

Enterprise Car Rental Terms and Conditions

RENTAL AGREEMENT JACKET TERMS AND CONDITIONS

Renter agrees by Renter's signature on the digital tablet (herein referred to as the "Rental Agreement Summary") that Renter has read, is aware of, accepts full responsibility for and is bound by the terms and conditions contained in this Rental Agreement Jacket and in the Rental Agreement Summary (the Rental Agreement Summary and Rental Agreement Jacket shall be referred to collectively as the "Agreement" herein), hereof for the Rental Period whether or not subsequent Agreements are executed by Renter or if Owner assigns a new Agreement number during the Rental Period for the purpose of invoicing Renter. Renter expressly acknowledges that Renter and Owner are the only parties to this Agreement, notwithstanding that a reservation for vehicle may have been arranged by a third party; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of vehicle, length of rental, rental rate and/or selection of optional products. For matters arising from this Agreement, Renter authorizes Owner to verify and/or obtain through credit agencies or other sources Renter's personal, credit and/or insurance information. This Agreement, is the entire Agreement between Renter and Owner and cannot be altered by another document or oral agreement unless agreed to in writing and signed by Renter and Owner.

1. Definitions: For the purposes of this Agreement the following terms are specifically defined:

a. "Additional Authorized Driver(s)" (AAD(s)) means any individual in addition to Renter who is permitted by Owner to operate Vehicle. This includes individuals identified on the Rental Agreement Summary as ADDITIONAL AUTHORIZED DRIVER(S), and with the permission of Renter, includes Renter's spouse or domestic partner (same or opposite sex) who meets the minimum rental age and holds a valid license.

b. "Optional Accessories" means but is not limited to optional child seats, global positioning systems, ski racks, toll transponders and/or other products accepted by Renter.

c. "Owner" for the purposes of this Agreement means "OWNER OF VEHICLE" shown on the top of the Rental Agreement Summary;

d. "Rental Period" means the period between the time Renter takes possession of Vehicle until Vehicle is returned or recovered and in either case, checked in by Owner.

e. "Renter" means the person, or entity identified on the Rental Agreement Summary as "RENTER";

f. "Vehicle" means the "ORIGINAL VEHICLE" or any replacement vehicle(s).

2. Ownership/Vehicle Condition/Warranty Exclusion. Renter acknowledges that Vehicle and any Optional Accessories are, by ownership, beneficial interest or lease, property of Owner or its affiliate, even if owned, registered or titled to a third party. Renter is not an agent of Owner and has no authority to bind Owner. Renter agrees Renter received Vehicle and any Optional Accessories in good physical and mechanical condition. RENTER IS TAKING POSSESSION OF VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND HAS HAD AN

Enterprise Car Rental Terms and Conditions

ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND THEIR OPERATION. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Renter agrees not to alter or tamper with Vehicle or any Optional Accessories. If Renter or AAD(s) determines Vehicle or any Optional Accessories is unsafe, Renter or AAD(s) shall stop operating Vehicle and any Optional Accessories and notify Owner immediately.

3. Payment by Renter.

a. For items designated as either “/hour”, “/day”, “/week” or “/month” on the Rental Agreement Summary:

(1) “/hour” is 60 consecutive minutes or any portion thereof beginning at the start time of the rental.

(2) If “day = 24 hour period”, “/day” is each consecutive 24 hours beginning at the start time of the rental.

(3) If “day = calendar day”, “/day” is each consecutive full or partial day of the week.

(4) “/week” is 7 consecutive 24 hour days beginning at the start time of the rental.

(5) “/month” is 30 consecutive 24 hour days beginning at the start time of the rental.

(6) Unless expressly modified on the Rental Agreement Summary, all charges are for a minimum of 1 day.

b. Renter shall pay Owner, its affiliates or agents amounts as set forth on the Rental Agreement Summary for:

(1) The hour, day, week and month charges on the Rental Agreement Summary for the Rental Period. The “/hour” charge if shown on the Rental Agreement Summary shall apply to each full or partial hour in excess of a day. The hourly charges shall not exceed the cost of one additional day. If Vehicle is returned during non-business hours or to any place other than the Branch Address on the Rental Agreement Summary, all rental charges incurred through the time an employee of Owner checks in Vehicle are Renter’s responsibility.

(2) The mileage charge per mile for all miles exceeding any free miles set forth on the Rental Agreement Summary permitted for the Rental Period.

(3) The Optional Accessories, services and/or products charges for those items accepted by Renter.

Enterprise Car Rental Terms and Conditions

(4) The optional Verified Carbon Offsets (CO2 OFFSET) accepted by Renter are an optional environmental service designed to offset the greenhouse gases emitted by Vehicle. Owner remits amounts collected to an independent 3rd party provider. See www.keystogreen.com for more information. The estimated emissions produced by Vehicle are based on the average mileage and fuel economy of vehicles in the rental fleet and are not calculated based on the emissions of a particular vehicle.

(5) The optional Tollpass service accepted by Renter provides for the daily rental of a toll collection transponder (Tollpass Transponder Service) or, in some states, the use of video-monitored toll collection services (Tollpass Automatic Service, and together with the Tollpass Transponder Service, collectively the Tollpass Service). In addition to the daily charge for the Tollpass Service, Owner, its affiliate or a third party may separately charge Renter's credit or debit card (or bill Renter, as applicable, for cash rentals) for each toll (or other charge) incurred using the Tollpass Service during the Rental Period on covered roads within the Tollpass Service area at the higher of the applicable toll authority's video toll rate, cash toll rate or highest undiscounted toll rate. Renter expressly authorizes Owner or its affiliate to transfer to a third party Renter's name, address, credit/debit card information, and other data necessary to enable the collection of all such tolls, any other charge(s) in addition to tolls attributed to the transponder and other associated charges incurred during the Rental Period. No credit is provided for days the transponder is not utilized. Tollpass Service has a limited service area; attempting to use the service outside the service area may subject the Renter and/ or any AAD(s) to fines and penalties see Paragraph 3.(c.)(3.). A current listing of Tollpass Service area covered roads is available upon request, at "www.htallc.com/tollpass" or (877) 765-5201.

(6) The fuel charge at the rate shown. If based on consumption and Vehicle is returned with less fuel than when rented, the charge shall be for the Owner's estimated difference in fuel level shown on the fuel gauge from the time Vehicle is rented to the time it is returned. Renter shall not receive a refund or credit if Vehicle is returned with more fuel than when Renter received it. If Renter purchases the Fuel Service Option, then Renter's fuel charge shall be the per gallon charge multiplied by the fuel tank capacity of Vehicle rented. Renter shall not receive a refund or credit for any unused fuel.

(7) The one way fee (for returning to a predetermined location other than the Branch Address on the Rental Agreement Summary), fees for AAD(s) and/or fees based on Renter or AAD(s) age.

(8) The other fees and charges (none of which are taxes) including but not limited to:

(a) Any airport Consolidated Facility Charge, Customer Facility Charge or similarly designated charge (CUST FACILITY CHRG or CONSOL FACILITY CHG) which is required to be paid by Owner or collected from Renter in connection with this rental, for the construction, financing, operation and/or maintenance of the consolidated rental car facility, other airport facilities, and / or transportation related facilities,

(b) The Concession Fee Recovery, Concession Fee Recoupment, Concession Recovery Fee, Surcharge Recovery Fee or similarly designated charge (CONC RECOVERY FEE or SURCH

Enterprise Car Rental Terms and Conditions

RECOVERY FEE) which is Owner's charge to recover the concession fee paid by Owner to an airport's owner or operator in connection with this rental;

(c) The Facility Fee Recovery (FAC REC) which is Owner's charge to recover the estimated fees, charges, costs, which may include rent paid by Owner to the owner, operator or agent of the location being serviced by Owner for this rental or to the owner, operator or agent of the location of the Branch Address on the Rental Agreement Summary; and;

(d) The Vehicle Cost Recovery Fee (VEH COST REC FEE or MOTOR VEH SURCHARGE) which is Owner's charge to recover the estimated average per day cost incurred by the rental company to license, title, register, obtain number plates and inspect its passenger motor vehicle or rental truck and to pay any taxes owed on such vehicle or truck.. The Vehicle Cost Recovery Fee is not calculated based on the costs imposed upon a particular vehicle.

(e) The Burlington International Airport Facility Charge (BIA FACILITY CHARGE) which is required to be collected from Renter in connection with this rental for the construction, financing, operation and/or maintenance of this consolidated rental car facility, other airport facilities, and/or transportation related facilities.

(f) The Concession Recovery Fee Surcharge (CONC REC FEE SRCH) which is Owner's charge to recover the concession fees paid by Owner to an airport's owner or operator in connection with this rental.

(g) The Transportation Facility Charge (FACILITY CHARGE OR TRANS FACILITY CHARGE), which represents amounts collected by Owner from Renter and paid to an airport's owner or operator in connection with this rental

(h) The Domestic Security Fee (DOM SEC FEE) which is required to be collected from Renter in connection with this Rental and remitted to the State of New Jersey.

(i) The Tourism Account Surcharge (TOURISM ACCT SURCHG) which is required to be collected from Renter in connection with this Rental and remitted to the State of Connecticut.

c. Additional Obligations of Renter – Unless prohibited by law Renter shall pay Owner, its affiliates or agents:

(1) If Renter returns the vehicle to a location other than the designated return location a vehicle recovery fee, unscheduled one way fee or drop charge which shall be no more than the greater of: a) \$300.00; b) \$1.50 per mile between return location and original rental office; or c) Owner's adjusted daily, weekly or monthly rate applicable on the date of return.

(2) For damage to, loss or theft of Vehicle or Optional Accessories, including all related costs (see paragraph 7), to the extent DW, as described in paragraph 17, or RAP, as described in paragraph 20, do not apply.

Enterprise Car Rental Terms and Conditions

(3) All fines, costs, charges and attorneys' fees paid or to be paid by Owner, its affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Renter consents to the payment of all Fines, Tolls and Violations by Owner, its affiliates or a third party on Renter's behalf without advance notice thereof and acknowledges that such payment may prejudice Renter's ability to contest Fines, Tolls and Violations with the applicable authority. Renter agrees Owner may provide Renter's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Renter for any such Fines, Tolls and Violations. In addition, Owner, its affiliates or a third party may assess a fee of up to \$25 per incident to apply towards all costs incurred in connection with any Fines, Tolls and Violations and their administration.

(4) A Tollpass convenience charge (TCC) (where available) of up to \$5.00 per day of Rental Period for each day Vehicle is operated on a Tollpass Automatic Service covered road and Vehicle operator does not pay an applicable toll. Total TCC charges will not exceed \$25.00 per Rental Period. To avoid the TCC, Renter may (i) use toll-free roads and bridges, (ii) pay tolls with cash (where applicable), or (iii) use any of the other methods described in our toll brochures and at www.enterprise.custhelp.com (keyword "tolls"), which vary by toll road/bridge. In addition to the TCC, Owner or a third party may separately charge Renter's credit or debit card for each toll not paid by Vehicle operator incurred during the Rental Period at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. A current listing of TCC Covered Roads is available upon request, at "www.htallc.com/tollpass" or (877) 765-5201. Operation of Vehicle on a roadway or bridge not covered by TCC where applicable tolls are not paid may subject the Renter to fines, costs and fees see Paragraph 3.c.(3.) above. **RENTER EXPRESSLY AUTHORIZES OWNER OR ITS AFFILIATE TO TRANSFER RENTER'S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF ALL TOLLS AND ASSOCIATED CHARGES INCURRED DURING THE RENTAL PERIOD.**

(5) A late charge of 1 1/2% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period.

(6) The taxes, fees and other mandatory charges imposed by states, counties and other governmental authorities.

(7) All expenses incurred by Owner in the collection of amounts due Owner under this Agreement or in regaining possession of Vehicle or in enforcing any term or condition of this Agreement, including attorneys' fees, Owner's administrative fees, and any other costs or expenses incurred by Owner.

IF A CREDIT CARD OR DEBIT CARD HAS BEEN PRESENTED AS A MEANS OF PAYMENT, DEPOSIT OR SECURITY, RENTER AUTHORIZES OWNER TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS AGREEMENT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. IN THE EVENT OWNER INITIATES ANY CHARGE TO SUCH CARD(S) THAT IS DISHONORED FOR ANY REASON, RENTER AUTHORIZES OWNER TO RE-INITIATE SUCH CHARGE WITHOUT

Enterprise Car Rental Terms and Conditions

FURTHER AUTHORIZATION FROM RENTER. FOR A VEHICLE RENTED WITH A CASH, CHECK OR MONEY ORDER DEPOSIT, ANY EXCESS DEPOSIT WILL BE REFUNDED BY CHECK ISSUED WITHIN 15 BUSINESS DAYS OF THE END OF RENTAL PERIOD. All charges are subject to final audit by Owner.

4. Limits on Use and Termination of Right to Use.

a. Renter agrees to the following limits on use:

(1) Vehicle shall not be driven by any person other than Renter or AAD(s) without Owner's prior written consent.

(2) Vehicle shall not be used for transporting persons for hire; as a school bus; or for driver training.

(3) Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property UNLESS:

i. Renter obtains bodily injury and property damage liability insurance required of a motor carrier by the state and/or federal government where Vehicle is rented and/or operated; and

ii. Renter and any AAD(s) hold a valid class license for that purpose and comply with all federal, state or municipal laws, ordinances or regulations.

(4) Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.

(5) Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside of the passenger compartment.

(6) Renter shall not remove any seats from Vehicle.

(7) Vehicle shall not be driven by any person impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.

(8) Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of Vehicle plus weight of load, as indicated on the driver side door jam, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and/or guidelines.

(9) Vehicle shall not be driven or taken outside the states authorized on the Rental Agreement Summary.

(10) Vehicle shall not be driven on an unpaved road or off-road.

Enterprise Car Rental Terms and Conditions

(11) Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Owner; or who misrepresents or withholds facts to/from Owner material to rental, use or operation of Vehicle.

(12) Renter shall not transfer or assign this Agreement and/or sublease Vehicle.

(13) Vehicle shall not be used to store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.

(14) Renter shall not carry a passenger under the age of seven unless that passenger is restrained in a Federally approved child restraint system.

(15) Renter shall not use a passenger plated pick-up truck for any commercial purpose.

(16) Vehicle shall not be used for testing Vehicle's technological components or capabilities.

b. Renter agrees to return Vehicle and any Optional Accessories to Owner on or before return date to the address stated on the Rental Agreement Summary or on Owner's demand and in same condition as received, ordinary wear and tear excepted. Extensions to Rental Period are at Owner's option.

c. In the event of any violation of the limits on use or any other provision of this Agreement, Owner automatically, without any further notice to Renter or AAD(s), terminates their right to use Vehicle and Owner retains any other rights and remedies provided by law. Owner has the right to seize Vehicle without legal process or notice to Renter or AAD(s). Renter and AAD(s) hereby waive all claims for damages connected with such seizure, including loss or damage to contents, and shall pay all expenses incurred by Owner in returning Vehicle to the original rental office.

d. If Renter or AAD(s) continue to operate Vehicle after the right to do so is terminated, Owner has the right to notify police Vehicle has been stolen. Renter and AAD(s) hereby release and discharge Owner from and indemnify, defend and hold Owner harmless against any liability arising from such notice. Renter remains responsible for all charges, costs, taxes, fees and obligations as set forth in Paragraph 3.

5. Roadside Assistance. For roadside assistance in the U.S. and Canada call 1-800-307-6666 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 Renter.

6. Accidents. Damage to, loss or theft of, Vehicle must be immediately reported in writing to the office where Vehicle was rented, and in no event later than the following business day after the accident. Renter and AAD(s) must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Renter and AAD(s) shall cooperate

Enterprise Car Rental Terms and Conditions

fully with Owner and its representatives. Vehicle may be equipped with an Event Data Recorder or similar device (EDR) for the purpose of recording data about the operation of Vehicle. To the extent permitted by law, Renter consents to Owner or its representatives retrieving and using such data from the EDR.

7a. Damage to, Loss, Modification or Theft of, Vehicle, Optional Accessories and Related Costs.

Except to the extent restricted, modified, or limited by State law, Renter accepts responsibility for damage to, loss, modification or theft of, Vehicle, Optional Accessories or any part or accessory regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Agreement, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned, Renter shall pay Owner the replacement cost of the Optional Accessories. For purposes of this Agreement, fair market value shall be the retail value of Optional Accessories immediately preceding the loss. Damages for which Renter is also responsible include but are not limited to: loss of use regardless of fleet utilization (total labor hours from the repair estimate divided by 4, multiplied by the daily rate on the Rental Agreement Summary including any Car Class Change), claim administrative fees (\$50 if the repair estimate is less than \$500, \$100 if between \$500 and \$1499, and \$150 if greater than \$1500), diminishment of value (10% of the repair estimate if the damages are greater than \$499), towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. Renter agrees to pay any taxes, fees and other mandatory charges imposed by states, counties and other governmental and/or airport authorities. If Vehicle is returned during non-business hours or to any place other than the Return Location on the Agreement, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL DW.

7b. For rentals originating in New York: Renter accepts responsibility for all damage to, and loss or theft of, Vehicle, Optional Accessories, and any other part or accessory occurring during the Rental Period, regardless of fault or negligence of Renter or any other person or act of God, to the extent permitted by applicable law, including (i) physical damage to Vehicle (including any part or accessory); (ii) mechanical damage to Vehicle (including any part or accessory) related to an accident; and (iii) physical and mechanical damage to, and loss or theft of, Optional Accessories. Renter also accepts responsibility for loss of Vehicle due to theft occurring during the Rental Period if it is established Renter or AAD(s) failed to exercise reasonable care, or aided or abetted in the commission of the theft of Vehicle. Renter shall provide notice to Owner or appropriate law enforcement agency within twelve hours of learning of the theft of Vehicle. Renter is not responsible for normal wear and tear except in the case of abuse or neglect. The total liability of Renter for which Renter agrees to pay Owner for damage to, loss or theft of, Vehicle shall not exceed the

Enterprise Car Rental Terms and Conditions

lesser of: the actual and reasonable costs that the Owner incurred to repair Vehicle or that the Owner would have incurred if the Vehicle had been repaired, which shall reflect any discounts, price reductions, or adjustments available to the Owner; or if Owner determines Vehicle is salvage or Vehicle is stolen and not recovered, the fair market value of the Vehicle immediately before the damage occurred, as determined in the applicable market for the retail sale of the Vehicle, less any net disposal proceeds. Damages for which Renter is also responsible include but are not limited to: towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. If Optional Accessories are not returned Renter shall pay owner the fair replacement value of the Optional Accessories. If Vehicle is returned during non-business hours or to any place other than Branch Address on Page 1, any damage to Vehicle or Optional Accessories, or loss or theft of Optional Accessories, occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. Owner will not hold Renter liable for any amounts that are recovered from any other party or for damages incurred by Owner for the loss of use of Vehicle and related administrative fees. Upon the request of Renter, Owner shall submit any claims to Renter's insurance carrier and will negotiate with Renter's insurance carrier. Right To Inspect: Failure to completely and accurately fill out and return an incident report within 10 days of receipt of notice may make Renter liable for damages sustained to Vehicle. EXCEPT where the damaged Vehicle is deemed to be a total loss and subject to salvage, Renter or his or her insurer has 72 hours from the return of Vehicle to notify Owner that he/she wishes to inspect the damaged Vehicle. The inspection must be completed within 7 business days of the return date of Vehicle. If Renter or his/her insurer does not request this inspection within the 72-hour period, Renter or his/her insurer will be deemed to have waived this right. If Owner determined the damaged Vehicle to be a total loss and subject to salvage, such 72-hour period for notification or waiver of the wish to inspect the damaged Vehicle shall not apply, and such right to inspect the damaged Vehicle shall expire 10 business days from Renter's receipt of an incident report form and notice from Owner. Upon request of Renter or his/her insurer, Owner will provide (i) the identity of the repairer of, and provide access to, the damaged Vehicle in order to verify the nature and extent of damages, repairs and repair costs, and/or repair estimates; and (ii) a copy of Owner's estimate of the costs of repairing the damaged Vehicle. Twenty days prior to commencing an action against Renter, Owner will provide Renter an additional opportunity to provide the incident report by providing a second notice along with another incident report by certified mail, return receipt requested, and another copy of such notice and report by regular mail, with proof of mailing by production of a certificate of mailing; and if Renter provides Owner with a completed incident report within fifteen days of the receipt of the notice, the applicable provisions of the NY General Business Law shall be satisfied. Renter's rights and responsibilities hereunder may apply to other "authorized drivers" as such term is defined in section 396-z of the NY General Business Law. Such "authorized drivers" and Renter are directed to section 396-z of the NY General Business Law for any further details regarding the nature and extent of his or her liability hereunder and the extent of his or her rights and responsibilities. SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL DW. FOR RENTALS ORIGINATING IN NEW YORK.

Enterprise Car Rental Terms and Conditions

8a. Responsibility to Third Parties. Owner complies with applicable motor vehicle financial responsibility laws as an insured, a state certified self-insurer, bondholder, or cash depositor. Except to the extent required by the motor vehicle financial responsibility laws of the applicable state or otherwise by law, Owner does not extend any of its motor vehicle financial responsibility or provide insurance coverage to Renter, AAD(s), passengers or third parties through this Agreement. If valid automobile liability insurance or self insurance is available on any basis to Renter, AAD(s) or any other driver and such insurance or self insurance satisfies the applicable state motor vehicle financial responsibility law, then Owner extends none of its motor vehicle financial responsibility. However, if Renter and AAD(s) are in compliance with the terms and conditions of this Agreement and if Owner is obligated to extend its motor vehicle financial responsibility to Renter, AAD(s) or third parties, then Owner's obligation is limited to the applicable state minimum financial responsibility amounts. Unless required by law, Owner's financial responsibility shall not extend to any claim made by a passenger while riding in or on or getting in or out of Vehicle. Owner's financial responsibility shall not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract. SEE PARAGRAPH 18 FOR INFORMATION ON OPTIONAL SLP.

8b. For rentals originating in New Jersey Responsibility to Third Parties. The financial responsibility of Owner is equivalent to the minimum amounts by the compulsory liability insurance law of the state in which the vehicle is operated. It is expressly agreed and understood that the owners financial responsibility provided by Owner pursuant to this agreement shall be excess over any other collectible insurance. In the event that there is other collectible insurance which by its terms is also excess, and/or Owner is required to make any liability payment, the Owner's share of any bodily injury and property damage claims or payments is the proportion that Owner's minimum financial responsibility limits bears to the total of all applicable limits. Renter agrees to defend, indemnify, and hold Owner harmless from any claims, liabilities, costs, and expenses arising from Renter's use, operation or possession of the rental vehicle. Owner's financial responsibility shall not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract. SEE PARAGRAPH 18 FOR INFORMATION ON OPTIONAL SLP.

8c. For rentals originating in New York Responsibility. Unless Law Requires, Does Not Extend to: (a) Injuries to the Renter, driver, or passengers while riding in, alighting from, entering or on rented car. (b) Liability imposed upon or assumed by anyone under any worker's compensation act, plan or contract. (c) Bodily injury or property damage occurring while the car is used as a commercial vehicle or for a commercial purpose. (d) Any property owned or rented by or in the care of the Renter. (e) Any bodily injury that is caused intentionally by or at the direction of the Renter or AAD(s). (f) Any bodily injury to an employee of Renter or AAD(s) that occurs during the course of employment. (g) Any bodily injury that occurs while the vehicle is being used or operated to carry persons or property for a fee; and (h) Any bodily injury that occurs while the vehicle is being used or operated by the Renter or AAD(s) in the business of selling, repairing, servicing, storing or parking of vehicles. SEE PARAGRAPH 18 FOR INFORMATION ON OPTIONAL SLP.

9a. Indemnification by Renter: Renter shall defend, indemnify and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses

Enterprise Car Rental Terms and Conditions

incurred by Owner in any manner from this rental transaction, or from the use of Vehicle or Optional Accessories by any person, including claims of, or liabilities to, third parties. Renter may present a claim to Renter's insurance carrier for such events or losses; but in any event, Renter shall have final responsibility to Owner for all such losses. This obligation may be limited if Renter purchases optional DW and/or optional SLP. SEE PARAGRAPHS 17 AND 18 FOR MORE INFORMATION ON optional DW AND optional SLP.

9b. For Rentals originating in New York Indemnification by Renter: Renter shall defend, indemnify, and hold Owner or its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or its affiliate(s) arising from any bodily injury or property damage claim presented by any third party for all amounts in excess of the minimum dollar amounts required to be maintained by the Owner or its affiliate(s) by the applicable motor vehicle financial responsibility laws of the State in which this agreement of rental was executed. Renter agrees to present a claim to their insurance carrier for all such expenses. If Renter has no insurance to cover such events or losses, Renter agrees to pay Owner or its affiliate(s) for such losses. Renter agrees to further indemnify and hold Owner or its affiliate(s) harmless to the extent permitted by law from attorney fees that are incurred or may be incurred in defending or prosecuting any claims, actions, causes of action, lawsuits or controversies that are brought by or against Owner or its affiliate(s) arising from the Renter's use, operation or possession of the rented vehicle or Optional Accessories. SEE PARAGRAPHS 17 AND 18 FOR INFORMATION ON OPTIONAL DW AND OPTIONAL SLP.

10. Personal Injury Protection and Uninsured/Underinsured Motorist Protection. Except as required by law, Owner or its affiliate do not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) through this Agreement. If Owner or its affiliate is required by law to provide PIP and/or UM/UIM, Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/UIM limits in excess of the minimum limits required by law.

11. Personal Property. Owner is not responsible for any damage to, loss or theft of Renter's personal property or data contained therein, whether the damage or theft occurs during or after termination of the rental regardless of fault or negligence. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises. Owner is not liable for and Renter shall defend, indemnify and hold Owner and its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or its affiliate(s) or in any way arises out of Renter's or Renter's passengers failure to remove any personal property, including but not limited to data or records of Renter or Renter's passengers downloaded or otherwise transferred to Vehicle. Owner is not responsible for and Renter releases Owner 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 Vehicle. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises. **SEE PARAGRAPH 19 FOR INFORMATION ON OPTIONAL PAI/PEC.**

Enterprise Car Rental Terms and Conditions

12. Use in Mexico. Vehicle shall not be taken into Mexico without Owner's prior written consent. Even with Owner's prior written consent, DW, PAI/PEC and SLP do not apply to accidents or events that occur in Mexico. Renter must maintain or purchase insurance which shall apply in Mexico, as specified and approved by Owner, prior to taking Vehicle into Mexico.

13. Third Party Proceeds. If a third party, including, without limitation, an insurance company, authorizes payment of any amount owed by Renter under this Agreement, Renter hereby assigns to Owner Renter's right to receive such payment. Only those amounts actually paid by a third party to Owner shall reduce the amount owed by Renter under this Agreement; provided however, certain third parties may have agreed to pay Owner a flat fee for this rental in lieu of Owner's "/day" charges or the per diem benefits under the applicable insurance policy. In such event the flat fee might exceed or be less than: the normal "/day" charges as calculated under this Agreement; or their party's per diem benefits. Regardless of the amounts paid under such flat fee agreement, third party payments shall not be applied to: vehicle upgrades or optional products (beyond those provided by the third party); or, rental days beyond those specified by the third party. Renter remains responsible for all charges not paid by the third parties, such as charges for vehicle upgrades, optional products, extra rental days, and all other charges.

14. Power of Attorney. Renter hereby grants and appoints to Owner a Limited Power of Attorney:

a. to present insurance claims of any type to Renter's insurance carrier and/or credit card company if:

i. Vehicle is damaged, lost or stolen during the Rental Period and if Renter fails to pay for any damages; or

ii. Any liability claims against Owner arise in connection with this rental transaction and Renter fails to defend, indemnify and hold Owner harmless from such claims.

b. to endorse Renter's name to entitle Owner to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

15. Severability. If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect.

16. Limitation of Remedy/No Consequential Damages. If Owner breaches any of its obligations under this Agreement and/or if Vehicle has any mechanical failure or other failure not caused by Renter or AAD(s) and if Owner is liable under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter and AAD(s) and Renter's and AAD(s)' sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the period in which Renter or AAD(s) did not have use of Vehicle or substitute Vehicle. RENTER AND AAD(S) WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE, AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER OR AAD(S). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE

Enterprise Car Rental Terms and Conditions

TO RENTER OR AAD(s). Renter further acknowledges that any personal data or information downloaded or transferred to Vehicle may not be secure and may be accessible after the Rental Period. Renter releases Owner from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party.

17. Optional Damage Waiver.

DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter may purchase optional Damage Waiver (DW) from Owner for an additional fee. If Renter purchases DW, Owner agrees, subject to the actions that invalidate DW listed below, to contractually waive Renter's responsibility for all or part of the cost of damage to Vehicle or any part or accessory and related costs regardless of fault or negligence up to the amount initialed on the Rental Agreement Summary. Notwithstanding anything to the contrary and unless prohibited by law, DW does not apply to Optional Accessories or any liability imposed by law. DW does not apply to damage occurring in Mexico. 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 Vehicle, you have coverage or protection for such damage and the amount of your deductible or out-of-pocket risk.

THE FOLLOWING SHALL INVALIDATE DW:

a. if Vehicle is damaged when used or driven:

- (1) by any person other than Renter or AAD(s) without Owner's prior written consent;**
- (2) by any person if there is reasonable evidence the driver was impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription;**
- (3) by any person committing a felony or otherwise engaged in a criminal act;**
- (4) in a race or speed contest;**
- (5) to tow or push anything;**
- (6) outside of the United States unless authorized on Page 1;**
- (7) under authority of any 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 or if Vehicle is deliberately damaged;**
- (10) on an unpaved road or off road;**

Enterprise Car Rental Terms and Conditions

(11) to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind; or

b. if Renter misrepresents facts to Owner pertaining to rental, use, or operation of Vehicle; or

c. if Vehicle's interior components are stolen or damaged when Vehicle is unlocked or keys are not secured; or

d. if Renter fails or refuses to provide Owner, police, or other authorities with a full report of any accident or vandalism involving Vehicle or otherwise fails to cooperate with Owner, police, or other authorities in the investigation of any accident or vandalism.

e. if Vehicle is stolen and Renter fails to do any of the following:

(1) return the original ignition keys and Owner's key tag identifying Vehicle;

(2) file a police report within 24 hours after discovering the theft;

(3) cooperate fully with Owner, police and other authorities in all matters connected with the investigation of the theft.

(4) ensure that vehicle's ignition is turned off at the time vehicle is stolen.

For rentals originating in New York, Optional Collision Damage Waiver. COLLISION DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF COLLISION DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. Renter may purchase optional Collision Damage Waiver (CDW) from Owner for an additional fee. If Renter purchases CDW, Owner agrees, subject to the actions that invalidate CDW listed below, to contractually waive Renter's responsibility for all of the cost of damage to Vehicle or any part or accessory and related costs regardless of fault or negligence. Notwithstanding anything to the contrary, and unless prohibited by law, CDW does not apply to Optional Accessories. CDW does not apply in Mexico. When deciding whether or not to purchase CDW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to Vehicle, you have coverage or protection for such damage and the amount of your deductible or out-of-pocket risk.

THE FOLLOWING SHALL INVALIDATE DW: A violation of the contract shall exist and DW (Also referred to as Optional Vehicle Protection) is void and shall not apply to the following situations:

a. the damage or loss is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver;

Enterprise Car Rental Terms and Conditions

- b. the damage or loss arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs;**
- c. the rental vehicle company entered into the rental transaction based on fraudulent or materially false information supplied by the Renter or authorized driver;**
- d. the damage or loss arises out of the use of the vehicle while engaged in the commission of a crime other than a traffic infraction;**
- e. the damage or loss arises out of the use of the vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off road, or for driver's training;**
- f. the damage or loss arises out of the use of the vehicle by a person other than: an authorized driver; a duly licensed parent or child over the age of eighteen thereof who permanently resides in the same household; or a parking valet or parking garage attendant for compensation and in the normal course of employment;**
- g. the damage or loss arises out of the use of the vehicle outside of the continental United States and Canada when that use is not specifically authorized by the Agreement;**
- h. the authorized driver has failed to comply with the requirements for reporting damage or loss as set forth in the Agreement.**

18. Optional Supplemental Liability Protection.

THE PURCHASE OF 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 ATTACHED SLP POLICY (SEE RENTAL AGREEMENT SUMMARY). THE ATTACHED POLICY IS ONLY APPLICABLE WHEN RENTER ACCEPTS SLP ON THE RENTAL AGREEMENT SUMMARY AND PAYS FOR SLP. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL INSURANCE POLICY, OR SOME OTHER SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.

SLP Benefits:

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

Enterprise Car Rental Terms and Conditions

responsibility limits referenced above and \$1,000,000 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 Vehicle as permitted in this Agreement. The policy does not provide coverage for any loss arising from the use or operation of Vehicle in Mexico. SLP is available for an additional charge as stipulated on the Rental Agreement 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 Renter or AAD(s) is under the influence of alcohol or drugs, or other substances unless prescribed by a physician; (b) Loss arising out of bodily injury or property damage sustained by the spouse of the operator of the Rental Vehicle; (c) Loss arising out of the operation of Vehicle by any driver who is not Renter or AAD(s); (d) Liability arising out of or benefits payable under any uninsured or underinsured motorist law, in any state; (e) Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault or any similar law to the foregoing, in any state; (f) Bodily injury, 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 Renter or AAD(s); (g) Property damage to property transported or in the care, custody or control of Renter or AAD(s); (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 Agreement.

Report SLP Claims to: Sedgwick CMS, P.O. Box 94950, Cleveland, OH 44101-4950, Phone: 1-888-515-3132 Fax: 1-216-617-2928

19. Optional Personal Accident Insurance (PAI) & Personal Effects Coverage (PEC).

PEC is referred to as Personal Property Coverage policy form on page 15 of this Agreement. PURCHASE OF PERSONAL ACCIDENT INSURANCE (PAI) & PERSONAL EFFECTS COVERAGE (PEC) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE.

THIS IS NOT A POLICY. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE PAI & PEC POLICY. PAI IS ALSO REFERRED TO AS PERSONAL ACCIDENT INSURANCE COVERAGE AND PEC AS PERSONAL PROPERTY COVERAGE. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. THE POLICY NUMBER FOR THE PAI AND PEC PURCHASED BY THE RENTER IS THE RENTAL CONTRACT NUMBER LOCATED ON THE FRONT OF THE RENTAL AGREEMENT.

This optional insurance provides the Renter and the Renter's passengers with Accidental Death, Accident Medical Expenses and Ambulance Expense benefits (PAI). This option also insures the Renter's personal effects against risks of loss or damage as well as the personal effects belonging to any member of the Renter's immediate family who permanently reside in the Renter's

Enterprise Car Rental Terms and Conditions

household and who are traveling with the Renter (PEC). The PAI/PEC is available for an additional charge as stipulated on the rental agreement.

PAI Benefits: Renter Passenger

Accidental Death, Not to exceed \$175,000 \$17,500

(for rentals commencing in NY limits are \$250,000/\$125,000)

Accident Medical Expenses, Not to exceed \$2,500 \$2,500

Accident Ambulance Expense, Not to exceed \$250 \$250

Accident Aggregate, not to exceed \$225,000 per accident (for rentals commencing in NY the aggregate is \$500,000)

.

The above PAI benefits for the renter (person who signs the Agreement as “Renter”) apply to accidents during the rental period whether or not the Renter is actually in the rental vehicle. Passengers are covered only for accidents occurring while they occupy the rental vehicle. PAI may provide a duplication of coverage already furnished by a personal insurance policy or some other source of coverage. Benefits payable under the PAI, however, will be paid in addition to those received from any other source.

PEC Benefits:

\$750 per person; \$2,500 maximum coverage for all covered individuals during the Rental Period.

The PEC benefits apply to those personal effects belonging to the Renter as well as those belonging to any member of the Renter’s immediate family who permanently reside in the Renter’s household and are traveling with the Renter.

PEC may provide duplication of coverage already furnished by a personal insurance policy such as comprehensive Homeowner’s or Tenant’s policy or some other source of coverage. Benefits payable under the PEC, however, will be paid in addition to those received from any other source.

PAI & PEC Exclusions:

For all exclusions, see the PAI & PEC policy issued by Empire Fire and Marine Insurance Company. Here are a few key exclusions:

The PAI shall 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 felony; an

Enterprise Car Rental Terms and Conditions

accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; an accident which occurs while participating as a professional in a prearranged or organized race or testing of a vehicle; war or any act of war; engagement in an illegal occupation; loss arising out of the operation of the vehicle by any driver who is not authorized; nor shall this insurance be in effect if Renter converts the Vehicle or any period the Renter ceases to be the Renter or Lessee of the Rental Agency under the Rental Agreement.

The PEC shall not cover motor vehicles, motor vehicle equipment, motorcycles, water craft, motors, or other conveyances or their appurtenances, furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables, animals. Loss or damage to property while actually being worked upon, or while in the care, custody or control of any common carrier, or loss arising out of the use of the vehicle when such is in violation of the conditions of the rental agreement 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 any rental office of Owner, complete it and return it with a copy of the Agreement to:

Sedgwick CMS, P.O. Box 94950, Cleveland, OH 44101-4950, Phone: 1-888-515-3132 Fax: 1-216-617-2928

20. Roadside Assistance Protection.

When deciding whether or not to purchase **ROADSIDE ASSISTANCE PROTECTION (RAP)**, you may wish to check to determine whether, you have other coverage or protection for such services.

ROADSIDE ASSISTANCE PROTECTION IS NOT INSURANCE. THE PURCHASE OF ROADSIDE ASSISTANCE PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

Renter may purchase RAP from Owner for an additional fee. If Renter purchases RAP, Owner agrees to contractually waive Owner's right to collect from Renter for the following services: (i) lost and damaged key replacement (including remote entry devices), (ii) flat tire replacement (if no inflated spare is available, Vehicle will be towed) and the cost of a replacement tire is not waived, (iii) lockout service (if keys are locked inside Vehicle), (iv) Vehicle jumpstart, and (iv) fuel delivery for up to 3 gallons (or equivalent liters) of fuel if Vehicle is out of fuel. RAP does not waive any charges incurred in Mexico. For rentals originating in New York, Roadside Assistance Program (RAP) does not include replacement of lost keys or remote entry devices.

21. Telematics Notice and Release. Vehicle may be equipped with OnStar or another vehicle telematics system (Telematics System). Some or all Telematics System functionality may or may not be active during the Rental Period and/or may be deactivated automatically and without warning or notice. Renter acknowledges that such systems utilize wireless technology to transmit

Enterprise Car Rental Terms and Conditions

data and, therefore, privacy cannot be guaranteed and is specifically disclaimed by Renter. Unless prohibited by law, Renter authorizes any person's use or disclosure of or access to (i.) location information, (ii.) automatic crash notification to any person for use in the operation of an automatic crash notification system, (iii.) disable Vehicle and (iv.) operational condition, mileage, diagnostic and performance reporting of Vehicle. Renter shall inform any and all AAD(s) and passengers of the terms of this section and that Renter has authorized use, disclosure or access as provided for herein. Renter releases Owner and agrees to indemnify, defend and hold harmless Owner, operator of the Telematics System, wireless carrier(s) and other suppliers of components or services and their respective employees, officers, directors and agents from any damage (including incidental and/or consequential damages) to persons (including without limitation Renter, an AAD(s) and passengers) or property caused by failure of the telematics system to operate properly or otherwise arising from the use of the Telematics System by Renter, an AAD or Owner. Use of the Telematics System is subject to the terms and conditions and privacy statement (Telematics Terms) posted by the applicable Telematics System provider and/or vehicle manufacturer (in the case of OnStar, Telematics Terms are available at www.onstar.com), which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information, and user responsibilities. By signing this Agreement, Renter authorizes the provision of such telematics services in accordance with, and agrees to be bound by, the Telematics Terms. Third party service providers are not agents, employees, or contractors of Owner.

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

23. Release of Information to Third Parties. Renter agrees Owner may, and Renter expressly authorizes Owner, to provide information in Owner's possession about Renter and AAD(s), including but not limited to such driver's name, address, cellular/mobile and other phone numbers, driver's license and/or credit/debit card information to applicable authorities or other third parties, in connection with this Agreement including, without limitation, providing Renter's personal data to third parties which conduct services on Owner's behalf (such as consumer satisfaction surveys) and consent to Owner or Owner's representatives contacting Renter.

24. Choice of Law. All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State where this Agreement is executed by Renter without giving effect to the conflict of laws provisions of such State.

25. Mandatory Arbitration Agreement. RENTER AND OWNER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. RENTER AND OWNER AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR OWNER'S PRODUCTS AND SERVICES, CHARGES, ADVERTISINGS, OR RENTAL VEHICLES. RENTER AND OWNER AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON A

Enterprise Car Rental Terms and Conditions

CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Arbitration Agreement is to be broadly interpreted and applies to all claims based in contract, tort, statute, or any other legal theory; all claims that arose prior to or after termination of the Rental Agreement; all claims Renter may bring against Owner's employees, agents, affiliates or representatives; and all claims that Owner may bring against Renter. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction. The parties also agree that claims involving a third party insurance company ostensibly providing coverage to Renter or any AAD or the application of Owner's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

(1) Procedure. A party 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. The Notice to Owner should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Owner and Renter do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement, however, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The AAA rules are available online at www.adr.org. The arbitration will be confidential and hearings will take place in the federal judicial district of your Rental Location.

(2) Arbitrator's Authority: The arbitrator is bound by this Agreement, the Federal Arbitration Act ("FAA") and AAA's Consumer 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 this agreement, including whether it is void. The parties 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. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.

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

(4) Governing Law and Enforcement: The FAA applies to this Arbitration Agreement and governs whether a claim is subject to arbitration. This Arbitration Agreement was drafted in

Enterprise Car Rental Terms and Conditions

compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of the Arbitration Agreement remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

26. Customer Privacy. The information you provide to Owner is stored and used in accordance with Owner's privacy policy, which is available at www.enterprise.com/about/privacyPolicy.html, which may be amended from time to time and which is incorporated herein by reference. Questions regarding privacy should be directed to: privacy@ehi.com; 1 (877) 858-3884 or Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

27. 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.

Owner is an affiliate of Enterprise Holdings Inc., which owns all rights to Enterprise names and marks.

SUPPLEMENTAL RENTAL LIABILITY INSURANCE NEW YORK – DECLARATIONS

Policy No: See "Rental Agreement" Number .

Carrier: Empire Fire and Marine Insurance Company

13810 FNB Parkway, PO Box 542003

Omaha, Nebraska 68154-8003

ITEM 1. "RENTAL AGENCY"

The Renter Company shown in the referenced "Rental Agreement"

ITEM 2. "INSURED" ("Renter" of vehicle)

The "Renter" shown in the referenced "Rental Agreement"

ITEM 3. COVERAGE PERIOD: Duration of vehicle rental (See Section II. Coverage Period)

ITEM 4. LIMIT OF LIABILITY:

The difference between \$1 million combined single limit each accident "bodily injury" and "property damage" and the "Underlying Insurance" described in ITEM 5. **There is no deductible.**

Enterprise Car Rental Terms and Conditions

ITEM 5. “UNDERLYING INSURANCE”: The greater of:

A. \$ 25,000. Each Person - Bodily Injury

\$ 50,000. Each Person - Death

\$ 50,000. Each Accident - Bodily Injury

\$100,000. Each Accident - Death

\$ 10,000. Each Accident - Property Damage;

As provided under the terms of the “Rental Agreement”; or

B. Any other higher Automobile Liability limits (other than “Supplemental Rental Liability Insurance”) which are provided by the “Rental Agreement” or have been prearranged or contracted between the “Rental Agency” and “Renter”.

ITEM 6. Premium Rate: \$13.80 Per Car, Per Day of Rental

IT IS HEREBY AGREED AND UNDERSTOOD, THE “RENTER” IS NOT REQUIRED TO PURCHASE THIS INSURANCE IN ORDER TO RENT A VEHICLE.

IT IS FURTHER AGREED THAT THESE INSURANCE COVERAGES OFFERED MAY PROVIDE A DUPLICATION ON COVERAGE ALREADY PROVIDED BY A RENTER’S PERSONAL AUTOMOBILE INSURANCE, HOMEOWNER’S INSURANCE, PERSONAL LIABILITY INSURANCE, OR OTHER SOURCE OF COVERAGE.

This policy is governed by the laws of the jurisdiction in which it is delivered. The provisions hereinafter contained are part of this policy as fully as if recited over the signatures hereto affixed. IN WITNESS WHEREOF, Empire Fire and Marine Insurance Company has caused this policy to be signed by its President and Secretary.

President Secretary

PROVISIONS

Throughout this policy the words “we”, “us” or “our” refer to the Insurance Company named in the Declarations. The words “you” or “your” refer to an “Insured”. In addition, certain words or phrases identified by quotation marks are defined in PART VIII - Definitions.

I. Coverage Agreements

A. This policy provides excess auto liability insurance and only applies to a “loss” involving “bodily injury” and “property damage” caused by an “accident” and resulting from the use of a “Rental Vehicle” identified in the referenced “Rental Agreement” during the coverage period.

Enterprise Car Rental Terms and Conditions

B. This is excess insurance and only applies to those coverages for which underlying limits of liability are shown on the Declarations of this policy.

C. Subject to **A. & B.** above, we will pay for the amounts of “loss”

1. Exceeding the limits of liability of all “Underlying Insurance” stated in **ITEM 5** of the Declarations but only for the hazards insured in such “Underlying Insurance” and

2. Only up to the limit of liability stated in the Declarations of this policy as our limits of liability.

D. When the obligations of Underlying Insurers or Self-Insurers to defend you against suits or reimburse you for defense fees, costs, and expenses you incur stops because a limit of liability has been exhausted, we will pay for the reasonable additional defense fees, costs and expenses you incur in the defense of suits even if the allegations of the suit are groundless, false or fraudulent. Our duty to defend or settle ends when the Limit of Liability has been exhausted by payment of judgments or settlements. Defense fees, costs, and expenses, whether incurred by us or by you and which are covered under this policy, are in addition to our limit of liability.

E. All provisions of the immediate “Underlying Insurance” are considered as part of this policy except any obligation to investigate, defend or pay for such costs and expenses of your defense.

II. Coverage Period

A. Coverage is effective when an “Insured” takes possession of the “Rental Vehicle” and ends the earlier of

1. the termination of the “Rental Agreement”,
2. return of the “Rental Vehicle” to the “Rental Agency” or its designated representative,
3. thirty (30) consecutive days from the effective date of coverage.

III. Who Is An Insured

A. “Insured” means:

1. A “Renter” who has:

- a. Entered into the referenced “Rental Agreement” with the “Rental Agency” shown in the Declarations; and
- b. Elected under the “Rental Agreement” to purchase optional “Supplemental Rental Liability Insurance”; and
- c. Paid for optional “Supplemental Rental Liability Insurance”.

Enterprise Car Rental Terms and Conditions

2. Additional “Authorized Drivers” whose names appear on the “Rental Agreement”, where the “Renter” has complied with paragraphs, A.1.a., b., and c. above.

B. “Insured” does not mean:

1. The “Rental Agency” or owner of the “Rental Vehicle”, or
2. Any employee, representative or family member of the “Rental Agency”; or
3. Any driver who is not an “Authorized Driver” under the terms of the “Rental Agreement”, or whose name does not appear on the “Rental Agreement”.

IV. Limit of Insurance

A. Regardless of the number of “Insureds”, “Rental Vehicles”, premiums paid, or claims made, the most we will pay for “loss” or “damage” is the difference between the limits of liability provided by the “Underlying Insurance” and the limit shown in ITEM 4 of the Declarations.

B. The “bodily injury” liability limit for each person as set forth in the Declarations, and anywhere else in the Policy, is the limit of our liability for all damages arising out of “bodily injury” sustained by one person as a result of any one occurrence. Any claims for damages for loss of services and care, including but not limited to loss of consortium or injury to the relationship, shall be included in the “bodily injury” liability limit for each injured person.

V. Exclusions

This insurance does not apply to:

A. Expected or Intended Injury - “Bodily Injury” or “property damage” expected or intended from the standpoint of an “Insured”.

B. Workers’ Compensation - Any obligation for which an “Insured” or the “Insured’s” insurer may be held liable under any workers’ compensation, disability benefits or unemployment compensation law or any similar law.

C. Employee Indemnification - “Bodily Injury” to an employee of an “Insured” arising out of and in the course of employment by an “Insured”.

This exclusion applies:

1. Whether an “Insured” may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Enterprise Car Rental Terms and Conditions

D. Fellow Employee - "Bodily Injury" to any fellow employee of an "Insured" arising out of and in the course of the fellow employee's employment but only if such fellow employee is eligible for coverage under any workers' compensation, unemployment compensation or disability benefits law, or any similar law.

E. Care, Custody or Control - "Property damage" to or covered pollution cost or expense involving property transported by an "Insured" or in an "Insured's" care, custody or control.

F. Pollution - "Bodily Injury" or "Property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

1. That are or that are contained in any property that is:

a. Being transported or towed by, handled, or handled for movement into, onto or from, the covered auto:

b. Otherwise in the course of transit by or on behalf of an "Insured"; or

c. Being stored, disposed of, treated or processed in or upon the covered auto;

2. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by an "Insured" for movement into or onto the covered auto; or

3. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered auto to the place where they are finally delivered, disposed of or abandoned by an insured. Paragraph 1. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered auto or its parts, if: The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

G. War - "Bodily Injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

H. Liability arising out of the any prohibited uses of the "Rental Vehicle", including but not limited to:

1. Carrying people or property for hire;

2. Use of vehicle in the commission of a crime;

3. Use in any speed or demolition contest;

4. Towing or pushing anything; or

Enterprise Car Rental Terms and Conditions

5. Driving into or within Mexico.

I. Liability for “Damage” to the “Rental Vehicle”.

J. “Loss” or “Damage” intentionally caused by an “Insured”.

K. Liability arising out of the use of a “Rental Vehicle” which was obtained through a “Rental Agreement” based on fraudulent information.

L. Punitive or exemplary damages.

M. “Loss” arising out of an “accident” which occurs while the operator of the “Rental Vehicle” is under the influence of alcohol or drugs, or other substances unless used as prescribed by a physician.

N. Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault law or any similar law to the foregoing, in any state.

O. “Loss” arising out of uninsured or underinsured motorists coverage.

P. “Loss” arising out of the operation of a “Rental Vehicle” by a driver who is not an “Insured”.

Q. “Loss” arising out of “bodily injury” or “property damage” sustained by the spouse of the operator of the “Rental Vehicle”.

VI. Policy Territory

We cover losses which occur during the “Coverage Period” within the United States and Canada, but only if the “Loss” arises out of a vehicle which is rented in the state of New York. Policy territory does not include Mexico.

VII. Conditions

A. Insureds Duties After Loss: Whenever it appears that a “loss” is a likely to involve this policy, notice thereof shall be given to us, any “Agent” of Empire Fire and Marine Insurance Company or any office of the “Rental Agency”. Such notice shall be deemed notice to Empire Fire and Marine Insurance Company. Additionally, each involved “Insured” must fully cooperate in the investigation, settlement or defense of the “loss”. Failure to give any notice required by this policy within the time prescribed shall not invalidate any claim made by the “Insured” or by any other claimant if it shall be shown such notice was given as soon as reasonably possible.

B. Premium: The premium for this policy shall be as stated in the Declarations.

C. Expenses: If, at our request an “Insured” has incurred attorney fees, court costs or other expenses including interest in the investigation or defense of claims, suits, or other legal proceedings, we will be responsible for payment of them. We are not responsible for salaries or

Enterprise Car Rental Terms and Conditions

expenses of an “Insured” or any “Insured’s” employee in the investigation or defense of a claim, suit, or other legal proceeding without our prior consent.

D. Subrogation: In the event of any payment under this policy, we shall participate with any “Insured” and any Underlying Insurer or Self-Insurer in the exercise of all of an “Insured’s” rights of recovery against any person or organization liable therefore. An “Insured” must do everything necessary to secure our rights and must do nothing after “Loss” to impair them. The apportionment of any amounts recovered shall be in the following order:

1. Any party, including you, who has paid an amount above payment by this policy, shall be reimbursed up to the amount they have paid.
2. From any remaining balance, we will then be reimbursed up to the amount we have paid.
3. From any remaining balance, amounts paid by and Underlying Insurers or Self-Insurers shall then be reimbursed. Expenses and costs necessary to the recovery of an amount shall be apportioned between all parties in the ratio of their recovery. If the attempt to recover is totally unsuccessful, expenses and costs will be apportioned in the ratio of the amounts each party sought to recover.

E. Suit: No Action can be brought by you unless the provisions of this policy have been complied with and the amount of your obligation to pay has been decided. Any person, organization or their legal representative is entitled to recover under this policy after they have secured a judgment or written agreement against you. Recovery is limited to the extent of the insurance afforded by this policy. No person or organization has any right under this policy to include us in any direct action against you to determine your liability nor will we be brought into such an action by you or your representative. If you or your estate becomes bankrupt or insolvent, it does not change any of our obligations under this policy.

F. Notice of Suit: Notice to the “Rental Agency”, “Agent” or to us is notice to us.

G. Changes: This policy together with the “Rental Agreement” constitutes the entire contract of insurance. No “Agent” or “Rental Agency” has authority to change this policy or waive any of its provisions.

H. Other Insurance: When you are covered by insurance other than this policy and the “Underlying Insurance”, that other insurance is excess.

I. Transfer Of Duties When A Limit Of Insurance Is Used Up:

1. If we conclude that, based on “accidents”, claims or suits which have been reported to us and to which this insurance may apply, the Limit Of Insurance is likely to be used up in the payment of judgments or settlements, we will notify the “Insured”, in writing, to that effect.
2. When the Limit Of Insurance has actually been used up in the payment of judgments or settlements:

Enterprise Car Rental Terms and Conditions

a. We will notify the “Insured”, in writing, as soon as possible, that:

(1) Such limit has actually been used up; and

(2) Our duty to defend suits seeking damages subject to that limit has also ended.

b. We will initiate, and cooperate in, the transfer of control, to any appropriate “Insured”, of all claims and suits seeking damages which are subject to that limit and which are reported to us before that limit is used up. That “Insured” must cooperate in the transfer of control of said claims and suits. We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the appropriate “Insured” is cooperating in completing such transfer. We will take no action whatsoever with respect to any claim or suit seeking damages that would have been subject to that limit, had it not been used up, if the claim or suit is reported to us after that limit of insurance has been used up.

c. The “Insured”, and any other “Insured” involved in a suit seeking damages subject to that limit, must arrange for the defense of such suit within such time period as agreed to between the appropriate “Insured” and us. Absent any such agreement, arrangements for the defense of such suit must be made as soon as possible.

3. The “Insured” will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2.b. above. The duty of the “Insured” to reimburse us will begin on:

a. The date we sent notice in accordance with Paragraph 1. above; or

b. The date on which we sent notice in accordance with Paragraph 2.a. above, if we did not send notice in accordance with Paragraph 1. above.

4. The exhaustion of the Limit Of Insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

J. Cancellation: The “Insured” may cancel this “Supplemental Rental Liability Insurance” at any time and any unearned premium will be refunded in accordance with applicable law.

VIII. Definitions

A. “Accident” includes continuous or repeated exposure to the same conditions resulting in “bodily injury” or “property damage”.

B. “Agent” means an employee of the “Rental Agency” authorized and licensed to rent cars and sell this insurance.

Enterprise Car Rental Terms and Conditions

C. "Authorized Driver" means any individual who has a valid driver's license, meets the rental requirements as stated in the "Rental Agreement" and is listed on the "Rental Agreement" as an "Authorized Driver".

D. "Bodily Injury" means bodily injury, sickness or disease sustained by a person as well as any injury damage or loss of services or care to others resulting from such bodily injury, sickness or disease, including but not limited to loss of consortium or injury to the relationship. "Bodily Injury" shall also include death resulting from any of the above. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

E. "Insured" means the person or organization qualifying as an insured in Section III. Who Is An Insured.

F. "Loss" means amounts paid in settlement of a claim or judgment for which you are legally liable. The amounts are subject to deductions for subrogation, salvage, and any recoveries available. Loss does not include costs of defense, interest on judgments, or other expenses paid in defense or investigation of the claim.

G. "Pollutants" mean any liquid, gaseous, or thermal irritant contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

H. "Property Damage" and "Damage" mean destruction of or loss of use of tangible property.

I. "Rental Agency" means the company that owns and rents or leases the "Rental Vehicle".

J. "Rental Agreement" means the rental contract by which the "Rental Agent" rents or leases the "Rental Vehicle".

K. "Rental Vehicle" means the motor vehicle rented or leased by a "Renter" from the "Rental Agent".

L. "Renter" means the person or organization shown on the "Rental Agreement" as renting or leasing a motor vehicle from the "Rental Agency".

M. "Supplemental Rental Liability Insurance" means optional liability insurance elected by a "Renter" at the origin of a "Rental Agreement".

N. "Underlying Insurance" means the insurance listed on the Declarations of this policy, which provides the layer of coverage immediately preceding the layer of coverage by this policy. Underlying Insurance also means any plan of risk retention in which a program or procedure has been established, other than insurance to meet the adverse result of a "loss".

FOR SERVICE RELATED INQUIRIES OR TO REPORT A CLAIM, PLEASE CONTACT:

Enterprise Car Rental Terms and Conditions

EMPIRE FIRE AND MARINE INSURANCE COMPANY: TOLL FREE: 800-987-3373

PERSONAL ACCIDENT INSURANCE COVERAGE – DECLARATIONS (APPLIES TO NY RENTALS onLY)

Policy No: See “Rental Agreement” Number .

Carrier: Empire Fire and Marine Insurance Company

13810 FNB Parkway, PO Box 542003

Omaha, Nebraska 68154-8003

Item 1. “RENTAL AGENCY”

The Rental Company shown in the referenced “Rental Agreement”

Item 2. “INSURED” (“Renter” of vehicle)

The “Renter” shown in the referenced “Rental Agreement”

Item 3. COVERAGE PERIOD: Duration of vehicle rental (See Section I.B. Coverage Period)

Item 4. Premium Rate: \$6.65 Per Van Per Day \$3.90 Per Car, Per Day Of Rental

Item 5. Benefits Schedule: Renter Passenger

Accidental Death, Not to exceed: \$250,000 \$125,000

Accident Medical Expenses, Not to exceed: \$2,500 \$2,500

Accident Ambulance Expense, Not to exceed: \$250 \$250

Aggregate Limit of Liability per Accident \$500,000

There is no deductible

FOR SERVICE RELATED INQUIRIES OR TO REPORT A CLAIM, PLEASE CONTACT:

EMPIRE FIRE AND MARINE INSURANCE COMPANY: TOLL FREE: 800-987-3373

This policy is governed by the laws of the jurisdiction in which it is delivered.

Enterprise Car Rental Terms and Conditions

The provisions hereinafter contained are part of this policy as fully as if recited over the signatures hereto affixed.

IN WITNESS WHEREOF, Empire Fire and Marine Insurance Company has caused this policy to be signed by its President and Secretary.

President Secretary

POLICY PROVISIONS

In consideration of the premium, we will provide the following benefits, subject to the terms and conditions of the policy. Throughout this policy the word, “we”, “us” or “our” refer to the Company named in the Declarations. The words “you” or “your” refer to the “Insured”. In addition, certain words or phrases identified by quotation marks are defined in **SECTION III - DEFINITIONS**.

SECTION I - PLAN OF INSURANCE

A. COVERAGE

This policy provides insurance for “bodily injury” or death sustained by an “insured” caused by an accident and resulting from the use of a “rental vehicle” identified in the referenced “rental agreement” during the coverage period. This policy also provides insurance for “bodily injury” or death sustained by a “passenger” while within the enclosed portion of a “rental vehicle” during the coverage period.

B. COVERAGE PERIOD

Coverage is effective when an “insured” takes possession of the “rental vehicle” and ends the earlier of:

1. The termination of the “rental agreement”,
2. Return of the “rental vehicle” to the “rental agency” or its designated representative,
3. Thirty (30) consecutive days from the effective date of coverage.

C. WHO IS AN INSURED

1. “Insured” means:

a. A “renter” who has:

(1) Entered into the referenced “rental agreement” with the “rental agency” shown in the Declarations;

Enterprise Car Rental Terms and Conditions

- (2) Elected under the “rental agreement” to purchase optional Personal Accident Coverage; and
- (3) Paid for optional Personal Accident Coverage.

b. Additional “Authorized Drivers” whose names appear on the “Rental Agreement”, where the “Renter” has complied with paragraphs, C.1.a. (1) through (3) above.

c. Any “passenger” of the “renter”.

2. “Insured” does not mean:

a. The “rental agency”, or owner of the “rental vehicle”; or

b. Any employee, agent or family member of the “rental agency”; or

c. Any driver who is not an “authorized driver” under the terms of the “rental agreement”.

D. ACCIDENTAL DEATH BENEFIT - RENTEE

If a “renter” insured under this policy sustains “bodily injury” during the coverage period which independently of all other causes, results in death and such death occurs within twelve (12) months following such “bodily injury”, then we will pay the amount shown in the Benefits Schedule on the Declarations. However, in no event will the total amount paid exceed the limits shown on the Declarations page.

E. ACCIDENTAL DEATH BENEFIT - PASSENGER

If a “passenger” sustains “bodily injury” while within the enclosed portion of the “rental vehicle”, which independently of all other causes is the proximate cause of death, and such death occurs within twelve (12) months following such “bodily injury”, then we will pay the amount shown in the Benefits Schedule of the Declarations. However, in no event will the total amount exceed the limits shown in the Benefits Schedule on the Declarations page.

F. ACCIDENT MEDICAL EXPENSE BENEFITS - RENTER

If a “renter” insured under this policy sustains “bodily injury” during the coverage period which does not result in death, but within 30 days following the date of the accident, and upon the recommendation of a “physician” requires:

1. Confinement to a “hospital”;

2. Treatment by a “physician”;

3. Transportation to or from a “hospital” by a professional “ambulance service”; and/or

Enterprise Car Rental Terms and Conditions

4. Services rendered by a “registered nurse” (RN), Licensed Practicing Nurse (LPN), or Nurse Practitioner (NP);

Then we will pay up to the limit of coverage for usual and customary charges for such confinement, treatment, services and supplies; however, in no event will the total amount exceed the limits shown in the Benefits Schedule on the Declarations page.

G. ACCIDENT MEDICAL EXPENSE BENEFITS PASSENGER

If a “passenger” insured under this policy sustains “bodily injury” while within the enclosed portion of the “rental vehicle” during the “coverage period” which does not result in death, but within 30 days following the date of the accident, and upon the recommendation of a “physician” requires:

1. Confinement to a “hospital”;
2. Treatment by a “physician”;
3. Transportation to or from a “hospital” by a professional “ambulance service”; and/or
4. Services rendered by a “registered nurse” (RN), License Practicing Nurse (LPN), or Nurse Practitioner (NP);

Then we will pay up to the limit of coverage for usual and customary charges for such confinement, treatment, services and supplies; however, in no event will the total amount exceed the limits shown in the Benefits Schedule on the Declarations page.

H. REPATRIATION COVERAGE

We will pay for the expense to send back or return the deceased “renter” or “passenger” to the country of birth, citizenship or current residence. The Death Benefit limit of liability shown on the Declarations page will be reduced by such expense. In no event will the total amount paid exceed the limits shown on the Declarations page for the Death Benefit.

I. LIMIT OF INSURANCE

Regardless of the number of “renter”, “passengers” or claims made, the maximum amount of our liability per accident will not exceed the Aggregate Limit shown in the Benefits Schedule on the Declarations.

J. EXCLUSIONS

This policy does not insure, nor will any payment of any kind be made for “bodily injury” caused wholly or partly, directly or indirectly by:

Enterprise Car Rental Terms and Conditions

1. An accident that occurs while under the influence of alcohol or narcotics, unless prescribed by a “physician”;
2. Suicide, attempted suicide or intentionally self-inflicted injury;
3. Engagement in an illegal occupation or activity, committing or attempting to commit a felony;
4. Travel in any manner other than within the enclosed portion of the “rental vehicle”, this exclusion only applies to the “passenger”.
5. An accident that occurs while participating as a professional in a prearranged or organized race or testing of a vehicle;
6. “Bodily injury” expected or intended from the standpoint of the “insured”;
7. Loss arising out of the operation of the “rental vehicle” by any driver who is not authorized by the “rental agency” to operate the “rental vehicle”;
8. Liability arising out of, or benefits payable under, any uninsured or underinsured motorist law, first party benefit law or no-fault law, or any similar law to the foregoing, in any state;
9. ”Bodily Injury” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
10. We will make no payment if the “renter” converts the vehicle rented from the Lessor. For the purposes of this Policy, we will deem the “renter” to have converted the “rental vehicle” whenever the “rental vehicle” is not returned to the “Rental agency” by the return date or by the extended return date as shown in the “rental agreement”.
11. Aircraft travel, except as a passenger in a licensed aircraft on regularly scheduled flight;

SECTION II - CONDITIONS

A. GENERAL CONDITIONS

1. **PREMIUM.** The premium for this policy shall be as stated in the declarations.
2. **CHANGES.** This policy together with the “rental agreement” constitutes the entire contract of insurance. Neither the “rental agency” nor its agents has authority to change this policy or waive any of its provisions.
3. **TERMINATION.** This coverage will terminate at the time an “insured” ceases to be a “renter” of the “rental agency” under the “rental agreement”.

Enterprise Car Rental Terms and Conditions

4. **POLICY TERRITORY.** We cover losses that occur during the Coverage Period within the United States, Its territories and possessions, Puerto Rico and Canada, but only if the loss arises out of a “rental vehicle” which is rented in the state of New York. The Policy Territory does not include Mexico.

5. **CANCELLATION:** The “Insured” may cancel this Personal Accident Coverage at any time and any unearned premium will be refunded in accordance with applicable law.

B. LOSS CONDITIONS

1. **NOTICE OF CLAIMS:** Written notice must be given to us within twenty (20) days of the accident resulting in injury to an “insured” covered by this policy. If notice cannot be given within that time, notice must be given as soon as reasonably possible but no later than one year after the accident date or the date loss commences. Notice must include the name of the “insured” and beneficiary, if any. Notice must also include the Policy Number. Notice given by or on behalf of the person insured to the Company at its administrative office, with information sufficient to identify the person insured, including a death certificate, will be deemed notice to the Company.

2. **CLAIM FORMS:** Upon our receipt of notice of a claim, we will send forms for filing proof of loss. If such forms are not furnished within fifteen (15) days, the claimant will meet the Proof of Loss requirements by giving us written proof of the nature and extent of the loss within the time limit stated in Section II, B. 3 of this policy.

3. **PROOF OF LOSS:** Written proof of loss must be furnished to us at its administrative office within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required. Furthermore, you must see that the following are done as often as we reasonably require:

- a. Provide us with records and documents we request and permit us to make copies; and
- b. Provide statements, submit to questions under oath, and sign and swear to them.

4. **TIME PAYMENT OF CLAIMS:** We will pay all benefits payable under this Policy upon acceptance of due written proof of loss.

5. **PAYMENTS OF CLAIMS:** Benefits will be payable in accordance with the provisions effective at the time of payment. Benefits shall be payable to the beneficiary designated by the “Renter”. If no beneficiary is designated, payment will be made to the estate of the “Renter”. With regard to an insured “Passenger”, benefit provided by this Policy due to death will be payable only to the estate of the insured “Passenger”.

Enterprise Car Rental Terms and Conditions

If the “insured” requests in writing, we will have the option of paying all or any portion of any benefits provided by this Policy on account of hospital, nursing, medical, dental or surgical service directly to the hospital or person rendering such services; but it is not required that the service be rendered by a particular hospital or person.

6. **PHYSICAL EXAMINATIONS:** We will have the right and opportunity, at our own expense, to examine the person of any claimant when and as often as it may reasonably require during the pendency of a claim hereunder, and to perform an autopsy in case of death where it is not forbidden by Law.

7. **LEGAL ACTION:** No action or proceeding for the recovery of any claim under this policy will be sustainable in any court of law or equity unless it is commenced within three (3) years after the time written proof of loss is required to be furnished. If by the laws of the State within which this policy is issued such limitation is invalid, then any such claims will be void unless such action, suit or proceeding is commenced within the shortest limit of time permitted by the laws of such State.

8. **OTHER INSURANCE:** Other insurance may be available to cover your loss. If so, we will pay in addition to other such insurance. In no event will the total amount exceed the policy aggregate limit shown in the Benefits Schedule on the Declarations page.

SECTION III- DEFINITIONS

A. “Agent” means an employee of the “Rental Agency” authorized and licensed to rent cars and sell this insurance.

B. “Ambulance Expense” means the expense actually insured for necessary “Ambulance Service”.

C. “Ambulance Service” means professional ambulance service transportation to or from a “Hospital”.

D. “Authorized Driver” means any individual who has a valid driver’s license, meets the rental requirements as stated in the “rental agreement” and is listed on the “rental agreement” as an “authorized driver”.

E. “Bodily injury” means sudden and accidental physical injury. It does not mean mental or emotional injury or distress or sickness or disease, sustained by an “insured”.

F. “Hospital” means an institution operated pursuant to law for the care and treatment of sick and injured persons, with twenty-four hour nursing service by a registered graduate nurse and organized facilities for the diagnosis, X-ray and major surgery.

G. “Insured” means the person or organization qualifying as an insured in SECTION I, Part C. Who Is Insured.

Enterprise Car Rental Terms and Conditions

H. "Passenger" means anyone other than the "Renter" who is within in the enclosed portion of the "rental vehicle" with the "renter's" permission during the coverage period.

I. "Physician" means only a qualified medical or osteopathic physician or surgeon legally licensed to practice medicine.

J. "Rental Agency" means the company that owns and rents or leases the "rental vehicle".

K. "Registered Nurse" means a graduate registered nurse (R.N.) other than a nurse who:

1. Ordinarily resides in the home of the "insured";
2. Is a spouse, parent, brother, sister or child of the "Insured"; or
3. Is a parent, brother, sister or child of the "insured's" spouse.

L. "Rental agreement" means the written rental contract by which the "rental agency" rents or leases the "rental vehicle".

M. "Rental vehicle" means the motor vehicle rented or leased by a "renter" from the "rental agency" and described in the "rental agreement".

N. "Renter" means the person or organization shown on the "rental agreement" as renting or leasing a motor vehicle from the "rental agency", and whose name is listed first in the "rental agreement".

REQUIRED DISCLOSURE STATEMENT NEW YORK

This policy provides insurance only for ACCIDENTS. It does NOT provide basic hospital, basic medical or major medical insurance, as defined by the New York State Department of Financial Services.

IMPORTANT NOTICE THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

This Policy provides: An accidental death benefit and an accidental medical and "ambulance expense" benefit arising during the period of time you have rented a vehicle.

This disclosure statement is a very brief summary of your policy. The policy itself sets forth the rights and obligations of both you and the Insurance Company. It is therefore important that you READ YOUR POLICY carefully.

The expected benefit ratio for this policy is 50%. This ratio is the portion of future premiums which the company expects to return as benefits, when averaged over all people with this policy.

This is your policy. Please keep it in a safe place.

Enterprise Car Rental Terms and Conditions

PERSONAL PROPERTY COVERAGE

DECLARATIONS

Policy No: See "Rental Agreement" Number .

Carrier: Empire Fire and Marine Insurance Company

13810 FNB Parkway, PO Box 542003

Omaha, Nebraska 68154-8003

Item 1. "RENTAL AGENCY":

The Rental Company referenced in the "Rental Agreement"

Item 2. "INSURED" ("Renter of vehicle):

The "Renter" shown in the referenced "Rental Agreement"

Item 3. COVERAGE PERIOD: Duration of vehicle rental (See Section I.B. Coverage Period)

Item 4. Premium Rate: \$ 3.50 Per Car, Per Day Of Rental • Premium Rate: \$ 5.50 Per Van, Per Day Of Rental

Item 5. Benefits Schedule: Personal Property Coverage

Deductible: \$ 0

Limit per "Insured": \$ 750

Aggregate per Coverage Period: \$ 2,500

IT IS HEREBY AGREED AND UNDERSTOOD, THE "RENTER" IS NOT REQUIRED TO PURCHASE THIS INSURANCE IN ORDER TO RENT A VEHICLE.

IT IS FURTHER AGREED THAT THESE INSURANCE COVERAGES OFFERED MAY PROVIDE A DUPLICATION ON COVERAGE ALREADY PROVIDED BY A RENTER'S PERSONAL AUTOMOBILE INSURANCE, HOMEOWNER'S INSURANCE, PERSONAL LIABILITY INSURANCE, OR OTHER SOURCE OF COVERAGE.

This policy is governed by the laws of the jurisdiction in which it is delivered.

Enterprise Car Rental Terms and Conditions

The provisions hereinafter contained are part of this policy as fully as If recited over the signatures hereto affixed.

IN WITNESS WHEREOF, Empire Fire and Marine Insurance Company has caused this policy to be signed by its President and Secretary.

President Secretary

POLICY PROVISIONS

In consideration of the premium, we will provide the following benefits, subject to the terms and conditions of the policy. Throughout this policy the words “we”, “us” or “our” refer to the company named in the Declarations. The words “you” or “your” refer to the “Insured”. In addition, certain words or phrases identified by quotation marks are defined in **SECTION III - DEFINITIONS**.

SECTION I – PROPERTY INSURANCE

A. COVERAGE

1. This policy provides insurance for personal property owned by and for the personal use, adornment or amusement of the “insured” for loss:
 - a. During transit; or while in any hotel or building, (other than your personal residence), or locked in a “rental vehicle”;
 - b. The loss from a “rental vehicle” must be reported to the police and the vehicle must show signs of forced entry.
2. We will indemnify an “insured” for any loss or damage to the “insureds” property for which this coverage applies during the “coverage period”, except as stated in paragraph E. Exclusions. Our liability will not exceed the maximum limits shown in the Benefits Schedule.

B. COVERAGE PERIOD

Coverage is effective when an “insured” takes possession of the “rental vehicle” and ends the earlier of:

1. The termination of the “rental agreement”,
2. Return of the “rental vehicle” to the “rental agency” or its designated representative,
3. Thirty (30) consecutive days from the effective date of coverage.

C. WHO IS AN INSURED

Enterprise Car Rental Terms and Conditions

1. “Insured” means:

a. A “renter” who has:

(1) Entered into the referenced “rental agreement” with the “rental agency” shown in the Declarations; and

(2) Elected under the “rental agreement” to purchase optional Personal Property Coverage; and

(3) Paid for optional Personal Property Coverage.

b. Any member of the “renters” immediate family who permanently resides in the “renters” household while traveling with the “renter” during the coverage period; and

c. Additional “authorized drivers” whose names appear on the “rental agreement” where the “renter” has complied with paragraphs C.1.a.(1) through (3) above.

2. “Insured” does not mean:

a. The “rental agency” or owner of the “rental vehicle”;

b. Any employee, agent or family member of the “rental agency”; or

c. Any driver who is not an “Authorized Driver” under the terms of the “Rental Agreement”, or whose name does not appear on the “Rental Agreement”.

d. Anyone not specifically defined under paragraph C.1. above.

D. LIMIT OF INSURANCE

Regardless of the number of “insureds” or claims made, the most we will pay for any one loss is the limit shown in the Benefits Schedule. The deductible shown in the Benefits Schedule, if any, will apply to the gross amount of loss.

E. EXCLUSIONS

This insurance does not apply to:

1. Any property not owned by the “insured” for other than their personal use, adornment, or enjoyment.

2. Animals, “motor vehicles”, “motor vehicle” equipment, motorcycles, water craft, motors, or other conveyances or their appurtenances, household or office furniture, business personal property or equity, contact lenses, glasses, artificial teeth or limbs, currency, coins, deeds, bullion, stamps, securities, negotiable instruments, debit or credit cards, fund transfer cards, tickets, documents or perishables.

Enterprise Car Rental Terms and Conditions

3. Loss or damage caused by or resulting from:

a. an “accident” which occurs while the “insured” is under the influence of alcohol or narcotics, unless prescribed by a physician;

b. Loss arising out of the use of a “rental vehicle” when such use is in violation of the conditions of the “rental agreement”;

c. Loss arising out of the operation of the “rental vehicle” by any driver who is not an “insured”;

d. Any “insureds” liability for damage to the “rental vehicle”; or

e. Any loss of or damage to the “insureds” property, expected or intended from the standpoint of the “insured”.

4. “Property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

5. Against loss by nuclear reaction or nuclear radiation or radioactive contamination, whether controlled or uncontrolled, and whether such loss is direct or indirect, proximate or remote, or is in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against by this policy.

6. Property while in the care, custody, or control of any common carrier.

7. Loss or damage due to unexplained or mysterious disappearance.

8. Loss or damage due to theft unless reported to the police or other competent authority.

SECTION II – CONDITIONS

A. GENERAL CONDITIONS

1. PREMIUM. The premium for this policy shall be as stated in the declarations.

2. CHANGES. This policy together with the “rental agreement” constitutes the entire contract of insurance. Neither the Rental Agency” nor its agents has authority to change this policy or waive any of its provisions.

3. TERMINATION. This coverage will terminate at the time an “insured” ceases to be a “renter” of the “rental agency” under the “rental agreement”.

Enterprise Car Rental Terms and Conditions

4. POLICY TERRITORY. We cover losses that occur during the Coverage Period within the United States and Canada, but only if the “loss” arises out of a “Rental vehicle” which is rented in the state of New York. The policy territory does not include

5. NO BENEFIT TO BAILEE. This insurance will in no manner inure directly or indirectly to the benefit of any common carrier or bailee.

6. REDUCTION IN THE AMOUNT OF INSURANCE. The amount of insurance and the applicable limit of liability, upon the occurrence of any loss covered hereunder, is reduced by the amount of such loss.

B. LOSS CONDITIONS

1. NOTICE OF LOSS. In case of loss to covered property, you must see that the following are done:

- a. Give prompt notice to us or the “agent” or “rental agency”;
- b. Notify the police in case of loss by theft;
- c. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- d. As often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) provide statements, submit to questions under oath, and sign and swear to them;
- e. Send to us, within 90 days after our request, your signed, sworn proof of loss that sets forth, to the best of you knowledge and belief:
 - (1) the time and cause of loss;
 - (2) the interest of the “insured” and all others in the property involved and all liens on the property;
 - (3) other insurance that may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy; and
 - (5) the inventory of damaged personal property described in paragraph 1.c. above.

Enterprise Car Rental Terms and Conditions

2. EXPENSES. If, at our request an “Insured” has incurred attorney fees, court costs or other expenses including interest in the investigation or defense of claims, suits, or other legal proceedings, we will be responsible for payment of them. We are not responsible for salaries or expenses of any “insureds” employee in the investigation, or defense of a claim, suit, or other legal proceeding without our prior consent.

3. SETTLEMENT OF LOSS: Any claim recoverable hereunder for damage and/or destruction will be adjusted and paid upon presentation of evidence substantiating such damage and/or destruction. We will adjust and pay any claim recoverable hereunder for lost property upon failure to recover the property lost after the lapse of a reasonable time, providing the “insured” will present evidence substantiating such loss and values involved.

4. LEGAL ACTION: No action or proceeding for the recovery of any claim under this policy will be sustainable in any court of law or equity unless it is commenced within three (3) years next after discovery by the “insured” of the occurrence that leads to the claim. If by the laws of the State within which this policy is issued such limitation is invalid, then any such claims will be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.

5. SUBROGATION OR LOAN: If in the event of loss or damage the “insured” acquires any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder the “insured” will, if requested by the Company, assign and transfer such claim or right of action to the Company. At the Company’s option, the “insured” will execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect to the loss or damage. The “insured” will subrogate the Company to, or hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the “insureds” name under the direction of and at expense of the Company.

6. OTHER INSURANCE: Other insurance may be available to cover your loss. If so, we will pay in addition to other such insurance. However, we will not pay more than the applicable limit of coverage shown on the Declarations page.

7. REPLACEMENT COST COVERAGE: The following loss settlement procedure applies to all property under this policy form.

We will pay no more than the least of the following amounts.

- a. Replacement cost at the time of loss without deduction for depreciation.
- b. The full cost of repair at the time of loss.
- c. The limit of liability that applies to this coverage form per person.

SECTION III - DEFINITIONS

Enterprise Car Rental Terms and Conditions

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "property damage".
- B. "Agent" means an employee of the "Rental Agency" authorized and licensed to rent "motor vehicles" and sell this insurance.
- C. "Authorized Driver" means any individual who has a valid driver's license, meets the rental requirements as stated in the "rental agreement" and is listed on the "rental agreement" as an "authorized driver".
- D. "Insured" means the person or organization qualifying as an insured in SECTION I., C. Who Is An Insured.
- E. "Motor vehicle" means a land motor vehicle or trailer designed for travel on public roads.
- F. "Property damage" means damage to or loss of use of tangible property.
- G. "Rental Agency" means the company that owns and rents or leases the "rental vehicle".
- H. "Rental Agreement" means the rental contract by which the "rental agency" rents or leases the "rental vehicle".
- I. "Rental Vehicle" means the "motor vehicle" rented or leased by a "renter" from the "rental agency"
- J. "Renter" means the person or organization shown on the "rental agreement" as renting or leasing a "motor vehicle" from the "rental agency".