

OWNER OF VEHICLE:
BRANCH ADDRESS:

DATE IN		RENTAL TYPE	SOURCE #	I.D. #	RENTAL AGREEMENT NO.	
DATE OUT		RENTER				
START CHARGES IF DIFFERENT		ADDRESS			HOME PHONE	
ORIGINAL VEHICLE		CITY		STATE	ZIP OFFICE PHONE	
COLOR	LICENSE NO.	DOB	EMPLOYER			
MODEL	ECAR#	DRIVERS LICENSE NO.		STATE	EXPIRES	
MILE-AGE	IN OUT	BILL TO	COMPANY			
DRIVEN		ATTN:		PHONE	EXT.	
CONDITION AND FUEL LEVEL AGREED TO <input checked="" type="checkbox"/> RENTER # OF KEYS: _____		REFERENCE NUMBER:				
<p>WINDSHIELD CONDITION: <input checked="" type="checkbox"/> NO DAMAGE</p> <p>FRONT: <input type="checkbox"/> DENT <input type="checkbox"/> SCRATCH <input type="checkbox"/> MISSING</p> <p>CONDITION SAME ON RETURN Yes No</p> <p>OUT E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F</p> <p>No Gasoline Refunds</p> <p>IN E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F</p>		ADDITIONAL AUTHORIZED DRIVER(S) - EXCEPT AS REQUIRED BY LAW, NONE PERMITTED WITHOUT OWNER'S WRITTEN APPROVAL. I REQUEST OWNER'S PERMISSION TO ALLOW _____ AGE DRIVERS LICENSE NO. STATE EXP. _____ WHO IS UNDER MY CONTROL AND DIRECTION TO DRIVE VEHICLE FOR ME AND ON MY BEHALF. I AM RESPONSIBLE FOR THEIR ACTS WHILE THEY ARE DRIVING, AND FOR FULFILLING TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT (AGREEMENT). USE OF VEHICLE BY AN UNAUTHORIZED DRIVER WILL AFFECT MY LIABILITY AND RIGHTS UNDER THIS AGREEMENT. RENTER: X PERMISSION GRANTED TO OPERATE VEHICLE ONLY IN THE UNITED STATES UNLESS AUTHORIZED BELOW: OPERATION IN ANY OTHER COUNTRY WILL AFFECT YOUR LIABILITY AND RIGHTS UNDER THIS AGREEMENT.				
OPTIONAL PRODUCTS NOTICE: WE OFFER FOR AN ADDITIONAL CHARGE THE FOLLOWING OPTIONAL PRODUCTS: DAMAGE WAIVER; PERSONAL ACCIDENT INSURANCE; PERSONAL EFFECTS COVERAGE; SUPPLEMENTAL LIABILITY PROTECTION AND ROADSIDE ASSISTANCE PROTECTION. BEFORE DECIDING TO PURCHASE ANY OF THESE PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE, CREDIT CARD OR OTHER COVERAGE PROVIDES YOU PROTECTION DURING THE RENTAL PERIOD. THE PURCHASE OF ANY OF THESE PRODUCTS IS NOT REQUIRED TO RENT VEHICLE.		RENTER DECLINES OPTIONAL DAMAGE WAIVER (DW) AND ASSUMES DAMAGE RESPONSIBILITY. SEE PARAGRAPH 7. RENTER: X DECLINES DW		RENTER ACCEPTS OPTIONAL DAMAGE WAIVER (DW) AT FEE SHOWN IN COLUMN TO RIGHT. SEE NOTICE TO LEFT AND PARAGRAPH 17. DAMAGE WAIVER IS NOT INSURANCE. ACCEPTS DW RENTER: X		
		RENTER DECLINES OPTIONAL PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC). SEE PARAGRAPH 10 AND 11. RENTER: X DECLINES PAI/PEC		RENTER ACCEPTS OPTIONAL PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC) AT FEE SHOWN IN COLUMN TO RIGHT. SEE PARAGRAPH 19. ACCEPTS PAI/PEC RENTER: X		
		RENTER DECLINES OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP). SEE PARAGRAPH 8. RENTER: X DECLINES SLP		RENTER ACCEPTS OPTIONAL SUPPLEMENTAL LIABILITY PROTECTION (SLP) AT FEE SHOWN IN COLUMN TO RIGHT. SEE PARAGRAPH 18. ACCEPTS SLP RENTER: X		
		RENTER DECLINES OPTIONAL ROADSIDE ASSISTANCE PROTECTION (RAP). SEE PARAGRAPH 5. RENTER: X DECLINES RAP		RENTER ACCEPTS OPTIONAL ROADSIDE ASSISTANCE PROTECTION (RAP) AT FEE SHOWN IN COLUMN TO RIGHT. SEE OPTIONAL PRODUCTS NOTICE TO LEFT AND PARAGRAPH 20. ACCEPTS RAP RENTER: X		
		ACKNOWLEDGMENT OF THE ENTIRE AGREEMENT, WHICH CONSISTS OF PAGES 1 THROUGH 4. I, THE RENTER, SIGNING BELOW, HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON PAGES 1 THROUGH 4 OF THIS AGREEMENT. BY SIGNING BELOW, I AM AUTHORIZING OWNER TO CHARGE TO THE CREDIT CARD(S) AND/OR DEBIT CARD(S) THAT I HAVE PROVIDED TO OWNER ALL AMOUNTS OWED BY ME UNDER THIS AGREEMENT FOR ADVANCE DEPOSITS, INCREMENTAL AUTHORIZATIONS/DEPOSITS, AND ANY OTHER AMOUNTS OWED BY ME, AS WELL AS PAYMENTS REFUSED BY A THIRD PARTY TO WHOM BILLING WAS DIRECTED. I ALSO AUTHORIZE OWNER TO REINITIATE ANY CHARGE TO MY CARD(S) THAT IS DISHONORED FOR ANY REASON. I CERTIFY THAT THE DRIVERS LICENSE(S) PRESENTED IS CURRENTLY VALID AND IS NOT SUSPENDED, EXPIRED, REVOKED, CANCELLED OR SURRENDERED. I FURTHER ACKNOWLEDGE AND CONSENT TO THE DISPUTE RESOLUTION PROVISIONS CONTAINED IN THIS AGREEMENT.				
REPLACEMENT VEHICLE		RENTER: X		DATE		
OWNER REP <input checked="" type="checkbox"/>		EMPL. #				
COLOR	LICENSE NO.	I WILL RETURN CAR BY:		DEPOSIT(S):		
MODEL	ECAR#	DATE	TIME	AMOUNT	PAID BY	
MILE-AGE	IN OUT	ADDITIONAL INFORMATION				
DRIVEN						
CONDITION AND FUEL LEVEL AGREED TO <input checked="" type="checkbox"/> RENTER # OF KEYS: _____						
<p>WINDSHIELD CONDITION: <input checked="" type="checkbox"/> NO DAMAGE</p> <p>FRONT: <input type="checkbox"/> DENT <input type="checkbox"/> SCRATCH <input type="checkbox"/> MISSING</p> <p>CONDITION SAME ON RETURN Yes No</p> <p>OUT E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F</p> <p>No Gasoline Refunds</p> <p>IN E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F</p>		TOTAL CHARGES _____ DEPOSITS _____ REFUNDS _____ AMOUNT DUE _____				
		CLOSED BY		PAID BY		
		CASH		CHECK		CHARGE
		RECEIPT OF CASH REFUND		DATE		AMOUNT RECEIVED BY
INSURANCE COVERAGE TO BE PROVIDED BY RENTER'S INSURANCE						



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BRANCH ADDRESS:

DATE IN		RENTAL TYPE	SOURCE #	I.D. #	RENTAL AGREEMENT NO.	
DATE OUT		RENTER				
START CHARGES IF DIFFERENT						
ORIGINAL VEHICLE						
COLOR	LICENSE NO.					
MODEL	ECAR#					
MILE-AGE	IN	BILL TO	COMPANY			
	OUT	ATTN:	PHONE	EXT.		
DRIVEN		REFERENCE NUMBER:				
CONDITION AND FUEL LEVEL AGREED TO <input checked="" type="checkbox"/> RENTER <input type="checkbox"/> # OF KEYS: _____		ADDITIONAL AUTHORIZED DRIVER(S) - EXCEPT AS REQUIRED BY LAW, NONE PERMITTED WITHOUT OWNER'S WRITTEN APPROVAL. I REQUEST OWNER'S PERMISSION TO ALLOW				
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CONDITION SAME ON RETURN Yes No		PERMISSION GRANTED TO OPERATE VEHICLE ONLY IN THE UNITED STATES UNLESS AUTHORIZED BELOW:				
<p>OUT E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F</p> <p>No Gasoline Refunds</p> <p>IN E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F</p>		OPERATION IN ANY OTHER COUNTRY WILL AFFECT YOUR LIABILITY AND RIGHTS UNDER THIS AGREEMENT.				
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REPLACEMENT VEHICLE		RENTER: X		DATE		
		OWNER REP X		EMPL. #		
COLOR	LICENSE NO.	I WILL RETURN CAR BY:		DEPOSIT(S):		
MODEL	ECAR#	DATE	TIME	AMOUNT	PAID BY	
MILE-AGE	IN					
	OUT					
DRIVEN		ADDITIONAL INFORMATION				
CONDITION AND FUEL LEVEL AGREED TO <input checked="" type="checkbox"/> RENTER <input type="checkbox"/> # OF KEYS: _____						
<p>NO DAMAGE WINDSHIELD CONDITION: CLEAR SCRATCH DENT CRACK OTHER</p>						
CONDITION SAME ON RETURN Yes No						
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		TOTAL CHARGES				
		DEPOSITS				
		REFUNDS				
		AMOUNT DUE				
		CLOSED BY				
PAID BY	CASH	CHECK	CHARGE			
RECEIPT OF CASH REFUND	DATE	AMOUNT	RECEIVED BY			
INSURANCE COVERAGE TO BE PROVIDED BY RENTER'S INSURANCE						

Renter agrees by Renter's signature on Page 1 that Renter has read, is aware of, accepts full responsibility for and is bound by the terms and conditions contained in this rental agreement (Agreement), which consists of Pages 1 through 4, 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, which consists of Pages 1 through 4, 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 Page 1 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 Page 1;
- 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 Page 1 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 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. **NOTICE: The failure to return a rented or leased motor vehicle within 72 hours after the date and time specified in the written agreement without extending the date and time is a crime under Vermont Law (13V.S.A. Section 2592) and may result in a criminal penalty of up to five years imprisonment or a \$5,000 fine, or both.**

3. Payment by Renter.

- a. For items designated as either "/hour", "/day", "/week" or "/month" on Page 1:
 - (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 Page 1, all charges are for a minimum of 1 day.
- b. Renter shall pay Owner, its affiliates or agents amounts as set forth on Page 1 for:
 - (1) The hour, day, week and month charges on Page 1 for the Rental Period. The "hour" charge if shown on Page 1 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 Page 1, 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 Page 1 permitted for the Rental Period.
 - (3) The Optional Accessories, services and/or products charges for those items accepted by Renter.
 - (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 transponder or video monitored service during the Rental Period 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.htalc.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 Page 1), 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) The Burlington International Airport Facility Charge, Customer Facility Charge or similarly designated charge (BIA FEE) which is required to be 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, or similarly designated charge (CONC REC) 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 Vehicle License Fee Recovery (VLF REC) which is Owner's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon

Owner or its affiliates to title, register a plate all vehicles in its rental fleet registered in Vermont.

The VLF REC is not calculated based on the costs imposed upon a particular vehicle.

- 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, un-scheduled 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.
 - (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.htalc.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) 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.
 - (7) The taxes, fees and other mandatory charges imposed by states, counties and other governmental authorities.

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 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 United States unless authorized on Page 1.
 - (10) Vehicle shall not be driven on an unpaved road or off-road.
 - (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) 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 Page 1 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 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.

7. 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 occurring during the Rental Period 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. Renter is responsible for all 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. Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows: (i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 4 multiplied by the daily rate (including any Car Class Change) on Page 1; (ii) if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage: 15 days at the daily rate on Page 1. Renter also agrees to pay: (a) an administrative fee of \$50.00 when the repair estimate is less than \$500.00 or \$100.00 when the repair estimate is between \$500.00 and \$1,500.00 or \$150.00 if greater than \$1,500.00; (b) a sum for diminishment of value if Vehicle is repairable calculated as 10% of the repair estimate if the damages are greater than \$499.99. If Vehicle is returned during non-business hours or to any place other than Branch Address on Page 1, 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.**

8. Responsibility to Third Parties. Owner or its affiliate complies with applicable motor vehicle financial responsibility laws as an insured, 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 or this Agreement, neither Owner or its affiliate extends any of its motor vehicle financial responsibility or provides 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 or its affiliate as the case may be extends none of its motor vehicle financial responsibility. However, if Renter and AAD(s) is in compliance with the terms and conditions of this Agreement and if Owner or its affiliate is obligated to extend its motor vehicle financial responsibility to Renter, AAD(s) or third parties, then Owner's or its affiliate's obligation is limited to the applicable state minimum financial responsibility amounts. Unless required by law, Owner's or its affiliate'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. 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.**

9. 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) 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 or its affiliate(s) for all such losses. This obligation may be limited if Renter purchases optional DW and/or optional SLP to the extent DW and/or SLP applies. **SEE PARAGRAPHS 17 AND 18 FOR MORE 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.**

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:

- to present insurance claims of any type to Renter's insurance carrier and/or credit card company if:
 - Vehicle is damaged, lost or stolen during the Rental Period and if Renter fails to pay for any damages; or
 - 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.
- 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 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 of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence. Notwithstanding anything to the contrary and unless prohibited by law, DW does not apply to lost or damaged keys, key fobs, transponders, 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, or theft of, Vehicle, you have coverage or protection for such damage or theft and the amount of your deductible or out-of-pocket risk.

THE FOLLOWING SHALL INVALIDATE DW:

- if Vehicle is damaged when used or driven:
 - by any person other than Renter or AAD(s) without Owner's prior written consent;
 - 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;
 - by any person committing a felony or otherwise engaged in a criminal act;
 - in a race or speed contest;
 - to tow or push anything;
 - outside of the United States unless authorized on Page 1;
 - under authority of any license that is suspended, revoked, invalid or does not belong to the driver;
 - to transport persons or property for hire;
 - in a wanton or reckless manner or if Vehicle is deliberately damaged;
 - on an unpaved road or off road;
 - to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind; or
- if Renter misrepresents facts to Owner pertaining to rental, use, or operation of Vehicle; or
- if Vehicle's interior components are stolen or damaged when Vehicle is unlocked or keys are not secured; or
- 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.
- if Vehicle is stolen and Renter fails to do any of the following:
 - return the original ignition keys and Owner's key tag identifying Vehicle;
 - file a police report within 24 hours after discovering the theft;
 - cooperate fully with Owner, police and other authorities in all matters connected with the investigation of the theft;
 - ensure that Vehicle's ignition is turned off at the time Vehicle is stolen.

18. Optional Supplemental Liability Protection.

THE PURCHASE OF SUPPLEMENTAL LIABILITY PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLP POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL 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 Page 1 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 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 Page 1.

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, death or property damage sustained by Renter or AAD(s) or any relative or family member of Renter or AAD(s) who resides in the same household; (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 first party benefit law, medical payments, no-fault or any similar law to the foregoing, in any state; (e) 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); (f) Property damage to property transported or in the care, custody or control of Renter or AAD(s); (g) Damage to Vehicle; (h) Liability arising out of the use of Vehicle, which was obtained based on false, misleading or fraudulent information; (i) **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 & Personal Effects Coverage.

PURCHASE OF PERSONAL ACCIDENT INSURANCE (PAI) & PERSONAL EFFECTS COVERAGE (PEC) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE.

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE PAI & PEC POLICIES. UPON REQUEST, A COPY OF THE POLICIES ARE AVAILABLE FOR REVIEW. PAI & PEC MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED BY A PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S OR TENANT'S POLICY OR SOME OTHER SOURCE. BENEFITS AVAILABLE UNDER THE PAI & PEC, HOWEVER, WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. EMPLOYEES, AGENTS OR ENDORSEES OF VEHICLE OWNER (AS DEFINED IN THE AGREEMENT) ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S INSURANCE.

PAI provides Renter and Renter's passengers with Accidental Death, Accident Medical Expenses and Ambulance Expense benefits. PEC insures the personal effects of Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle. PAI & PEC are available for an additional charge as stipulated on page 1 of the Agreement. "Renter" is the person who signs the Agreement as Renter.

PAI Benefits:	Renter	Passenger
Accidental Death, Not to exceed	\$175,000	\$17,500
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.

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

PEC Benefits:

NOTE: PEC available at select locations.

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

PEC benefits apply to personal effects belonging to Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle.

PAI & PEC Exclusions:

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 criminal offense; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; an accident which occurs while participating in a prearranged or organized race or testing of a vehicle; war or any act of war; or engagement in an illegal occupation; nor shall this insurance be in effect if Renter converts Vehicle or during any period Renter is in violation of the Agreement. Renter shall be deemed to have converted Vehicle whenever Vehicle is not returned to the Owner by the return date or by the extended return date. PEC shall not cover automobiles, automobile equipment, motorcycles, watercraft, motors, or other conveyances or their appurtenances, furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables and animals. Loss or damage to property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered.

THE POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.

To file PAI and PEC claims, obtain a claim form from any rental counter, 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 (v) 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.

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 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 law of the State where this Agreement is executed by Renter without giving effect to the conflict of laws and 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, ADVERTISEMENTS, OR RENTAL VEHICLES. RENTER AND OWNER AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON A 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 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.