if your Rental Location is in the United States, the building does not include your personal residence), or locked in the Vehicle (if your Rental Location is in the United States).

PEC Benefits:

\$1,750 per person; \$8,750 maximum coverage for all covered individuals during the Rental Period.

PEC Exclusions:

If your Rental Location is in the United States, PEC coverage will be provided by Empire Fire and Marine Insurance Company. PEC does not cover automobiles, automobile equipment, motorcycles, watercraft, motors, or other conveyances or their appurtenances, furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables and animals. Loss or damage to property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered. **THE POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.** To file PEC claims, obtain a claim form from any of our rental branches, complete it and return it with a copy of the Contract to: Sedgwick CMS, P.O. Box 94950, Cleveland, OH 44101-4950, Phone: 1-888-515-3132, Fax: 1-216-617-2928.

If your Rental Location is in Canada, PEC coverage will be provided by AIG Insurance Company of Canada. For all exclusions, see the PEC policy. Following are a few key exclusions: PEC does not cover automobiles, automobile equipment, motorcycles, watercraft/boats, motors, or other conveyances or their appurtenances, household furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables and animals. Loss or damage sustained to any process or property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered. **THE POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.** To file PAI/PEC claims, obtain a claim form from: AIG Insurance Company of Canada 120 Bremner Boulevard – Suite 2200, Toronto, Ontario M5J 0A8. Phone: +1-416-596-4005 or +1-877-317-8060, Email: ahclaims@can.aig.com. Group Policy Number: 9428176.

(5) Roadside Assistance and Roadside Assistance Protection/Roadside Plus. For roadside assistance in the U.S. and Canada, call your Rental Location, select the roadside assistance prompt, and you will be connected to a third-party roadside assistance provider that, depending on your location and circumstances, may be able to dispatch personnel capable of performing roadside services to your location. Charges apply for any service(s) provided to you, but these charges may be reduced or eliminated if you purchase Roadside Assistance Protection (RAP) or Roadside Plus (RSP), as applicable. When deciding whether or not to purchase optional RAP/RSP, you may wish to check whether you have other coverage or protection for such services. RAP/RSP IS NOT INSURANCE. THE PURCHASE OF RAP/RSP IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. You may purchase optional RAP/RSP from us for an additional fee. If you purchase RAP/RSP, we will contractually waive our right to collect from you for the following services: (i) lost and damaged key replacement (including remote entry devices) except for rentals originating in CA, KS, MO, or NY, (ii) flat tire replacement (if no inflated spare is available, the Vehicle will be towed) but the cost of a replacement tire is not waived, (iii) lockout service (if keys are

locked inside the Vehicle), (iv) Vehicle jumpstart, (v) fuel delivery of up to 3 gallons (or equivalent liters) of fuel if the Vehicle is out of fuel, and (vi) a tow to the nearest charging source due to loss of battery charge for Battery-Electric Vehicles. RAP/RSP does not waive any charges incurred in Mexico.

6. Our Responsibility to You.

- a. **Personal Property and Cargo.** We are not responsible for any damage to, loss or theft of, any personal property, cargo, or data contained in the Vehicle, whether the damage, loss, or theft occurs during or after the rental and regardless of fault or negligence. No bailment is or will be created upon us, whether actual, constructive or otherwise, for any personal property or cargo carried in, stored, loaded, or left in the Vehicle or on our premises. We are not liable for and you must defend, indemnify and hold us and our affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by us or our affiliate(s) arising out of your or your passengers' failure to remove any personal property or cargo, including data or records downloaded or otherwise transferred to the Vehicle and/or any Optional Accessories. WE are not responsible for and you release us from any claim or cause of action which may arise from a prior renter's or passenger's failure to remove any personal property, data, or records from the Vehicle and/or any Optional Accessories. See Section 5.e.(3) for information on optional PEC.
- b. **Personal Injury and Uninsured Motorist Protection.** If your Rental Location is in the United States, except as required by law, we or our affiliate do not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) through the Contract. If your Rental Location is in Canada, except as required by law, we or our affiliate do not provide Personal Injury Accident Benefits or Uninsured/Underinsured Motorist Protection through the Contract. For Rental Locations in the United States or Canada, if we or our affiliate are required by law to provide any of the above protection, as applicable to your rental, you expressly select such protection in the minimum limits with the maximum deductible and expressly waive and reject and such protection in excess of the minimum limits or amounts required by law. If you misrepresent information, provide us or our representatives with false or misleading information, or refuse to cooperate with us or our representatives during any claim, suit, or proceeding, your claim may be denied.
- c. **Limitation of Remedy/No Consequential Damages.** If we breach any of our obligations under the Contract or if the Vehicle or any Optional Accessory has any mechanical or other failure not caused by you or AAD(s) and if we are liable under applicable law for such breach or Vehicle or Optional Accessory failure, our sole liability to you and AAD(s) and your and AAD(s)' sole remedy is limited to our substitution of another similar vehicle or accessory and a refund of any pre-paid pro rata daily rental rate for the period in which you or AAD(s) did not have use of the Vehicle or substitute vehicle. **YOU AND AAD(S) WAIVE ALL CLAIMS TO ALL FORMS OF DAMAGES, INCLUDING, BUT NOT LIMITED TO, GENERAL DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, AND INCIDENTAL DAMAGES, AND ALSO INCLUDING LOSS OF PROFIT AND LOSS OF OPPORTUNITY, THAT MIGHT OTHERWISE BE AVAILABLE TO YOU OR AAD(S). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO YOU OR AAD(S).** You further acknowledge that any personal data or information downloaded or transferred to the Vehicle may not be secure and may be accessible after the Rental Period. You release us from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party. For the avoidance of doubt, the entirety of this limitation of remedy applies to claims for negligence, recklessness, gross negligence, and/or intentional acts, unless such a waiver is precluded by applicable law.

7. Your Privacy. You understand and agree to our collection, use, disclosure and management of your personal information as set out and for the purposes in the Contract and/or in our privacy policy ("Privacy Policy"), which may be amended from time to time, is available at <https://privacy.ehi.com>, forms part of the Contract, and is incorporated by reference into these Additional Terms and Conditions as fully set forth in this document. If you wish to exercise your privacy data subject rights or your right to opt out of receiving certain electronic communications, or otherwise learn more about our privacy practices, please contact us through our Global Privacy Portal, at <https://privacy.ehi.com/requests>, call 1(877) 858-3884, or by mail at Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

8. Telematics Data. Your Vehicle may be equipped with pre-installed event data recorders, global positioning devices, OnStar® and other communications systems that may be connected to the internet or cellular services, or other similar technology ("Telematics Devices"). You acknowledge and agree to (1) the collection of location and other data from Telematics Devices by us as described in our Privacy Policy ("Telematics Data"); and (2) the use and disclosure of Vehicle location data and other Telematics Data: (i) to generate vehicle usage, performance and other similar information, including

to fulfill the Vehicle rental services; (ii) to provide you, AAD(s) or other passengers with roadside assistance, emergency and other services; (iii) to locate the Vehicle when the Vehicle is suspected to be lost, stolen or, abandoned; or (iv) where required by law. We may use and store data after the expiration of the Contract. Further details about our treatment of Telematics Data are set out in our Privacy Policy at <https://privacy.ehi.com>.

9. Vehicle Navigation and Infotainment Systems and Vehicle Manufacturer Apps.

a. If you, AAD(s) or any passenger pair a mobile device with the Vehicle's navigation or infotainment systems and choose to use OnStar, Apple CarPlay, Android Auto or other similar third-party software or services on the Vehicle, personal information and other data may be transferred from the mobile device to and stored on these systems. We cannot guarantee the privacy of such information. It is your sole responsibility to delete all such information from these systems before returning the Vehicle to avoid subsequent occupants of the Vehicle accessing this information.

b. If you download a mobile application made available by the Vehicle manufacturer or other third party and you register the Vehicle in that application, your use of the application may result in the sharing of Telematics Data and other information (including location information, and personal information) with the Vehicle manufacturer or other third party, as applicable. Your use of these applications is strictly governed by the mobile application's terms and conditions and privacy policy and we are not in any way responsible for, and you release us from, any claim or cause of action which may arise from your use of these applications. Prior to returning the Vehicle, it is your responsibility to either remove the application or delete the Vehicle from the application.

10. Text & Call. By signing the Summary, you agree to these Text & Call terms and conditions, and provide express consent for us, our affiliates, or our representative to contact you at the phone number(s) provided in connection with the Contract to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Your consent to receiving these calls or texts is not a condition of any purchase or rental contract. For further details, please see our privacy practices as set out at <https://privacy.ehi.com>.

11. What Happens in the Event of a Dispute.

a. Choice of Law. All terms and conditions of the Contract shall be interpreted, construed and enforced pursuant to the laws of the State, Province, or Territory where you pick up the Vehicle, without giving effect to the conflict of laws and/or provisions of such State, Province, or Territory.

b. Dispute Resolution Provision – Mandatory Arbitration Agreement: THIS PROVISION DOES NOT APPLY TO CONSUMER RENTAL TRANSACTIONS ORIGINATING IN THE PROVINCE OF QUEBEC. CONSUMER RENTALS ORIGINATING IN THE PROVINCE OF QUEBEC ARE TRANSACTIONS WITH RESIDENTS TO WHICH THE CONSUMER PROTECTION ACT (QUEBEC) APPLIES. WHERE PERMITTED BY LAW, YOU AND WE EACH WAIVE OUR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. YOU AND WE EACH AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THE CONTRACT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO OUR PRODUCTS AND SERVICES, COMMUNICATIONS WITH YOU, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to, during, or after termination of the Rental Period. For the purposes of this Dispute Resolution Provision "you" also includes any Additional Authorized Driver under the Contract, and any of your agents, beneficiaries or assigns, or anyone acting on your or their behalf, and "we," "us," or "our" also includes any of our employees, agents, affiliates, parents, subsidiaries, beneficiaries, assigns, and vendors, including but not limited to our service providers and marketing partners. WHERE PERMITTED BY LAW, YOU AND WE EACH AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. However, you and we each agree that either you or we may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against you only and is not made part of a class

action, private attorney general action or other representative or collective action. Where required by law, you and we each agree that you may bring an individual action in the applicable court of justice. You and we also agree that claims against or by a third-party insurance company ostensibly providing coverage to you or any AAD or the application of our financial responsibility relating to the use or operation of the Vehicle may be brought in a court with valid jurisdiction.

(1) Procedure: You or we, as applicable, must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the Claim; and (b) the relief sought to the other party, as applicable. If your Rental Location is in the United States, the Notice to us should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604; if your Rental Location is in Canada, the Notice to us should be addressed to: Baker & McKenzie LLP, Brookfield Place, Suite 2100, 181 Bay Street (PO Box 874), Toronto (Ontario) Canada M5J 2T3 (in either case, "Notice Address"). If you and we do not resolve the claim within 30 days after the Notice is received, you may choose to commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules if your Rental Location is in the United States, or with the international Centre for Dispute Resolution Canada ("ICDR Canada") pursuant to its Canadian Arbitration Rules if your Rental Location is in Canada. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules or ICDR, Canada's Canadian Arbitration Rules, as applicable, in effect at the time of the demand, as modified by the Contract. A single arbitrator will be selected according to AAA's Commercial Arbitration Rules or ICDR Canada's Canadian Arbitration Rules, as applicable. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both you and us with due consideration of our ability to travel and other pertinent circumstances. If you and we are unable to agree on a location, such determination should be made by the AAA or ICDR Canada, as applicable, or by the arbitrator. The AAA rules are available online at www.adr.org. The ICDR Canada Canadian Arbitration Rules are available at www.icdr.org/icdrcanada. Except as required by law, neither you or us nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of both you and us.

(2) Arbitrator's Authority: For arbitrations before AAA, the arbitrator is bound by the Contract, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. For arbitrations before ICDR Canada, the arbitrator is bound by the Contract, the applicable arbitration legislation, and ICDR Canada's Canadian Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability, or formation of the Contract, including whether it is void. You and we agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA or the applicable Canadian arbitration legislation. The arbitrator can award the same damages and relief as a court, but only in favor of an individual claimant, whether you or us.

(3) Arbitration Costs: You will be responsible for your share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees you would incur if the claims were filed in court. We will be responsible for all additional arbitration fees. You are responsible for all other costs/fees that you incur in arbitration, e.g., fees for attorneys, expert witnesses, etc. You will not be required to reimburse us for any fees unless the arbitrator finds that the substance of your claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules or ICDR Canada Canadian Arbitration Rules, as applicable, will govern the payment of all fees, and we may seek reasonable attorney's fees. We will pay all fees and costs we are required by law to pay.

(4) Governing Law and Enforcement:

IF YOUR RENTAL LOCATION IS IN THE UNITED STATES – Notwithstanding anything in this Section 11, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. If any portion of this Dispute Resolution Provision is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. If the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

IF YOUR RENTAL LOCATION IS IN CANADA - Notwithstanding anything in this Section 11, the domestic arbitration act of the provincial or territorial judicial district of the Rental Location applies to this Dispute Resolution Provision and governs whether a claim is subject to arbitration. If any portion of the Dispute Resolution Provision is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force effect.

12. Other Terms That Apply to the Rental.

a. Your Agreement to be Bound by the Contract. By signing the Contract or clicking the "I Accept" button at a rental kiosk, via an internet rental, or via online check-in, you agree that you have read, are aware of, accept full responsibility for and are bound by the

terms and conditions contained in the Contract, including all documents incorporated by reference in these Additional Terms and Conditions. You agree that electronic signatures have the same force and effect as manual signatures. Except as otherwise stated in the Contract, the Contract is the entire agreement between you and us and cannot be altered by another document, oral agreement, or course of dealing, unless agreed to in writing and signed by you and us.

b. Your Representations to US. You represent that the following statements are true and accurate as of the date of the Contract and throughout the Rental Period, and you understand that we have relied on their truth and accuracy in entering into and performing under the Contract: (i) you are the Renter listed on the Summary, (ii) you have not given us a fictitious name, false address, or false or invalid driver's license, (iii) you have not misrepresented or withheld material facts from us in connection with the rental, (iv) your driver's license and the driver's licenses of any AAD(s) will remain valid for the duration of the Rental Period, (v) you and any AAD(s) intend to use the Vehicle for purposes permitted under the Contract and no other purposes, and (vi) additional in-rental acknowledgements or modifications.

c. Verification of Information. For matters arising from the Contract, Renter authorizes Owner to verify and/or obtain through credit agencies or other sources Renter's personal, credit and/or insurance information.

d. Power of Attorney. By entering into the Contract, you grant and appoint us as a Limited Power of Attorney:

- i. To present insurance claims of any type to your insurance carrier and/or credit card company if:
 - i. The Vehicle is damaged, lost or stolen during the Rental Period and you fail to pay for any damages; or
 - ii. Any liability claims against us arise in connection with this rental transaction and you fail to defend, indemnify and hold us harmless from such claims;
- ii. To sign your name to entitle us to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

e. Severability. If any terms or conditions of the Contract are determined to be unlawful, contrary to public policy, void or unenforceable, all other terms and conditions of the Contract will continue in full force and effect.

f. Headings. The headings of the numbered paragraphs of the Contract are for convenience only, are not part of the Contract and do not in any way limit, modify or amplify the terms and conditions of the Contract.

g. Customers with Disabilities. For customer service inquiries related to customers with disabilities, please call 1 (866) 225-4284, email mobility@erac.com, or TTY 1 (866) 534-9270.

h. Compliance with Law and Regulations. You recognize that by renting the Vehicle you have control of and are responsible for operating it in compliance with requirements prescribed by any applicable law, including laws passed and enforced by the USDO T or similar governmental entities. It is your sole responsibility to determine what laws apply to you when operating and when in possession of the Vehicle, and for ensuring that any AAD(s) also comply with such laws. You will comply with any request by us to assist in complying with any applicable law, including making the Vehicle available for inspection by any authority. IN ACCORDANCE WITH SUCH APPLICABLE LAW, WE COOPERATE WITH ALL LAW ENFORCEMENT OFFICIALS TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE OUR VEHICLES.

We are an affiliate of Enterprise Holdings Inc., which owns all rights to Enterprise, Alamo, and National Car Rental names and marks. Additional Terms and Conditions updated [1/2/2025]. UNIV.NA.UC25