

**KANSAS STATE UNIVERSITY
PURCHASING OFFICE
21 ANDERSON HALL
MANHATTAN, KS 66506
PHONE 785-532-6214 FAX 785-532-5577**

ITEM: VEHICLE RENTAL SERVICE

This is an abbreviated version of contract 37354. To see the official state version, click on the contract link below.

Agency/Business Unit: Statewide

Period of Contract: through October 31, 2015

Procurement Officer: John T Lowe; john.lowe@da.ks.gov; t785-296-3126

Contract ID: [0000000000000000000037354; Hertz Cooperation \(replaces contract 12286\)](#)

Contractor: Hertz Corporation
225 Brae Blvd.
Park Ridge, NJ 07656

To view a list of local offices and their contact information, see pages 7 and 8
To reserve a vehicle call 888-300-8035 or visit www.hertz.com
K-State's CDP Code is 1979072

For other assistance contact:
Kristin Wantland; kwantland@hertz2.com; t913-652-3362; f866-234-5314
Sarah Engel; <mailto:sengel@hertz.com>; t703-683-9236
Jared Corwin; <mailto:jcorwin@hertz.com>; t913-383-2059

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may use a P-card for purchases from this contract.

Administrative Fee: Administrative Fees have been incorporated into the unit prices of this contract.

PRICING SCHEDULE**A. In-State, Statewide Pricing**

Preferred Vehicle Classes (24 hour reservation): Rates Without Collision Damage Waiver:

Vehicle Type	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
Compact	\$ 29.50	\$ 162.25	\$ 649.00
Intermediate/Mid-Size Sedan	\$ 31.50	\$ 173.25	\$ 693.00
Full-Size Sedan	\$ 33.50	\$ 184.25	\$ 737.00
Mid-Size SUV	\$ 44.50	\$ 244.75	\$ 979.00
Minivan	\$ 47.50	\$ 261.25	\$ 1,045.00

Secondary Vehicle Classes (7 day reservation): Rates Without Collision Damage Waiver:

Vehicle Type	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
Compact SUV	\$ 40.50	\$ 222.75	\$ 891.00
Large SUV	\$ 83.50	\$ 459.25	\$ 1,837.00
Hybrid Mid-Size Sedan	\$ 39.50	\$ 217.25	\$ 869.00

Preferred Vehicle Classes (24 hour reservation): Rates With Collision Damage Waiver:

Vehicle Type	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
Pickup Truck	\$ 55.50	\$ 305.25	\$ 1,221.00

Secondary Vehicle Classes (7 day reservation): Rates With Collision Damage Waiver:

Vehicle Type	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
Large Passenger Van	\$ 85.50	\$ 470.25	\$ 1,881.00
*Cargo Van	\$ 51.50	\$ 283.25	\$ 1,133.00

*Cargo Vans are available in Topeka and may be available in other locations. Contact Kristin Wantland for availability in other areas.

B. The following additional charges will be added onto a State rental as applicable by use of the State business renter.

No Show Fees will be assessed by all renting locations when a reserved vehicle is not canceled with 2 hour prior notice.

1. Each instance will accrue a \$15.00 fee.
2. Grace Periods will be given to State renters as outlined in the Section G of The Specifications, Reservations.

One-Way Restrictions and Charges may apply to rentals dropped off at location other than the original renting city, where inter-city drop-off does not apply. The below charges, will not apply to one-way rentals to Kansas City International Airport as outlined in Section P of The Specifications, One-way Rentals to Kansas City International (MCI) Airport.

1. A mileage fee of \$0.25 per mile will be charged on one-way business rentals.
2. For one-way rentals over 250 miles, a one-way surcharge of \$125 will be charged on business rentals.

Delivery and Pickup of Renters within 15 miles of a participating location will be provided at no additional cost.

Participating locations are outlined in Section L of The Specifications, Delivery and Pick-up of Renters.

1. If the delivery exceeds a 15 mile radius, the State business rental will be charged \$0.35 per mile.
2. The \$0.35 per mile fee will be charged both ways.

Fuel Charges will be applied on State rentals when the vehicle is returned without a full tank of gas as outlined in Section Q, of The Specifications, Fuel. The below charges apply where the Hertz Fuel Purchase Option is not accepted at the time of rental pick-up.

1. Hertz may invoice the State employee for the missing fuel at the retail cost of the fuel at the market of the return location plus an additional \$ 1.00 service fee per gallon.

- C. **Out of State Business Rental Pricing:** Hertz will offer to State Agencies the below business rental rates at participating locations nation-wide, not including In-State rentals.

Required Preferred Vehicle Classes: Rates Without Collision Damage Waiver:

Vehicle Type	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
Compact	\$ 35.00	\$ 192.50	\$ 770.00
Intermediate/Mid-Size Sedan	\$ 37.00	\$ 203.50	\$ 814.00
Full-Size Sedan	\$ 39.00	\$ 214.50	\$ 858.00
Mid-Size SUV	\$ 61.00	\$ 335.50	\$ 1,342.00
Minivan	\$ 61.00	\$ 335.50	\$ 1,342.00

Secondary Required Vehicles Classes: Rate Without Collision Damage Waiver:

Vehicle Type	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
Compact SUV	\$ 59.00	\$ 324.50	\$ 1,298.00
Large SUV	\$ 82.00	\$ 451.00	\$ 1,804.00
Hybrid Mid-Sedan	\$ 42.00	\$ 231.00	\$ 924.00

*A daily differential city surcharge will apply at designated locations. A complete list of City Surcharge Locations and Fees can be found on page 4.

Additional fees and/or facility charges may apply to business rentals at locations nationwide. The fees/charges may vary by location. The additional fees, not limited to the below list, will not include taxes as outlined in the Technical Proposal.

1. Energy Recovery Fee: \$ 1.03 per rental
2. Concession Fee Recovery: % value of rental invoice
3. Vehicle License Cost Recovery: % value of rental invoice
4. Customer Facility Charge: fixed dollar amount

Items 2-4 above vary on percent or dollar amount nation-wide based on the requirements by location. Additional information on specifics nation-wide can be provided upon request.

D. Airport Fees

1. The following current fees and taxes apply to rentals at the Kansas City International Airport (MCI):
 - a. Airport Concession Fee Recover (ACFR) – This fee is to reimburse Hertz for concession fees paid to the airport (hotel or train station) for each rental: 11.87%
 - b. Customer Facility Charge/Facility and Operation Fee – The Airport requires that all car rental companies collect this fee. The money collected is used to pay for the new car rental facilities: \$6.01/day
 - c. Vehicle Licensing Cost Recovery – This fee is for Hertz’s recovery of the proportionate amount of vehicle registration, licensing and related fees applicable to a rental: \$ 3.78/day
 - d. MISC VLCR: \$ 4.00/day
 - e. Taxes: 8%

2. The following current fees apply to rentals at Kansas Airport locations. The fees for Hays, Salina and Manhattan will terminate February 15, 2013.

Hays Regional Airport
 3950 E. 8th Street
 Hays, KS 67601
 Concession Fee Recovery: 5.0%

Salina Airport, KS HLC
 3230 Arnold Drive
 Salina, KS 67401
 Concession Fee Recovery: 3.3%

Manhattan Airport, KS HLC
 5500 Ft. Riley Boulevard, Ste. 108
 Manhattan, KS 66502
 Concession Fee Recovery: 11.11%

Wichita Mid-Continent Airport
 2173 South Air Cargo Road
 Wichita, KS 67209
 Concession Fee Recovery: 10.00%
 Facility and Operating Fee: \$ 4.00/day
 (Maximum \$ 56.00 / transaction)

OUT OF STATE CITY SURCHARGE LIST

Hertz Corporate Rates: Additional Charge Cities

Hertz Corporate Rates vary by city and are based on a number of factors affecting operating costs in the renting city. Rentals in the following locations will be at your Corporate Rates plus the Additional Charge indicated. The listing below pertains to Hertz U. S. Corporate locations only.

\$ 3.00 Daily Burbank AP, CA
 Orange County AP, CA
 Oakland AP, CA
 San Jose AP, CA

\$ 8.00 Daily Boston Area, MA
 Baltimore/Washington D. C. Area
 Chicago Area, IL
 Detroit Area, MI
 Philadelphia Area, PA

\$ 29.00 Daily La Guardia AP/JFK AP, NY
 Manhattan, NY

\$ 19.00 Daily Newark AP, NJ

Licensee City: Adjusted Daily Surcharges

\$ 0.00 Daily State of Arkansas (Subject to individual franchise)

Out of State City Surcharge List

\$ 6.00 Daily Boise, ID
 Idaho Falls, ID
 Pocatello, ID
 Sun Valley, ID
 Spokane, WA
 Pullman, WA
 Lewiston, ID
 Bend, OR
 Klamath Falls, OR
 Medford, OR
 Pendleton, OR
 Redmond, OR
 Salem, OR
 Sun River, OR
 Pasco, WA
 Walla Walla, WA
 Wenatchee, WA
 Yakima, WA
 Missoula, MT
 Butte, MT
 \$ 13.00 Daily San Luis Obispo, CA
 \$ 20.00 Daily Hailey, ID

REQUIRED PREFERRED VEHICLES CLASSES			
VEHICLE TYPE	HERTZ CAR CLASSIFICATION	HERTZ MODELS	MANUFACTURER MPG RANGE
Compact	Class B	Hyundai Accent	33 mpg
		Ford Focus	31 mpg
		Mazda 2	35 mpg
		Nissan Versa	30 mpg
Intermediate/Mid-Size Sedan	Class C	Hyundai Elantra	33 mpg
		Chevy Cruz	30 mpg
		Mazda 3	28 mpg
		Toyota Corolla	29 mpg
		Ford Fusion	20 mpg
		Mazda 6	24 mpg
		Nissan Sentra	30 mpg
Full-Size Sedan	Class F	Toyota Camry	28 mpg
		Honda Accord	27 mpg
		Chevy Impala	22 mpg
		Ford Taurus	21 mpg
Mid-Size SUV	Class L (Hertz Labeled as Standard SUV)	Toyota 4 Runner	19 mpg
		Ford Edge	21 mpg
		Chevy Equinox	23 mpg
		Hyundai Santa Fe	23 mpg
		Chevy Traverse	24 mpg
		GMC Terrain	23 mpg
Minivan	Class R	Dodge Grand Caravan	20 mpg
		Toyota Sienna	21 mpg
		Chrysler Town and Country	20 mpg
Pickup Truck	Class S	Chevy Colorado	21 mpg
		Ford 150	18 mpg
		Chevy Silverado	21 mpg

SECONDARY REQUIRED VEHICLES CLASSES			
VEHICLE TYPE	HERTZ CAR CLASSIFICATION	HERTZ MODELS	MANUFACTURER MPG
Compact SUV	Class Q4 (Hertz Labeled as Mid-Size SUV)	Chevy Captiva	23 mpg
		Jeep Compass	24 mpg
		Ford Escape	23 mpg
		Toyota RAV 4	24 mpg
Large SUV	Class T	Nissan Armada	15 mpg
		Ford Expedition	16 mpg
		Chevy Tahoe	17 mpg
		Chevy Suburban	17 mpg
		GMC Yukon	17 mpg
Large Passenger Van	Class M	Ford Clubwagon	14 mpg
		Chevy Express	15 mpg
		GMC Savana	14 mpg
Hybrid Mid-Size Sedan	Class E6	Toyota Prius	42 mpg

A complete list of Hertz locations nationwide can be found on www.hertz.com

LOCATION NAME	DESCRIPTION	ADDRESS	CITY	PHONE	CORP/LIC	HOURS OF OPERATION
Augusta Airport	Hertz Local Edition	4800 West Beech Drive	Augusta	316-733-1327	Corporate	Mon - Sun 0700-1900
Leavenworth Bonner Springs	Hertz Local Edition	399 North 130th	Bonner Springs	913-962-1226	Corporate	Mon - Fri 0900-1700, Sat 0900-1200, Sun Closed
Tallman Auto and Body	Hertz Local Edition	13910 State Avenue	Bonner Springs	913-962-1226	Corporate	Mon - Fri 0800-1700, Sat - Sun Closed
Concordia	Hertz Local Edition	1510 East 6th Street	Concordia	785-243-1220	Corporate	Mon - Fri 0800-1700, Sat 0800-1200, Sun Closed
Derby Auto Masters	Hertz Local Edition	910 Nelson Drive	Derby	316-788-1181	Corporate	Mon - Fri 0730-1730, Sat - Sun Closed
Williams Automotive		3105 West 6th Street	Emporia	620-343-0086	Corporate	Mon - Fri 0800-1700, Sat - Sun Closed
Garden City Downtown		1404 East Fulton Street	Garden City	620-276-6884	Licensee	Mon - Fri 0730-1630, Sat - Sun Closed
Hays HLE	Hertz Local Edition	1204 Vine Street	Hays	785-623-4116	Corporate	Mon - Fri 0700-1800, Sat - Sun Closed
Hays Regional Airport		3950 East 8th Street	Hays	785-623-4116	Corporate	Mon - Fri 0730-1730, Sat - Sun Closed
Lawrence HLE	Hertz Local Edition	946 East 23rd Street	Lawrence	785-842-6397	Corporate	Mon - Fri 0700-1730, Sat 0900-1200, Sun Closed
Crystal Carstar	Hertz Local Edition	13750 West 108th Street	Lenexa	913-696-0003	Corporate	Mon - Fri 0800-1730, Sat 0900-1200, Sun Closed
Louisburg Auto Body	Hertz Local Edition	301 South Metcalf	Louisburg	913-381-5519	Corporate	Mon - Fri 0800-1800, Sat 0930-1200, Sun Closed
Manhattan Airport	Hertz Local Edition	5500 Fort Riley Blvd, Ste 108	Manhattan	785-539-0261 Mike Morris, Bus. Mgr.	Corporate	Mon - Fri 0700-2200, Sat - Sun 1100-1700 & 2100-2200
Dave's Body Shop	Hertz Local Edition	742 Pony Express Hwy	Marysville	785-562-2338	Corporate	Mon - Fri 0800-1700, Sat - Sun Closed

Newton Downtown	Hertz Local Edition	130 East 4th	Newton	316-283-0789	Corporate	Mon - Fri 0800-1800, Sat 0900-1300, Sun Closed Call to Schedule Pickup/Dropoff
Olathe HLE	Hertz Local Edition	1904 East Santa Fe Drive	Olathe	913-390-6114	Corporate	Mon - Fri 0700-1800, Sat 0900-1200, Sun Closed Call to Schedule Pickup/Dropoff
Overland Park North	Hertz Local Edition	8130 Metcalf Avenue	Overland Park	913-341-1782	Corporate	Mon - Fri 0700-1800, Sat 0900-1200, Sun Closed
Overland Park South	Hertz Local Edition	7271 West 105th	Overland Park	913-341-5519	Corporate	Mon - Fri 0700-1800, Sat 0900-1200, Sun Closed
Salina Airport	Hertz Local Edition	3230 Arnold Drive	Salina	785-827-7237	Corporate	Mon - Fri 0730-1800, Sat 0900-1200, Sun Closed
Shawnee HLE	Hertz Local Edition	6001 Nieman Road	Shawnee	913-962-1226	Corporate	Mon - Fri 0700-1800, Sat 0900-1200, Sun Closed
Carstar HLE	Hertz Local Edition	7235 West 162nd Street	Stilwell	913-390-6114	Corporate	Mon - Fri 0800-1700, Sat - Sun Closed
Marks Auto Body		304 Ridge	Tonganoxie	913-369-0900	Corporate	Mon - Fri 0800-1730, Sat - Sun Closed
Topeka HLE	Hertz Local Edition	2861 South Kansas Avenue	Topeka	785-267-4468	Licensee	Mon - Fri 0730-1730, Sat 0800-1300, Sun Closed
Downtown Wichita	Hertz Local Edition	535 West Douglas Avenue	Wichita	316-263-2004	Corporate	Mon - Fri 0700-1800, Sat - Sun Closed
East Wichita	Hertz Local Edition	550 North Webb Road	Wichita	316-689-3773	Corporate	Mon - Fri 0700-1830, Sat 0800-1200, Sun 1300-1600
Mid Continent Airport		1835 Midfield Road	Wichita	316-946-4860	Corporate	Mon - Fri 0600-0030, Sat 0800-2000, Sun 0800-0030
Central Motor Pool	Pending Open Date	400 S Van Buren	Topeka	TBD	Licensee	Mon 0600-1800, Tue - Fri 0730-1800, Sat - Sun Closed

RENTAL AGREEMENT TERMS AND CONDITIONS

RAC--SECONDARY GENERIC GN1900005 Revised Aug 2009

THESE TERMS AND CONDITIONS, THE RENTAL RECORD SIGNED BY YOU AND ANY OTHER DOCUMENTS WHICH YOU ARE REQUIRED TO SIGN WHEN YOU RENT THE CAR, TOGETHER CONSTITUTE THE AGREEMENT ("THIS AGREEMENT") FOR THE RENTAL OF THE VEHICLE IDENTIFIED ON THE RENTAL RECORD, INCLUDING ALL OF ITS PARTS ("CAR"). THIS AGREEMENT IS BETWEEN YOU AND THE HERTZ COMPANY WHICH IS IDENTIFIED ON THE RENTAL RECORD ("HERTZ").

1. NATURE OF THIS AGREEMENT

You are obtaining solely a bailment that allows You to use the Car as permitted by this Agreement. You acknowledge that the Car is owned by Hertz. No one other than Hertz may transfer the Car or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Car by anyone other than Hertz is void. Neither You nor any Authorized Operators are agents of Hertz. No one may service or repair the Car without Hertz's prior express approval. HERTZ MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CAR IS FIT FOR ANY PARTICULAR PURPOSE.

2. WHO MAY OPERATE THE CAR

Only You and the following persons, with Your permission ("Authorized Operators"), may operate the Car: (a) For rentals commencing in the states of Iowa, your spouse and Your employer, employees and fellow employees incidental to their business duties; (b) for rentals ("Replacement Rentals") which are designated as replacement rentals on the Rental Record, any person specifically named as an insured on Your automobile policy; and (c) for rentals other than Replacement Rentals, any other person who meets Hertz's qualifications and who signs an Additional Authorized Operator form at the time of rental or who is authorized under Your Hertz CDP number, if any, shown on the Rental Record. All Authorized Operators must be at least 25 years old and must have a valid driver's license from a jurisdiction acceptable to Hertz, except that persons operating the Car pursuant to clause (b) above need only be at least 21 years old. Except to the extent necessary for valet parking or in an emergency as permitted by law, no other persons are permitted to operate the Car; for purpose hereof, an "emergency" shall mean urgent circumstances which, under the laws of the jurisdiction in which the alleged emergency occurred, would justify the operation of an automobile by an unlicensed driver. With respect to persons who must sign an Additional Authorized Operator Form, other qualifications may, at Hertz's discretion, be in effect at the time and place of rental and, where permitted by law, Hertz may impose an additional fee for such persons. By operating the Car (whether or not an Additional Authorized Operator form is completed), an Authorized Operator will be deemed jointly and severally responsible for Your obligations under this Agreement related to the Car, as well as for any obligations that this Agreement directly imposes on an Authorized Operator of the Car (for example: the obligations contained in Paragraphs 9 and 10(c)).

3. RETURN

ORDINARY WEAR DUE TO REASONABLE USE EXCEPTED, YOU MUST RETURN THE CAR TO HERTZ IN THE SAME CONDITION IT IS IN WHEN YOU RECEIVE IT. YOU MUST RETURN THE CAR TO HERTZ BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, OR SOONER IF DEMANDED BY HERTZ. IN NO EVENT MAY YOU KEEP THE CAR FOR MORE THAN THIRTY (30) DAYS (IN NEW JERSEY, OHIO AND SOUTH DAKOTA, 28 DAYS), UNLESS AUTHORIZED IN WRITING BY HERTZ. THE CAR WILL REMAIN SUBJECT TO THESE TERMS AND CONDITIONS UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT; IF YOU RETURN THE CAR AFTER HOURS, (A) YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE CAR UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT ON THE NEXT DAY THAT THE RETURN LOCATION IS OPEN FOR BUSINESS AND (B) TIME CHARGES, CHARGES FOR LDW, PAI/PEC AND LIS, AND ANY CHARGES FOR ADDITIONAL SERVICES OR OTHER CHARGES WHICH ARE STATED ON THE RENTAL RECORD AS A PERIODIC RATE, MAY CONTINUE TO ACCRUE UNTIL THE RETURN LOCATION REOPENS FOR BUSINESS. IF YOU DO NOT RETURN THE CAR WHEN REQUIRED BY THIS AGREEMENT, THEN AFTER HERTZ SENDS YOU A WRITTEN DEMAND TO RETURN IT, SENT TO YOUR ADDRESS SHOWN ON THE RENTAL RECORD OR OTHERWISE PROVIDED TO HERTZ, HERTZ MAY, AT YOUR EXPENSE, RECOVER THE CAR WHERE AND WHEN IT IS FOUND. IF THE CAR IS FOUND ILLEGALLY PARKED OR APPARENTLY ABANDONED, OR IF THE CAR IS USED OR OBTAINED AS PROHIBITED UNDER PARAGRAPH 5, THEN HERTZ MAY RECOVER THE CAR WITHOUT DEMAND. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO A HEARING OR TO RECEIVE ANY NOTICE OR LEGAL PROCESS AS A PRE-CONDITION FOR HERTZ RECOVERING THE CAR. UPON RETURN, IF THE CAR REQUIRES MORE THAN HERTZ' STANDARD CLEANING OR THERE IS EVIDENCE OF SMOKING IN A NON-SMOKING VEHICLE, HERTZ MAY CHARGE YOU AN ADDITIONAL FEE TO HAVE THE CAR CLEANED.

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

- a. **EXCEPT AS STATED BELOW, YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE CAR RESULTING FROM ANY CAUSE INCLUDING BUT NOT LIMITED TO COLLISION, ROLLOVER, THEFT, VANDALISM, SEIZURE, FIRE, FLOOD, HAIL OR OTHER ACTS OF NATURE**

OR GOD REGARDLESS OF FAULT.

- b. EXCEPT AS STATED BELOW, YOUR RESPONSIBILITY WILL NOT EXCEED THE GREATER OF THE RETAIL FAIR MARKET VALUE OF THE CAR OR ITS MANUFACTURER BUYBACK PROGRAM VALUE AT THE TIME THE CAR IS LOST OR DAMAGED, LESS ITS SALVAGE VALUE, PLUS ACTUAL TOWING, STORAGE AND IMPOUND FEES, AN ADMINISTRATIVE CHARGE AND A REASONABLE CHARGE FOR LOSS OF USE. AS MORE GENERALLY PROVIDED IN PARAGRAPH 6, HERTZ MAY, WHERE PERMITTED UNDER APPLICABLE LAW, PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS AGAINST YOUR CREDIT CARD FOR THESE LOSSES, COSTS AND CHARGES, TOGETHER WITH ANY OTHER APPLICABLE CHARGES, AT OR FOLLOWING THE COMPLETION OF THE RENTAL**
- c. YOUR RESPONSIBILITY FOR DAMAGE DUE TO THEFT OR OTHERWISE IS LIMITED BY LAW IN CERTAIN JURISDICTIONS. THE FOLLOWING LIMITATIONS EXIST.**
- 1) FOR RENTALS COMMENCING IN ILLINOIS, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE DUE TO CAUSES OTHER THAN THEFT WILL NOT EXCEED \$14,500 THROUGH MAY 31, 2010, WHICH LIMIT WILL INCREASE BY \$500 PER YEAR STARTING JUNE 1, 2010; AND YOUR RESPONSIBILITY FOR THEFT WILL NOT EXCEED \$2,000 UNLESS IT IS ESTABLISHED THAT YOU OR AN AUTHORIZED OPERATOR FAILED TO EXERCISE ORDINARY CARE WHILE IN POSSESSION OF THE CAR OR COMMITTED OR AIDED IN THE COMMISSION OF THE THEFT.**
 - 2) FOR RENTALS COMMENCING IN INDIANA, YOU WILL BE RESPONSIBLE FOR NO MORE THAN (1) LOSS OR DAMAGE TO THE CAR UP TO ITS FAIR MARKET VALUE RESULTING FROM COLLISION, THEFT OR VANDALISM, (2) LOSS OF USE OF THE CAR, IF YOU ARE LIABLE FOR DAMAGE, (3) ACTUAL CHARGES FOR TOWING, STORAGE AND IMPOUND FEES PAID BY HERTZ, IF YOU ARE LIABLE FOR DAMAGE, AND (4) AN ADMINISTRATIVE CHARGE.**
 - 3) FOR RENTALS COMMENCING IN NEVADA, (A) YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR WILL NOT EXCEED THE FAIR MARKET VALUE OF THE CAR AT THE TIME THE CAR IS LOST OR DAMAGED PLUS ACTUAL TOWING, STORAGE AND IMPOUND FEES, AN ADMINISTRATIVE CHARGE AND A REASONABLE CHARGE FOR LOSS OF USE; (B) YOUR RESPONSIBILITY FOR DAMAGE TO THE CAR AND LOSS OF USE OF THE CAR RESULTING FROM VANDALISM NOT RELATED TO THE THEFT OF THE CAR AND NOT CAUSED BY YOU WILL NOT EXCEED \$2,500; AND (C) YOU ARE NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THEFT OR VANDALISM RELATED TO THE THEFT IF YOU HAVE POSSESSION OF THE IGNITION KEY OR YOU ESTABLISH THAT THE IGNITION KEY WAS NOT IN THE CAR AT THE TIME OF THE THEFT, YOU FILE AN OFFICIAL REPORT OF THE THEFT WITH THE POLICE WITHIN 24 HOURS OF LEARNING OF THE THEFT AND YOU COOPERATE WITH HERTZ AND THE POLICE IN PROVIDING INFORMATION REGARDING THE THEFT, AND NEITHER YOU NOR AN AUTHORIZED OPERATOR COMMITTED OR AIDED AND ABETTED THE COMMISSION OF THE THEFT.**
 - 4) FOR RENTALS COMMENCING IN WISCONSIN, (A) YOU ARE NOT RESPONSIBLE FOR ANY DAMAGE TO THE CAR OTHER THAN DAMAGE (x) RESULTING FROM AN ACCIDENT OCCURRING WHILE THE CAR IS OPERATED BY YOU OR AN AUTHORIZED OPERATOR OR (y) CAUSED INTENTIONALLY BY, OR BY THE RECKLESS OR WANTON MISCONDUCT OF, YOU OR AN AUTHORIZED OPERATOR; AND (B) YOUR RESPONSIBILITY WILL NOT EXCEED THE FAIR MARKET VALUE OF THE CAR IMMEDIATELY BEFORE THE DAMAGE OCCURS, LESS ITS SALVAGE VALUE, PLUS ACTUAL TOWING FEES AND STORAGE FEES FOR NO MORE THAN 2 DAYS.**

YOUR RESPONSIBILITY MAY ALSO BE LIMITED IN OTHER JURISDICTIONS.

- d. IF YOU HAVE ACCEPTED THE OPTIONAL LOSS DAMAGE WAIVER (“LDW”) , WHICH IS NOT INSURANCE, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e). IF YOU HAVE ACCEPTED THE OPTIONAL PARTIAL DAMAGE WAIVER (“PDW”), WHICH IS NOT INSURANCE AND WHICH IS NOT**

AVAILABLE FOR ALL RENTALS, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e), UP TO AN AMOUNT EQUAL TO THE LESSER OF \$1,000 AND ANY DEDUCTIBLE UNDER YOUR OWN AUTOMOBILE INSURANCE THAT APPLIES TO THE DAMAGE SUSTAINED BY THE CAR. IF YOU ACCEPT PDW, YOUR INSURER WILL BE BILLED FOR THE FULL AMOUNT OF THE LOSS; ONLY THE APPLICABLE DEDUCTIBLE UNDER YOUR POLICY (UP TO \$1,000) IS WAIVED AFTER THE LOSS IS PAID. PDW IS NOT AVAILABLE IN NEVADA AND TEXAS. IN THOSE STATES WHERE THE SALE OF DAMAGE WAIVERS IS REGULATED OR PROHIBITED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR.

PURCHASE OF LDW OR PDW, WHICH ENTAILS AN ADDITIONAL CHARGE, IS NOT REQUIRED IN ORDER TO RENT A CAR AND MAY BE DECLINED. YOUR OWN INSURANCE (OR THAT OF AN AUTHORIZED OPERATOR) MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY (OR THAT OF THE AUTHORIZED OPERATOR) FOR LOSS OF OR DAMAGE TO THE CAR. BEFORE DECIDING WHETHER TO PURCHASE LDW OR PDW, YOU ARE ADVISED TO CONSULT WITH YOUR INSURER AND/OR EXAMINE YOUR AUTOMOBILE INSURANCE POLICY AND THAT OF ANY AUTHORIZED OPERATOR TO DETERMINE WHETHER THE POLICY AFFORDS COVERAGE FOR LOSS OF OR DAMAGE TO A RENTED VEHICLE, AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE, INCLUDING THE AMOUNT OF THE DEDUCTIBLE AND ANY OTHER LIMITATIONS AND EXCESSES. YOU ARE ALSO ADVISED TO DETERMINE WHETHER SUCH COVERAGE IS PROVIDED UNDER THE AGREEMENT REGARDING THE CREDIT CARD WHICH IS USED TO PAY FOR THE RENTAL OR FROM ANY OTHER SOURCE AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE.

- e. USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5 WILL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, VOID LDW AND PDW AND CAUSE YOU TO BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THAT PROHIBITED USE.

FOR RENTALS COMMENCING IN NEVADA, THOUGH, IF YOU HAVE ACCEPTED LDW OR PDW, THEN YOUR LDW OR PDW WILL BE VOID ONLY IN THE FOLLOWING CIRCUMSTANCES: (i) DAMAGE OR LOSS RESULTING FROM (A) THE INTENTIONAL, WILLFUL, WANTON OR RECKLESS CONDUCT OF YOU OR AN AUTHORIZED OPERATOR, (B) OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAWS OF THE STATE IN WHICH THE LOSS OR DAMAGE OCCURS (IN NEVADA, THE APPLICABLE LAW IS SECTION 484.379 OF THE NEVADA REVISED STATUTES), (C) YOU OR AN AUTHORIZED OPERATOR USING THE CAR TO TOW OR PUSH ANYTHING, OR (D) OPERATION OF THE CAR BY YOU OR AN AUTHORIZED OPERATOR ON AN UNPAVED ROAD IF THE DAMAGE OR LOSS IS A DIRECT RESULT OF THE ROAD OR DRIVING CONDITIONS; (ii) DAMAGE OR LOSS OCCURRING WHEN THE CAR IS (A) USED FOR HIRE, (B) USED IN CONNECTION WITH CONDUCT THAT CONSTITUTES A FELONY, (C) INVOLVED IN A SPEED TEST OR CONTEST OR IN DRIVER TRAINING ACTIVITY, (D) OPERATED BY A PERSON OTHER THAN YOU OR AN AUTHORIZED OPERATOR, OR (E) OPERATED OUTSIDE OF THE UNITED STATES OR CANADA, UNLESS YOU HAVE FIRST OBTAINED SPECIFIC WRITTEN PERMISSION TO DO SO FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD IN HERTZ'S SOLE DISCRETION; OR (iii) IF THE CAR WAS RENTED AS A RESULT OF FRAUDULENT INFORMATION PROVIDED TO HERTZ BY YOU OR AN AUTHORIZED OPERATOR, OR AS A RESULT OF FALSE INFORMATION PROVIDED TO HERTZ BY YOU OR AN AUTHORIZED OPERATOR IF HERTZ WOULD NOT HAVE RENTED THE CAR IF IT HAD RECEIVED TRUE INFORMATION OR IF THE THEFT WAS COMMITTED BY YOU OR AN AUTHORIZED OPERATOR OR YOU OR AN AUTHORIZED OPERATOR AIDED ANOTHER PERSON IN THE THEFT. A THEFT IS PRESUMED TO HAVE BEEN COMMITTED BY A PERSON OTHER THAN YOU OR AN AUTHORIZED OPERATOR IF YOU HAVE POSSESSION OF THE KEY OR ESTABLISH THAT THE KEY WAS NOT IN THE CAR AT THE TIME OF THE THEFT AND YOU FILE AN OFFICIAL REPORT WITH THE POLICE WITHIN 24 HOURS OF LEARNING OF THE THEFT AND COOPERATE WITH HERTZ AND THE POLICE IN PROVIDING INFORMATION REGARDING THE THEFT. HERTZ MAY REBUT THE PRESUMPTION STATED ABOVE BY ESTABLISHING THAT YOU OR AN AUTHORIZED OPERATOR COMMITTED OR AIDED ANOTHER PERSON IN THE THEFT.

FOR RENTALS COMMENCING IN INDIANA, IOWA AND RHODE ISLAND, THE CIRCUMSTANCES UNDER WHICH LDW/PDW WILL NOT RELIEVE YOU OF YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR APPEAR ON THE RENTAL RECORD.

FOR RENTALS COMMENCING IN WISCONSIN, THE CIRCUMSTANCES UNDER WHICH LDW/PDW WILL NOT RELIEVE YOU OF YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR APPEAR ON A SEPARATE LOSS DAMAGE WAIVER DISCLOSURE FORM WHICH WILL BE GIVEN TO YOU AT THE COMMENCEMENT OF THE RENTAL.

- f. **YOU GRANT HERTZ A LIMITED POWER OF ATTORNEY TO PRESENT CLAIMS FOR DAMAGE TO OR LOSS OF THE CAR TO YOUR INSURANCE CARRIER.**

5. PROHIBITED USE OF THE CAR

NEITHER YOU NOR ANY AUTHORIZED OPERATOR MAY:

- a. **PERMIT THE USE OF THE CAR BY ANYONE OTHER THAN YOU OR AN AUTHORIZED OPERATOR;**
- b. **INTENTIONALLY DESTROY, DAMAGE OR AID IN THE THEFT OF THE CAR;**
- c. **TAKE OR ATTEMPT TO TAKE THE CAR INTO MEXICO OR TO ANYWHERE ELSE OUTSIDE OF THE UNITED STATES OR CANADA, EXCEPT AS EXPRESSLY PERMITTED UNDER THIS AGREEMENT;**
- d. **ENGAGE IN ANY WILLFUL OR WANTON MISCONDUCT, WHICH, AMONG OTHER THINGS, MAY INCLUDE RECKLESS CONDUCT SUCH AS: THE FAILURE TO USE SEAT BELTS, THE FAILURE TO USE CHILD SEATS OR OTHER CHILD RESTRAINTS WHERE LEGALLY REQUIRED, USE WHEN OVERLOADED, USE OFF PAVED ROADS OR ON ROADS WHICH ARE NOT REGULARLY MAINTAINED, LEAVING THE CAR AND FAILING TO REMOVE THE KEYS, OR FAILING TO CLOSE AND LOCK ALL DOORS, CAR WINDOWS OR THE TRUNK;**
- e. **USE OR PERMIT THE USE OF THE CAR BY ANYONE:**
 - 1) **WHILE LEGALLY INTOXICATED OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR OTHER ABSORBED ELEMENTS WHICH MAY ADVERSELY AFFECT A PERSON'S ABILITY TO DRIVE SAFELY;**
 - 2) **FOR ANY PURPOSE THAT COULD PROPERLY BE CHARGED AS A CRIME, SUCH AS THE ILLEGAL TRANSPORTATION OF PERSONS, DRUGS OR CONTRABAND;**
 - 3) **TO TOW OR PUSH ANYTHING UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY HERTZ TO TOW**
 - 4) **IN A SPEED TEST, SPEED CONTEST, RACE, RALLY, SPEED ENDURANCE CONTEST OR DEMONSTRATION;**
 - 5) **IN DRIVER TRAINING ACTIVITY;**
 - 6) **TO CARRY PERSONS OR PROPERTY FOR HIRE (I.E., FOR A CHARGE OR FEE);**
 - 7) **IF THE CAR HAS BEEN OBTAINED FROM HERTZ BY FRAUD OR MISREPRESENTATION; OR**
 - 8) **TO CARRY HAZARDOUS MATERIALS (OTHER THAN CUSTOMARY QUANTITIES OF MATERIALS USED IN THE OPERATION OF THE CAR THAT ARE STORED WITHIN THE CONTAINERS PROVIDED FOR THEM), EXPLOSIVES, BIOLOGICALLY ACTIVE MATERIALS THAT ARE HAZARDOUS TO HUMAN HEALTH OR RADIOACTIVE MATERIAL INCLUDING, BUT NOT LIMITED TO, ANY BIOLOGICALLY ACTIVE OR RADIOACTIVE MATERIAL FOR RESEARCH, EDUCATION, DEVELOPMENT OR INDUSTRIAL PURPOSES, OR FOR PURPOSES INCIDENTAL THERETO;**
- f. **FOR RENTALS IN HAWAII, TAKE OR ATTEMPT TO TAKE THE CAR OFF THE ISLANDS OF HAWAII;**
- g. **ANY USE OF THE CAR IN A MANNER PROHIBITED ABOVE:**
 - i. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, WILL CAUSE YOU TO LOSE THE BENEFIT OF ANY LIMITATION ON YOUR LIABILITY FOR LOSS OF OR DAMAGE TO THE CAR, EVEN IF YOU HAVE ACCEPTED LDW OR PDW;**

- ii. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, WILL CAUSE YOU TO LOSE THE BENEFIT OF ALL PERSONAL ACCIDENT INSURANCE (“PAP”) AND PERSONAL EFFECTS COVERAGE (“PEC”), LIABILITY INSURANCE SUPPLEMENT (“LIS”) COVERAGE AND LIABILITY PROTECTION PROVIDED BY HERTZ UNDER THIS AGREEMENT; AND**
- iii. **WILL CONSTITUTE A BREACH OF THIS AGREEMENT, MAKING YOU RESPONSIBLE, TO THE FULLEST EXTENT PERMITTED BY LAW, FOR THE ACTUAL AND CONSEQUENTIAL DAMAGES TO HERTZ CAUSED BY THE BREACH, TOGETHER WITH HERTZ’S RELATED COSTS AND ATTORNEYS’ FEES.**

6. PAYMENT OF CHARGES

You and any person, corporation or other entity to whom, with Hertz's consent, You expressly direct the charges in any way incurred under this Agreement ("Charges") to be billed, are jointly and severally responsible for payment of all Charges. If You direct Charges to be billed to any person, corporation or other entity, You represent that You are authorized to do so. Charges not paid on time as required by this Agreement may be subject to a late payment fee. You may also be charged a fee for any check used for payment of Charges that is returned to Hertz unpaid or for any credit, charge, debit/check or stored value/prepaid/gift card charges which are not honored by the card issuer. Payment for all Charges is due at the completion of the rental in cash or by a credit card, charge card, debit/check card or other device acceptable to Hertz; however, special rules may apply for rentals which are paid for with prepaid vouchers or coupons--see below. You may be required to present a credit, charge or debit/check card at the commencement of the rental and to agree to permit Hertz to bill Charges to that card. Stored value/prepaid/gift cards are not, and debit/check cards may not be, acceptable to qualify for rental, but both types of cards may be used for payment at return. Charges not known to Hertz at the completion of the rental are payable by You, or by the person, corporation or other entity to whom such Charges are to be billed, immediately upon receipt of an invoice therefore or by billing to the credit, charge or debit/check card presented at the time of rental, even if cash, another credit, charge or debit/check card, or a stored value/prepaid/gift card, was used to pay for charges at the completion of the rental. The payment of Charges by use of a credit, charge, debit/check or stored value/prepaid/gift card is governed by the terms of Your agreement with the card issuer. IF YOU PRESENT A CREDIT, CHARGE CARD OR DEBIT/CHECK CARD AT THE COMMENCEMENT OF THE RENTAL, YOU AUTHORIZE HERTZ TO RESERVE CREDIT WITH, OR OBTAIN AUTHORIZATION FROM, THE CARD ISSUER AT THE TIME OF RENTAL IN AN AMOUNT THAT IS UP TO \$200 GREATER THAN THE ESTIMATED CHARGES EXCLUSIVE OF ANY APPLICABLE DISCOUNTS OR PROMOTIONS THAT ARE APPLIED AT TIME OF RETURN. IF YOU USE A DEBIT/CHECK CARD TO QUALIFY FOR A RENTAL, HERTZ WILL NOT BE LIABLE FOR OVERDRAFT CHARGES, OR FOR ANY OTHER LOSSES OR LIABILITIES WHICH YOU MAY INCUR, IN THE EVENT THAT YOU OVERDRAW YOUR ACCOUNT AFTER HERTZ RECEIVES THIS AUTHORIZATION. IF THE AUTHORIZATION OBTAINED AT THE COMMENCEMENT OF THE RENTAL EXCEEDS THE ACTUAL CHARGES INCURRED IN CONNECTION WITH THE RENTAL, THERE MAY BE A DELAY BETWEEN THE TIME THAT THE CHARGES ARE RECEIVED BY YOUR CARD ISSUER AND THE TIME THAT THE CARD ISSUER RELEASE THE EXCESS. HERTZ WILL PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS FOR ALL ACTUAL CHARGES AT OR FOLLOWING THE COMPLETION OF THE RENTAL. Hertz may audit all Charges. If any errors are found, You will pay the corrected Charges. If payment was by credit, charge, debit/check or stored value/prepaid/gift card, You authorize Hertz to correct the Charges with the card issuer. Hertz will notify You of any correction.

Hertz may from time to time issue prepaid vouchers or coupons represented either by documents or by entries in Hertz’s records ("Vouchers") which may be used to pay rental charges subject to the terms and conditions of the Vouchers. Vouchers must be submitted at the time that the rental commences. Persons who pay by voucher may be required to pay the amount by which the estimated charges for the rental exceed the value of the Voucher at the commencement of the rental.

7. COMPUTATION OF CHARGES

- a. TIME CHARGES are computed at the rates specified on the Rental Record for days, weeks, months, extra hours and extra days (including days in excess of any longer specified time period). THE MINIMUM RENTAL CHARGE IS FOR ONE RENTAL DAY. RENTAL DAYS CONSIST OF CONSECUTIVE 24-HOUR PERIODS STARTING AT THE TIME THE RENTAL BEGINS, OR ANY PORTION OF A CALENDAR DAY, AS NOTED ON THE RENTAL RECORD. The extra hours rate shown on the Rental Record is charged for each full or partial hour in excess of a rental day until such extra hours' charges equal the daily rate specified on the Rental Record for an extra day. As stated in Paragraph 3, if the Car is returned after hours, charges may continue to accrue until the return location reopens for business. IF YOU FAIL TO COMPLY WITH ANY CONDITIONS SPECIFIED ON THE RENTAL RECORD APPLICABLE TO SPECIAL RATES, HERTZ'S OTHERWISE APPLICABLE RENTAL RATES WILL BE CHARGED.

- b. MILEAGE CHARGES, including those for extra miles, if any, are based on the per mile rate specified on the Rental Record. The number of miles driven is determined by subtracting the Car's odometer reading at the beginning of the rental from the reading when the Car is returned, excluding tenths of miles. The per mile rate is then multiplied by the number of miles driven or, in the case of extra miles, by the number of miles driven in excess of the number of miles allowed, as specified on the Rental Record. The result is the Mileage Charge.
- c. A SERVICE CHARGE may be applied if You return the Car to any location other than the location from which it is rented.
- d. LDW, PDW, PAI/PEC and LIS CHARGES, if applicable, are due and payable in full for each full or partial rental day, at the rates specified on the Rental Record.
- e. TAXES, TAX REIMBURSEMENTS, VEHICLE LICENSING FEES, AIRPORT AND/OR HOTEL RELATED FEES AND FEE RECOVERIES, GOVERNMENTAL OR OTHER SURCHARGES AND SIMILAR FEES are charged/recovered as and where required or permitted by applicable law.
- f. RECOVERY EXPENSE consists of all costs of any kind incurred by Hertz in recovering the Car either under this Agreement, or if it is seized by governmental authorities as a result of its use by You, any Authorized Operator or any other operator with Your, his or her permission, including, but not limited to, all attorneys' fees, court costs, and an Administrative Fee.
- g. COLLECTION EXPENSE consists of all costs of any kind incurred by Hertz in collecting Charges from You or the person, corporation or other entity to whom they are billed, including but not limited to all attorneys' fees and court costs.
- h. LATE PAYMENT FEES may be applied to any balance due for Charges that are not paid within 30 days of Hertz's mailing an invoice for such Charges to You or the person, corporation or other entity to whom they are to be billed. Such invoice may be mailed either to Your or their address specified at time of rental, or Your or their billing address on file with Hertz.
- i. FINES AND OTHER EXPENSES include, but are not limited to, fines, penalties, attorneys' fees and court costs assessed against or paid by Hertz resulting from the use of the Car by You, any Authorized Operator or any other operator with Your, his or her permission.
- j. CHARGES FOR ADDITIONAL SERVICES, such as Hertz NeverLost® In-Car Navigation System and infant and toddler car seats, if applicable, will be charged at the applicable rates specified on the Rental Record. Charges for additional services, if stated on the Rental Record as a daily rate, are due and payable for each full or partial rental day.
- k. ANY OTHER CHARGES specified on the Rental Record will be charged at the applicable rates specified on the Rental Record. Any such charges which are stated on the Rental Record as a daily rate shall be due and payable for each full or partial rental day.
- l. Charges will continue to accrue until the Car is returned to Hertz or, if the Car has been stolen, until You report the theft both to the police in the jurisdiction in which the theft occurs and to Hertz.

8. REFUELING OPTIONS

Most Hertz rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

- (1) IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Hertz a charge for fuel.
- (2) IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable per-mile or per-gallon rate specified on the Rental Record.
 - (a) The per-mile rate is used if You do not buy fuel during the rental. To calculate this amount, Hertz multiplies the number of miles driven, as shown on the car's odometer, times the per-mile rate shown on the Rental Record.

- (b) The per-gallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Hertz multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

- (3) IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following cases:
- (a) For rentals in Hawaii, if You return the Car with a full tank of fuel, You will receive a credit for the amount previously charged for the purchase of fuel from Hertz.
- (b) For rentals other than Replacement Rentals, if You drive the Car 100 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged for the fuel used at the per-mile rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a) OR (b) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.

9. RESPONSIBILITY FOR PROPERTY

YOU AGREE THAT HERTZ IS NOT RESPONSIBLE TO YOU, ANY AUTHORIZED OPERATORS OR ANYONE ELSE FOR ANY LOSS OF OR DAMAGE TO YOUR OR THEIR PERSONAL PROPERTY CAUSED BY YOUR OR THEIR ACTS OR OMISSIONS, THOSE OF ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY HERTZ'S NEGLIGENCE. YOU AND ANY AUTHORIZED OPERATORS HEREBY WAIVE ANY CLAIM AGAINST HERTZ, ITS AGENTS, EMPLOYEES OR AFFILIATES, FOR LOSS OF OR DAMAGE TO YOUR OR ANYONE ELSE'S PERSONAL PROPERTY, WHICH INCLUDES, WITHOUT LIMITATION, PROPERTY LEFT IN ANY HERTZ VEHICLE OR BROUGHT ON HERTZ'S PREMISES, CAUSED BY YOU OR ANY AUTHORIZED OPERATOR, BY ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY HERTZ'S NEGLIGENCE WHETHER IN WHOLE OR IN PART. YOU AND ANY AUTHORIZED OPERATORS AGREE TO INDEMNIFY AND HOLD HERTZ HARMLESS FROM ANY CLAIM AGAINST HERTZ FOR LOSS OF OR DAMAGE TO PERSONAL PROPERTY THAT IS CONNECTED WITH ANY RENTAL UNDER THIS AGREEMENT.

10. LIABILITY PROTECTION

THE FOLLOWING SUBPARAGRAPH (a) APPLIES IF THE PROVISIONS OF YOUR CDP NUMBER OR RATE PLAN SHOWN ON THE RENTAL RECORD, IF ANY, OR, IN THE CASE OF A REPLACEMENT RENTAL, THE APPLICABLE CONTRACT, IF ANY, BETWEEN HERTZ AND THE AUTOMOBILE INSURER WHICH IS RESPONSIBLE FOR DAMAGE TO OR LOSS OF YOUR VEHICLE (A "RESPONSIBLE INSURER"), INCLUDE THE EXTENSION BY HERTZ OF LIABILITY PROTECTION.

- a. WITHIN THE LIMITS STATED IN THIS SUBPARAGRAPH, HERTZ WILL INDEMNIFY, HOLD HARMLESS, AND DEFEND YOU AND ANY OTHER AUTHORIZED OPERATORS FROM AND AGAINST LIABILITY TO THIRD PARTIES, WHICH BY DEFINITION EXCLUDES ANY OF YOUR OR ANY AUTHORIZED OPERATOR'S FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM, FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE, IF THE ACCIDENT RESULTS FROM THE USE OF THE CAR AS PERMITTED BY THIS AGREEMENT. THE LIMITS OF THIS PROTECTION, INCLUDING OWNER'S LIABILITY, ARE THE SAME AS THE MINIMUM LIMITS REQUIRED BY THE AUTOMOBILE FINANCIAL RESPONSIBILITY LAW OF THE JURISDICTION IN WHICH THE ACCIDENT OCCURS, UNLESS HIGHER LIMITS APPLY FOR THE CDP NUMBER OR RATE PLAN SHOWN ON THE RENTAL RECORD, IF ANY, OR, IN THE CASE OF A REPLACEMENT RENTAL, THE APPLICABLE CONTRACT BETWEEN HERTZ AND THE RESPONSIBLE INSURER, IF ANY. THESE LIMITS MAY NOT BE ADEQUATE TO FULLY COVER YOUR LIABILITY IN

THE EVENT THAT YOU ARE INVOLVED IN AN ACCIDENT. THIS PROTECTION WILL CONFORM TO THE BASIC REQUIREMENTS OF ANY APPLICABLE MANDATORY "NO FAULT" LAW BUT DOES NOT INCLUDE "UNINSURED MOTORIST," "UNDERINSURED MOTORIST," "SUPPLEMENTARY NO FAULT" OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERTZ AND YOU HEREBY WAIVE AND REJECT THE INCLUSION OF ANY SUCH PROTECTION. If such protection is imposed by operation of law, then the limits of such protection will be the minimum required for primary liability protection by the law of the jurisdiction in which the accident occurs. Hertz warrants that the protection described in this subparagraph is primary with respect to any insurance coverage which You or an Authorized Operator may have.

THE FOLLOWING SUBPARAGRAPH (b) APPLIES FOR ALL RENTALS OTHER THAN THOSE NOTED IN SUBPARAGRAPH (a).

- b. IF YOU DO NOT PURCHASE LIABILITY INSURANCE SUPPLEMENT (LIS) (A SUMMARY OF LIS COVERAGE APPEARS BELOW) AT THE COMMENCEMENT OF THE RENTAL AND AN ACCIDENT RESULTS FROM THE USE OF THE CAR, YOUR INSURANCE AND THE INSURANCE OF THE OPERATOR OF THE CAR WILL BE PRIMARY. THIS MEANS THAT HERTZ WILL NOT GRANT ANY DEFENSE OR INDEMNITY PROTECTION UNDER THIS PARAGRAPH IF EITHER YOU OR THE OPERATOR OF THE CAR ARE COVERED BY ANY VALID AND COLLECTIBLE AUTOMOBILE LIABILITY INSURANCE, WHETHER PRIMARY, EXCESS OR CONTINGENT, WITH LIMITS AT LEAST EQUAL TO THE MINIMUM REQUIRED BY THE APPLICABLE STATE FINANCIAL RESPONSIBILITY LAW. IF NEITHER YOU NOR THE OPERATOR OF THE CAR HAVE SUCH INSURANCE, HERTZ WILL GRANT YOU AND ANY AUTHORIZED OPERATOR OF THE CAR LIMITED PROTECTION UNDER THE TERMS AND CONDITIONS STATED IN SUBPARAGRAPHS 10(a) AND 10(c).

FOR RENTALS COMMENCING IN FLORIDA: Florida law requires Hertz's liability protection and personal injury protection to be primary unless otherwise stated. Therefore, Hertz hereby informs You that the valid and collectible liability insurance and personal injury protection of You or any Authorized Operator is primary for the limits of liability and personal injury protection coverage required by ss.324.021 (7) and 627.736, Florida statutes, unless Your CDP number or rate plan or, in the case of a Replacement Rental, the applicable contract, if any, between Hertz and the automobile insurer which is responsible for damage to or loss of your vehicle, includes the extension by Hertz of liability protection or You accept the optional LIS. Primary insurance means that, in the event of a covered loss, Your insurance or that of the Authorized Operator would be responsible for the payment of personal injury or property damage claims up to the limits of that insurance.

- c. YOU AND ALL OPERATORS WILL INDEMNIFY AND HOLD HERTZ, ITS AGENTS, EMPLOYEES AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, ATTORNEYS' FEES AND EXPENSE OF ANY KIND (A "LOSS") IN EXCESS OF THE LIMITS STATED HEREIN OR BEYOND THE SCOPE OF THE PROTECTION PROVIDED FOR HEREIN, IF ANY, ARISING FROM THE USE OR POSSESSION OF THE CAR BY YOU, ANY AUTHORIZED OPERATOR OR ANY OTHER OPERATOR(S) WITH YOUR, HIS OR HER PERMISSION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES INCURRED BY HERTZ TO ENFORCE ANY OF ITS RIGHTS HEREUNDER, UNLESS SUCH LOSS ARISES OUT OF HERTZ'S SOLE NEGLIGENCE.
- d. The Car may not be driven into Mexico without first obtaining specific written permission from Hertz, which permission may be withheld in Hertz's sole discretion. If permitted, You must first obtain through Hertz insurance valid in Mexico. Hertz does not provide any liability protection with this Agreement while a Car is in Mexico.

11. ACCIDENTS, THEFT AND VANDALISM

You must promptly and properly report any accident, theft or vandalism involving the Car to Hertz and to the police in the jurisdiction in which such incident takes place. You should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If You or any Authorized Operator receive any papers relating to such an incident, those papers must be promptly given to Hertz. You and any Authorized Operators must cooperate fully with Hertz's investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ALL LIABILITY PROTECTION, PAI/ PEC, LIS, LDW AND PDW. You and any Authorized Operators authorize Hertz to obtain any records or information relating to any incident, irrevocably and unconditionally consent and submit to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

12. LIMITS ON LIABILITY

- a. Hertz will not be liable to You or any Authorized Operators for any indirect, special or consequential damages (including lost profits) arising in any way out of any matter covered by this Agreement.

- b. You understand and agree that it is improper for You to file a lawsuit concerning this Agreement against any entity other than Hertz.

13. PARKING AND TRAFFIC VIOLATIONS/TOLLS/PRIVACY/KEYS

- a. **PAY YOUR TICKETS/TOLLS IMMEDIATELY:** You will be responsible for and pay all parking or traffic violation fines and penalties, all towing, storage and impoundment fees and all tolls and tickets charged to the Car during the rental period. You authorize Hertz to release your rental and charge card information to its designated vendor "American Traffic Solutions" for the exclusive purpose of processing and billing for fines, penalties and fees. You also agree to indemnify Hertz or American Traffic Solutions if they pay same. You agree to pay, upon billing, an administrative fee related to the cost of collection or cost of providing information about You to a court or governmental agency for each unpaid parking, toll or other citation incurred during the term of this rental. **For rentals in Hawaii, the amount of the administrative fee which You will be charged if Hertz is required to pay such a parking citation is \$20.00 per citation; to avoid this, You are encouraged to pay all parking citations promptly and directly to the court.**
- b. Hertz may collect and use personally identifiable data about You in accordance with Hertz's Privacy Policy for Rental Customers (the "Privacy Policy"). Among other things, the Privacy Policy provides that Hertz may use and disclose personally identifiable data about You as it reasonably believes is necessary to protect its business; to comply with applicable law; to protect the rights, privacy, safety or property of You or others; and to permit Hertz to pursue available remedies or limit the damages that it may sustain. Hertz may disclose personally identifiable data about You in response to requests from law enforcement agencies or government regulators. Pursuant to the Privacy Policy, You have options to limit the use or sharing by Hertz of personally identifiable data about You for marketing purposes and you may access and correct data about You. The Privacy Policy explains these options and provides information about how to choose an option. A full copy of Hertz's current Privacy Policy may be obtained by writing to Director, Privacy Services, The Hertz Corporation, P. O. Box 25301, Oklahoma City, OK 73125, USA; or by clicking on the Privacy Policy link at www.hertz.com
- c. If You lose the keys to the Car, Hertz may charge You for the cost of replacing the keys and for the cost of delivering replacement keys (if possible) or towing the Car to the nearest Hertz location. If you lock the keys in the Car and request assistance from Hertz, Hertz may charge You for the cost of delivering replacement keys (if possible) or towing the Car to the nearest Hertz location.

14. WAIVER OR CHANGE OF TERMS/GOVERNING LAW

- a. No term of this Agreement may be waived or changed except by a writing signed by an expressly authorized representative of Hertz. Rental representatives are not authorized to waive or change any term of this Agreement.
- b. This Agreement shall be governed by the substantive law of the jurisdiction in which the rental commences, without giving effect to the choice of laws rules thereof, and You irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.
- c. If any provision of this Agreement conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction (but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

15. **PAYMENTS TO INTERMEDIARIES**

If You arranged for this rental through a travel agent, Internet travel site, broker or other intermediary acting on Your behalf, Hertz may have paid commissions or other payments to that party to compensate it for arranging such rentals. That compensation may be based in part on the overall volume of business that party books with Hertz. For details on such compensation, You should contact that party.

SUMMARY OF OPTIONAL SERVICES

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL OF THE PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE APPLICABLE LIABILITY INSURANCE SUPPLEMENT, PERSONAL ACCIDENT AND PERSONAL EFFECTS INSURANCE POLICIES (WHICH ARE AVAILABLE FOR INSPECTION UPON REQUEST), AND THIS AGREEMENT. FOR INFORMATION REGARDING THE OPTIONAL LOSS DAMAGE WAIVER AND THE OPTIONAL PARTIAL DAMAGE WAIVER, WHICH ARE NOT INSURANCE, SEE SUBPARAGRAPHS 4(d), 4(e) AND 7(d).

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

LIABILITY INSURANCE SUPPLEMENT (LIS)

COVERAGE

If You elect to purchase LIS, coverage will be provided to You and any Authorized Operators under an excess automobile liability insurance policy issued to Hertz.

LIMITS

LIS provides protection from third-party automobile liability claims for the difference between the liability protection limits provided under Paragraph 10 and a maximum combined single limit of One Million (\$1,000,000) Dollars for bodily injury, including death, and property damage. LIS also provides uninsured and underinsured motorists coverage for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and \$100,000 limit of insurance for each accident. For rentals commencing in Vermont, LIS provides uninsured and underinsured motorists coverage for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and \$50,000.00 per person/\$100,000.00 per accident; recoveries under any per accident limit are subject to the per person limit.

EXCLUSIONS

All exclusions, including claims arising from use of the Car as prohibited by this Agreement and claims by any of Your or any Authorized Operator's family members related by blood, marriage or adoption who resides with You or the Authorized Operator, are set forth in the applicable policy, a copy of which is available upon request.

HOW TO OBTAIN/DECLINE COVERAGE

If You accept LIS on the Rental Record, coverage will be provided during the rental period. The daily charge for LIS, which appears on the Rental Record, is due for each full or partial rental day.

PERSONAL ACCIDENT INSURANCE (PAI) AND PERSONAL EFFECTS COVERAGE (PEC)

If You accept PAI / PEC on the Rental Record, coverage will be provided during the rental period. Please note that PAI and PEC are not available separately and may only be taken in combination. The daily charge for PAI/PEC, which appears on the Rental Record, is due for each full or partial rental day. Coverage will be provided under a policy issued to Hertz.

PERSONAL ACCIDENT INSURANCE (PAI):

COVERAGE AND BENEFITS

The PAI policies provide coverage for death directly caused by an accident independent of all other causes. The renter will be covered for any such accident during the rental period; passengers will also be covered, but only for accidents occurring while in, entering or exiting the Car. Benefits include death benefits of \$175,000 for the renter and \$17,500 per passenger; PAI also provides limited coverage for medical and ambulance expense. Benefits for any one accident are limited to \$225,000. These benefits are payable without regard to any other benefits which may be due under any other insurance policy. Coverage is subject to various exclusions, terms and conditions.

EXCLUSIONS

PAI insurance excludes coverage for injury or death resulting from use of the Car in violation of this Agreement and also for injury or death which: (a) is intentionally self-inflicted; (b) results from aircraft travel; (c) results from committing or attempting to commit an assault or felony; (d) results from intoxicants or narcotics unless administered on the advice of a physician; or (e) results from suicide or attempted suicide while sane or insane.

NOTICE OF CLAIM

In the event of any occurrence likely to result in a claim for PAI benefits, immediate written notice should be given to Hertz. Hertz

will provide You with a claim form and the address of the insurance company which is providing coverage. You will have to submit the claim form to the insurance company together with Your Rental Record.

PERSONAL EFFECTS COVERAGE (PEC):

COVERAGE

Coverage is provided for loss of or damage to covered personal effects owned by any covered persons while such personal effects are in transit or in any hotel or other building en route during a trip using the Car.

COVERED PERSONS

You and members of Your immediate family traveling with You during a trip using the Car who permanently reside in the same household with You are covered, if You accept PAI/PEC.

LIMITS OF LIABILITY

Maximum coverage during each rental period is \$600 for each covered person. Total benefits in any rental period are limited to \$1,800.

EXCLUSIONS

The following personal effects are not covered: Animals, automobiles, automobile equipment, motorcycles, boats, motors or other conveyances, household furniture, contact lenses, artificial teeth and limbs, currency, coins, deeds, bullion, stamps, securities, tickets, documents and perishables. Any loss of or damage to personal effects caused by mysterious disappearance or use of the Car in violation of the Agreement is not covered. Benefits are not payable for delay, loss of market, indirect or consequential losses or damages of any kind.

NOTICE OF CLAIM

In the event of any occurrence likely to result in a claim for PEC benefits, immediate written notice should be given to Hertz. Hertz will provide You with a claim form and the address of the insurance company which is providing coverage.

WARNING: YOU MUST REMOVE KEYS, LOCK ALL DOORS, CLOSE ALL CAR WINDOWS AND THE TRUNK WHEN LEAVING THE CAR OR PEC COVERAGE WILL NOT APPLY, IN WHICH CASE YOU WILL BE RESPONSIBLE FOR ANY LOSS.

FOR RENTALS COMMENCING IN TEXAS: You may not need the automobile insurance offered by Hertz. Your personal automobile policy may provide coverage for your liability while operating a rental vehicle. The purchase of automobile rental liability insurance is not required as a condition of renting an automobile. This insurance does not apply to any bodily injury or property damage arising out of the use or permitting the use of a rental vehicle by any driver while under the influence of drugs or alcohol in violation of law.

SPECIFICATIONS

- A. Supplying Vehicles: Hertz shall furnish the requested preferred vehicle when a reservation is made with 24 hour notice. Secondary vehicles may require a 7 day notice. In the event that a reservation is less than 24 hours the company will make every effort to meet the reservation request.
- B. Hertz will make every attempt to secure a Large Van for the State regardless of notice, however, the reservation will not be guaranteed if a 3 day notice is not given by the State.
- C. Vehicle Classes: The company will provide vehicles as describe below. Vehicles shall have automatic transmission, AM-FM radio, air conditioning and cruise control if applicable.

1. Preferred Vehicle Classes requiring 24 hour reservation (including Hertz class identification codes)

<u>Hertz Car</u> <u>Vehicle Type</u>	<u>Hertz SIPP</u> <u>Classification</u>	<u>Classification</u>
Compact	Class B	CCAR
Intermediate/Mid-Size	Class C	ICAR
Full-Size	Class F	FCAR
Mid-size SUV	Class L	SFAR
Mini-van	Class R	MVAR
Pickup Truck	Class S	SPAR

2. Secondary Vehicle Classes requiring a 7 day reservation (including Hertz class identification codes)

<u>Hertz Car</u> <u>Vehicle Type</u>	<u>Hertz SIPP</u> <u>Classification</u>	<u>Classification</u>
Compact SUV	Class Q4	IFAR
Large SUV	Class T	FFAR
Large Passenger Van (12)	Class M	FVAR
Hybrid Mid-size	Class E6	ICAH

A complete list of vehicles models on the Company fleet for the above Required and Secondary classes shall be provided on pages 5 and 6. These pages will also include a list of available hybrid and flex-fuel vehicles in the Company fleet.

- D. Fuel Efficient Vehicles: 73% of vehicles in the Company fleet currently operate as a 28+ Miles Per Gallon (MPG) rate, with 61% of total fleet vehicles operating at a 31+ MPG rate.

The complete list of vehicles models on pages 5 and 6 shall also list the MPG rate for each vehicle in the Company fleet.

- E. Locations: Pages 7 and 8 include a complete list of all Company locations in the State of Kansas. These pages include location address and hours of operations. Locations will also be identified as Corporate for Licensee.

A location in Pittsburg, Independence and a second location in Manhattan is anticipated in the near future.

In the event that a location operation is closed during the contract period the Company will provide a 90 day notice to the Department of Administration.

A complete nationwide list of Company locations can be found on-line at www.hertz.com

- F. Contractor Office Hours: Location Office Hours are listed on the Locations, pages 7 and 8. These pages include both hours and days of operation.

Secured parking for State employees renters can be arranged and provided where available.

- G. Reservations: Hertz shall furnish a requested vehicle when given prior to 24 hour reservation. In the event that a reservation is less than 24 hours, the Company should make every effort to meet the reservation request in a timely manner.

The reserved vehicle to be rented will be ready for pick-up when the renter arrives at the rental location. In instances when no vehicles are available at time of pick-up and the renter has a reservation, Hertz will provide an equivalent or better type of vehicle at the same rate as originally reserved by the renter.

If Hertz cannot meet a reservation, but the Backup vendor is able to, Hertz will pay the difference of that rental not to exceed \$10. If both Hertz and the Backup vendor are unable to meet the reservation, then a \$75 credit will be issued by Hertz to the renting agency. If the Backup vendor guarantees the reservation but at time of rental does not have a vehicle for the State traveler, Hertz will not issue the \$75 credit.

The following process will be required by the State employees when making a reservation with the Company:

1. A reservation can be made for any Hertz location nationwide by one of the following methods. State employees shall use an Agency assigned Corporate Discount Program (CDP) or applicant number (See Section V) at the time of reservation or walkup:
 - i. www.hertz.com (24 hours a day): Booking avenues available from the Hertz website, using an assigned CDP, will quote State program rates for all US Corporate and participating locations. The website may also provide details on location addresses and hours of operation.
 - ii. Hertz Reservation Line 888-300-8035 (24 hours a day): Rental car reservation agents receiving telephone requests, with an assigned Applicant number, will quote State program rates, verify participating locations, hours of operation, and advise renters of vehicle pick-up and drop-off locations.
 - iii. Counter Walk-up (during hours of operation): In the event where no reservation is made, a State employee may present proper identification, along with an assigned Applicant number, to receive program rates at US Corporation and participating locations.
 - iv. The Topeka location will also take reservations by calling into the location directly.
2. Hertz may request the following information at the time of reservation:
 - i. State Employee Name
 - ii. Assigned Applicant number (for personal rentals the CDP #65736 shall be used)
 - iii. Pick-Up and Drop-Off Date
 - iv. Pick-Up and Drop-Off Time
 - v. Pick-Up and Drop-Off location
 - vi. State Employee Age
 - vii. Flight/Train arrival details
 - viii. Billing Information
3. Reservations can be made for any period of time; hourly, daily, weekend, weekly, and monthly or multi-month rental, they may be referred to the Company Multi-Month desk or location directly.
4. Reservation Extensions will automatically occur for 48 hours over the original reservation end date. If a rental needs to be extended beyond the automatic 48 hours, the renter/renting Agency should contact the reservation line (800-654-3131) or location directly.
5. Reservation Cancellations are requested 24-48 hours prior to rental pick-up date listed on the reservation. Any avenue used to make a reservation, may be used to cancel a reservation.
 - ii. A No-Show fee is only charge when a reservation has been made and no one shows up to rent the vehicle.
 - iii. Additional information regarding No-show fee pricing can be found in the Pricing Schedule.
6. A grace period of two hours will be available for all reservations. Additional grace periods may apply where applicable.
 - i. In the event of flight delays, all reservations with incoming flight numbers on the reservation will be held until actual flight arrival.
 - ii. The same holds will be made for reservations with incoming train numbers.
 - iii. If an additional grace period is needed on a reservation without travel details listed, this can be done through the Reservations line or contracting a location directly.

H. Driver Check-In Procedure: Unless otherwise extended through procedures listed in Section F. Reservations, vehicles should be returned to the rental location at the time of return on the rental record.

1. Vehicles shall be returned to locations with a full tank of gas. Vehicles without a full tank of gas will be charged according to the terms of Section Q. Fuel.
2. In addition to a full tank of gas, vehicles should be returned in the same working conditions without damage to body or interior of the vehicle. In the event of any damage, possible charges to the renter will be assessed according to Section U. Damage to Vehicles and Accident Reporting.
3. After hours check-in and drop-off of vehicles should be arranged prior to location closing, and according to procedures addressed in Section N. Returning Vehicles During Non-Business Hours.

I. Rental Agreement Form: Pages 9 through 17 include a complete copy of the Company Rental Agreement, with a full list of terms and conditions that apply to all renters. Explanation of terms and conditions is provided on the rental agreement form, and include:

1. Nature of Agreement
2. Who May Operate the Car
3. Return
4. Responsibility for Loss of or Damage too

The following modifications have been made to the Rental agreement:

-Para 2, all authorized operators must be 18 years old.

-Para 9, Contractual Provision Attachment DA-146a indicates no provision will be given effect which attempts to exclude or limit damages available to the state.

-Para 10 © The additional of the phrase “to the extent authorized by law” ahead of the wording in the para.

-Para 12, see DA-146a reference above

-Para 13 (a), the addition at the beginning, the phrase “to the extent authorized by law” The State may not agree to the fines and want to contest term.

J. Usage Restrictions and Requirements:

1. Off Road Requirements: The Company requests State rental vehicles, not be driven/operated off paved, graded, Federal State or Professionally maintained roads unless the Company location has agreed to such operation in writing at the time of rental.
2. Rentals across US Borders: Hertz allows U. W. rentals into Mexico only on a limited and restricted basis. Hertz offers an optional Mexican Insurance Policy that permits customers, subject to some limitations, to travel up to 250 miles south of the U. S./Mexico border with their Hertz vehicle. U. S. vehicles are never permitted to return to the Hertz location in Mexico. Mexican citizens are not permitted to drive U. S. owned vehicles in Mexico. Canadian Customs and Excise Regulations prohibit Canadian residents from driving U. S. rental vehicles in Canada and returning to the U. S. As a result of this regulation, when a Canadian resident rents a U. S. vehicle in the U. S. and drives into Canada, he/she may be required to complete a Vehicle Permit form, may be subjected to additional questioning or depending on the situation, may not be allowed to take the vehicle across the border. The decision is at the discretion of the Canadian Customs Officer. In the event the individual does cross the border, the renter must go directly to a Hertz location and exchange the U. S. vehicle for a Canadian vehicle.
3. One-Way Rental Restrictions: Unless specifically out-lined in Section P. One-Way Rentals to Kansas City International (MCI) Airport, the Company may apply restrictions to one-way usage on vehicles outside the State of Kansas. Further explanation is provided in Section BB. Out of State Business Rentals.

- K. Driver: The minimum renter age on all State business rentals will be 18 years of age. Drivers ages 18 – 21 will not be charge an additional underage driver fee on any State business rentals.
- L. Delivery and Pick-up of Renters: Through the Company's, We'll Come and Get You® program, the Company shall provide State Employee pickup and return to State employees home or office.
1. Hertz will provide pickup of State Employee at all participating locations, within a 15 mile radius at no additional charge. For pickup exceeding 15 miles radius, a mileage fee per mile will be applied as outlined in the Pricing Schedule.
 2. This service is offered during the operating hours of the rental location.
 3. A 15 minute grace period is requested. If pickup time is expected to change beyond this grace period, the location will contact the renter with details to arrange a new time that best fits the renter's needs.
 4. This service is also offered to State Agencies.
 5. A fee may apply for arranging a large number of vehicles to be delivered to a State Agency or State agency designated location. If a fee applies, it will be negotiated at the time or reservation between the Agency and renting location.
- M. Early Departure: Hertz offers the option to pick-up a vehicle at 3:30pm with advanced notification, and in the event that the employee departure is before Monday at 8:00am the vehicle should be available to the employee to be checked out on Friday after 3:30pm at no additional charge.
1. All locations excluding Garden City will offer this service Monday-Friday. Topeka will open its location at 6:00am on Mondays to accommodate for early Monday departures. Topeka will also allow early Friday pickup for prior to 6:00am Monday departures. Early Friday pickup must be between 3:30pm and 5:30pm.
- N. Returning Vehicles During Non-Business Hours: The Company recognizes the State rentals will involve travel outside of normal business hours.
1. Drop boxes are available at most Hertz locations. The State renter is required to record the mileage and time vehicle was returned. Hertz will contact the State renter the next day before the rental is closed. The Hertz representative will discuss the rental charges and notify the renter if vehicle damage occurred.
- O. Vehicle Inspections: Vehicles provided in the State program will be properly licensed, cleaned and maintained based on Hertz' stringent corporate policy as well as meet federal, state, and local safety standards and be in safe operating condition.
1. Pre-Existing Damage: The Company inspects all vehicles upon return for damage and records any new damage prior to the next rental. The State shall not be held responsible for any pre-existing damage to a vehicle.
 2. Inspection at Time or Rental Pick-up: The State renter should inspect the vehicle prior to leaving the Hertz location. Any pre-existing damaged should be reported. Reports will be provided to the renter by the counter service representative, inside the vehicle or the employee stationed at the exit to the Hertz rental lot.
 3. Normal wear and tear shall not be considered claimable damage.
- P. One-Way Rentals to Kansas City International (MCI) Airport: State employees may require a vehicle to drive to MCI for flight connections or to obtain a vehicle at MCI after returning from a flight. These situations will result in a one-way rental.
1. This service will be offered to the State by the Company
 2. Eligible cities for this option are Topeka and Lawrence at no additional charge.
 3. No additional costs, except for State of Missouri taxes, surcharge fees, will apply.
 4. Hertz MCI operating hours are 5:00am – 12:30am, 7 days a week
 5. This service, at no additional cost, will not be offered at any other Kansas airport.
- Q. Fuel: The Company will provide vehicles with full fuel tanks. State employees are expected to return the vehicles with full fuel tanks. If the Hertz vehicle is not full at time of rental, Hertz will credit the renter \$1 per gallon for every gallon not in the vehicle at time of pick up.

1. Purchase at Return: The Company will invoice the State employee for the missing fuel at the retail cost of the fuel for the market at the return location plus additional \$1 per gallon fee as shown in the Pricing Schedule.

R. Vehicle Breakdowns: The Company will provide written instructions in each vehicle concerning procedures for breakdowns during vehicle use.

Hertz renters have access to a 24/7 Emergency Roadside Assistance Service. Hertz covers the cost of ERS for all mechanical failures (except, perhaps, situations involving certain violations of the terms of the contract). Customers are charged the costs related to the following problems that arise from customer neglect or accidents, with certain exceptions: Keys locked in the car, Keys Lost – Cost of replacing the key (unless Customer purchases or corporate contract provides “included” or “free” LDW), Keys Lost – Cost of delivering the key or towing the vehicle, Dead battery resulting from leaving the lights or some other accessory on, Out of Gas, Spare Tire Mounting for flat tires.

1. This service will include a toll-free number for all renters to call for vehicle assistance.

2. The number can be found on the rental record, rental jacket or both, and given to the renter at the time of rental.

S. Use of Vehicles for State Business: State employees shall comply with the use restrictions of the Company as agreed to in the finalized contract and shall use the vehicles in performance of state business only, which may include transporting the vehicles directly to and from the employee’s residence in addition to travel to motels, restaurants etc. while doing business on multi-day work trips. If the Company believes there is evidence that State employees are using rental vehicles for their personal use, the Company may contact the Office of Facilities and Property Management for an investigation.

T. Substituting or Upgrading Vehicles: Hertz is expected to provide the type of vehicle reserved by the State employee, and recognizes the State discourages the practice of upgrading to larger vehicles due to the increased fuel costs.

1. The State will not be required to pay additional costs if Hertz chooses to provide a larger vehicle.

2. The Hertz location, where applicable, may consider providing a rental certificate when the reserved car class is not available upon rental, and an upgrade to a less fuel efficient vehicle is necessary.

U. Damage to Vehicles and Accident Reporting.

Loss Damage Responsibility (LDW): If the renter declines option LDW at the time of rental, the renter/renting Agency’s responsibility for loss damage to the rental vehicle is as outlined under the terms and conditions of the Rental Agreement in effect at the time and place of rental. (See Section W)

Liability Protection Override: The renter shall decline optional Liability Insurance Protection at the time of rental. (See Section X)

In the event of an accident, where the following factors exist, a Vehicle Incident Report must be completed at time or return:

1. Vehicle damage exceeds the counter collection limits.
2. The customer refuses the counter collection payment method
3. A third party is involved.
4. Personal injury occurred, as a result of the incident.
5. Property damage occurred, other than the Hertz vehicle.

Counter collectable damage is defined as minor vehicle damage that can be charged/billed at return on the Rental Agreement, when certain conditions apply.

Loss of Use and any related administrative fees may be billed on the rental agreement. Loss of use is based on down time with a maximum of 3 months, Additional information and rates are available upon request.

If damage waiver is provided through the BPC Visa Card, Hertz will be responsible for providing the State Agency all the necessary information and documentation required by Visa in a timely manner.

- V. Payment with Procurement (BPC) Card: Unless arrangements are made otherwise, payment will be made by using the State of Kansas Procurement Card, which is currently managed through UMB Bank and Visa. Hertz will assign Corporate Discount Program (CDP) numbers for each Agency and Applicant Numbers to each BPC Card. The State Agency employee will provide this information at time of reservation, as outlined in Section G. Reservations.

Each Agency will be assigned a unique Corporate Discount Program Number (ICDP). The CDP will be tied to a billing program as outlined below (the applicant number is tied to the State's BPC Card), and available to the State Agencies:

State Agencies will be notified of their CDP numbers and Applicant numbers prior to Contract commencement.

For reservations made by agencies that present a BPC card at the counter, a CDP number will be used at time of booking. No Applicant # is needed in this case.

For reservations made by agencies that have an Applicant # on file, the Applicant # must be used at time of booking. No CDP# is needed in this case.

Agencies shall notify the Hertz Contact Person if they have not been notified or if a new BPC card needs to be assigned an applicant number.

The vendor will provide annually a current listing of BPC, CDP, Applicant numbers for each Agency's account.

State Agencies should contact their Hertz First Choice Customer Service representative when billing errors occurs. The Agency contact will need to provide the renter's rental agreement number and name when speaking with a Hertz First Choice Customer Service Representative (First Choice: 800-220-2261 or firstchoicestlouis@hertz.com).

Hertz First Choice Customer Service can assist with reconciliation of statements.

- W. Loss Damage Waiver (LDW) Coverage: If a full-size passenger van, pickup truck or cargo van is rented, LDW coverage will be provided by Hertz.

If an automobile, mini-van or sport utility vehicle is rented and payment is made with the State of Kansas Visa Business Travel Account (BPC), the State Employee shall choose to decline the LDW coverage.

State employees will not be required to show proof of personnel insurance coverage for business use rentals.

- X. Liability Insurance Coverage: The State possesses liability coverage (\$500,000 per person; \$500,000 per event; \$100,000 property damage). The State will not be required to purchase or maintain any additional insurance coverage and no additional charge above the rental fee will be allowed for insurance coverage.

State of Kansas Agencies are liable for acts and omission of its employees as governed by the Kansas Tort Claims Act (KSA 75-6101, et seq.). Subject to the limitations of the Act, each agency and other governmental entity of the State is liable for damages caused by the negligent or wrongful act or omission of any of its employees while acting within the scope of their employment under circumstances where the agency or entity, if a private person, would be liable under the laws of the State of Kansas.

- Y. Reporting: The monthly billing statement issued by Visa, the Business Travel Account (BPC) provider, may not provide sufficient information to properly reconcile the rental transactions. As a result, the Company will provide to the State Agency a report of their transactions in sufficient detail to allow for this reconciliation. This report is to be provided by the 10th of the following month, or on a schedule which matches an agency's Visa billing statement.

The report shall list each rental and include as a minimum the following information, including credits issued:

1. Region of Rental
2. Corporate Account Number (CDP)
3. Agency Name
4. Employee Name (A privacy letter from the State will be required by Hertz to provide Personally Identifiable Information/PII on reports)

5. Rental location
 6. Type of Vehicle
 7. Rental start and end date
 8. Number of day's rented
 9. Additional cost including taxes and surcharges
 10. Total costs
- Z. Complaints: The Department of Administration has established a website for employee feedback concerning their rental. The website will automatically email the feedback to Hertz's designated representative for review and corrective action. Hertz will be required to respond to the employee and Department of Administration for each negative feedback within 2 working business days of the feedback.
- AA. Contractual Provisions Attachment (DA-146) is incorporated into this contractual agreement and the Contractor's Rental Agreement.
- BB. Out of State Business Rentals: Hertz offers discounts to the State on rentals outside the State of Kansas.
- Rates will be offered on all car classes included on the in state program, and are outlined in the Pricing Schedule. Included in the Pricing Schedule will also be a list of out of state city surcharge locations.
- Reservations and reservation requirements can be made for out of state rentals as already outlined in Section G. Reservations.
- For out of state business rentals, Hertz guarantees the State employee rate will not exceed the rate to the general public.
- CC. Discounts to State Employees: Hertz offers a discount to State employees renting on personal/leisure travel. Hertz leisure rate for State Employees will include up to a 20% discount off the rental rate and will not exceed the rate to the general public.
- Renters must be at least 21 years of age. For renters 21 – 24 years of age, a daily surcharge will apply.
- The Corporate Discount Program (CDP) number for Employee personal rentals is 65736.
- No personal rentals will be offered at the 4th and Van Buren location in Topeka
- DD. Price Schedule:
1. Pricing Schedule includes rate for daily, weekly and monthly/four week rentals. The Weekly Multiplier will be (Daily * 5.5) and the Monthly Multiplier will be (Weekly * 4).
 1. The rates are based on unlimited mileage on round trip rentals, unless otherwise stated in the Pricing Schedule.
 2. On one-way rentals not outlined in, Section P. One Way Rentals to Kansas City International, additional surcharges and fees may apply and is outlined in the Pricing Schedule.
 3. Topeka Hertz location as well as all other KS locations will honor unlimited mileage on all round-trip rentals.
 4. Daily rates are based on a 24 hour period with a minimum one hour return grace period.
 5. Additional discounts may not be listed on the Pricing Schedule, but may be negotiated by a returning location at the time of reservations on the following:
 - i. Long term rentals of more than four weeks
 - ii. Group bookings with a large quantity of vehicles
 6. The State is exempt from paying State Sales and Federal Excise Tax. Hertz will monitor invoices to ensure that taxes have not been added to the invoice.

7. The State account profile will be labeled as "Tax Exempt"

EE Transition Assistance:

In the event of contract termination or expiration, contractor shall provide all reasonable and necessary assistance to state to allow for a functional transition to another vendor. This shall include, but not limited to, providing a current list of all applicant numbers, corresponding agency information including assigned agency numbers. BPC numbers and BPC expiration dates.