

# Rental Terms and Conditions

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## ALAMO RENTAL AGREEMENT JACKET TERMS AND CONDITIONS

Renter agrees by Renter's signature on the front of the Rental Agreement ("Agreement"), or by clicking the "I Accept" button at a rental kiosk, or via an internet rental, or via Online Check-in that Renter has read, is aware of, and accepts full responsibility for and is bound by the terms and conditions contained in this Agreement, which also consists of this entire rental jacket ("Jacket"), any optional product brochures provided to Renter in connection with this rental, and, for kiosk renters, the Rental Agreement Summary, and, for internet renters, the Reservation Details 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. Where the front of the Rental Agreement (for kiosk renters, the front refers to the charges information and any language Renter additionally accepts and may choose to print with the Rental Agreement Summary; for internet renters, the front refers to the Reservation Details and any language appearing in the Notices at the end of the Agreement) contains language that differs from that in the Jacket, the language on the front governs. 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, State law or separate agreement (i.e. Corporate, Tour) to operate the Vehicle. This includes individuals identified on the Agreement 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, an additional fee may apply.
- 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 the Owner as identified on the bottom of the Rental Agreement.
- d. **"RENTAL PERIOD"** means the period between the time Renter takes possession of Vehicle until Vehicle is returned and checked in by Owner.
- e. **"RENTER"** means the person, or entity identified in the Rental Agreement.
- 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 is, by ownership, beneficial interest or lease, property of Owner or its affiliate, even if owned, registered or titled to a third party. Renter agrees Renter received Vehicle and Optional Accessories in good physical and mechanical condition. RENTER IS RENTING VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND ITS OPERATION BEFORE LEAVING OWNER'S PREMISES. 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 Agreement

(1) “/day” is each consecutive 24 hour period beginning after the start time of the rental. (2) “/hour” is 60 consecutive minutes or any portion thereof, beginning 30 minutes after the start time of the rental. (3) “/week” is 7 consecutive 24 hour days beginning after the start time of the rental. (4) “/month” is 30 consecutive 24 hour days beginning after the start time of the rental. (5) Unless expressly modified in the Agreement, all charges are for a minimum of 1 day.

b. Renter shall pay Owner on demand as set forth in the charges section on the Agreement for:

(1) The hour, day, week and month charges noted on the Agreement for the Rental Period. The “/hour” charge if shown 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 Return Location on the Agreement 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 the free miles set forth on the Agreement 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](http://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).(4.). A current listing of Tollpass Service area covered roads is available upon request, at “[www.htallc.com/tollpass](http://www.htallc.com/tollpass)” or (877)765-5201. **For Tollpass Waiver Option originating in the Chicago Metro area or at select Indiana locations.** Renter may choose to purchase optional Tollpass Waiver, which provides for the daily rental of a toll collection transponder or, in some states, the use of video-monitored toll collection services. Tollpass Waiver will relieve Renter and/or AAD(s) of the costs of all tolls incurred during the Rental Period. No credit is provided for days of non usage. Tollpass Waiver 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).(4.). (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. (7) The one way fee. (8) The Young Renter Fee (9) The Additional Driver Fee (Additional Driver Fee is waived for one additional driver for disabled renters who cannot drive.) (10) The Car Class Change (11) 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 (CFC) 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, or similarly designated charge (CONC REC OR PRIV FEE RECOV CHG) 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; (d) The Vehicle License Fee Recovery (VLF REC) which is the 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 and plate all vehicles in its/their rental fleet registered in renting state. The VLF REC is not calculated based on the costs imposed upon a particular vehicle. (e) The Hotel Concession Fee Recovery, which is Owner's charge to recover the concession fee paid by Owner to the Hotel's owner or operator in connection with this rental. (f) The Waste Tire and Battery Fee Recovery (TIRE/BATTERY FEE), which is Owner's charge to recover the waste tire and lead-acid battery fee which Owner must remit in Florida. (g) The Bussing Cost Recovery, which is Owner's charge to recover the fees paid by Owner to offset Owner's annual estimated cost to provide bussing operations at certain locations. (h) The Frequent Flyer Service Charge (Daily Freq Flyer Service charge) will apply for qualifying rentals in the US, Canada and Puerto Rico when the Renter chooses to receive Frequent Flyer miles or credits as part of this rental to recover all or a portion of the administrative and program costs associated with participation in frequent flyer programs. (i) The Transportation Facility Charge (TRANS FAC CHG), which represents amounts collected by on-Airport rental car businesses to recover operation and maintenance costs related to operating a common shuttle bus fleet and a common bus maintenance facility at the Airport. (j) For Alabama rentals, a Surcharge ("Surcharge") which represents Owner's charge to recover the estimated average daily cost per vehicle (not calculated based on the costs imposed upon a particular vehicle) of the charges and taxes imposed by governmental authorities upon Owner or its affiliates in connection with titling, registering, inspecting, licensing and plating of all vehicles in its/their rental fleet which are registered in Alabama; and a Privilege and License Tax Recovery (PRIV/LIC TAX REC) which is Owner's charge to recover the privilege or license tax imposed upon Owner by the State of Alabama and any local taxing authorities. This charge is calculated as a percentage of gross rental proceeds exclusive of proceeds from the rental of non-automotive accessories. A non-automotive Privilege and License Tax Recovery (NON-AUTO PL TAX REC) which is Owner's charge to recover the privilege or license tax imposed upon Owner by the State of Alabama and any local taxing authorities. This charge is calculated as a percentage of gross rental proceeds from the rental of non-automotive accessories.

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) Owner's adjusted daily, weekly or monthly rate applicable on the date of return, if Renter returns the vehicle before or after the agreed upon return date. (3) For damage to, loss or theft of Vehicle or Optional Accessories, including all related costs (see paragraph 7), to the extent CDW, as described in paragraph 17, or RSP, as described in paragraph 18(C) do not apply. (4) 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 \$25.00 per incident to apply towards all costs incurred in connection with any Fines, Tolls and Violations and their administration. (5) 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](http://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](http://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.(4.) 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 SUCH AMOUNTS.** (6) 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. (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. (8) 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 DEPOSIT, ANY EXCESS DEPOSIT WILL BE REFUNDED BY CHECK ISSUED WITHIN 15 BUSINESS DAYS OF THE END OF THE 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: (a) 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 (b) 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 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 jamb, 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 and Canada; Travel to Mexico is prohibited without Owner's written permission. (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 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 Branch Address on the Rental Agreement Summary or on Owner's demand and in same condition as received, ordinary

wear and tear excepted. Extensions to the 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, 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.

e. Extensions are at Owner's option and are subject to availability. Owner may repossess the Vehicle without demand, at Renter's expense, if the Vehicle is found illegally parked, apparently abandoned, or used in violation of law or of this Agreement. Renter's failure to return the Vehicle when specified or to properly obtain an extension of the rental may result in the Vehicle being reported stolen, possibly subjecting Renter and any other driver to arrest and civil and/or criminal penalties.

**5. Roadside Assistance. For roadside assistance in the U.S. and Canada call 1-800-803-4444 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) installed by the manufacturer 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 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 fair market value 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 CDW.**

**FOR RENTALS ORIGINATING IN CALIFORNIA** - In addition to other obligations under the California Civil Code and California law, if Optional Collision Damage Waiver is not purchased and subject to any limitations in California law, Renter accepts responsibility and shall pay Owner, on demand, for: (a) All collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of Vehicle. (b) Theft of Vehicle or damages resulting from the theft of Vehicle if Renter or AAD(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter is responsible for the cost of repair up to the fair market value of Vehicle. (c) The first \$500 of vandalism damages that are not a direct result of the actual theft of Vehicle. (d) An Administrative charge, as authorized by California Civil Code Section 1939.03(f). (e) Towing, storage or impound fees. If Renter is responsible for damages as outlined above, and if Renter returns Vehicle during non-business hours or to any place other than the location set forth on the Agreement, damages as outlined above occurring prior to an employee of Owner checking in Vehicle is Renter's responsibility. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL CDW.**

**FOR RENTALS ORIGINATING IN NEW YORK** - Renter accepts responsibility for damage to Vehicle, Optional Accessories, or any part or accessory regardless of fault or negligence of Renter or any other person or act of God. Renter accepts responsibility for loss of, or physical and mechanical damage to, Vehicle due to theft 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 or Optional Accessories. Renter accepts responsibility for loss, or theft to Optional Accessories 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 fair replacement value of the Optional Accessories. 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 Vehicle is returned during non-business hours or to any place other than location set forth on the Agreement, any damage to Vehicle or Optional Accessories; or loss or theft of Optional Accessories, occurring prior to an employee of Owner checking in Vehicle is Renter's responsibility. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL CDW.**

**FOR RENTALS ORIGINATING IN ILLINOIS**—Subject to the limitations set forth in Section 6-305.2 of the Illinois Vehicle Code, which limits the Renter's liability for loss, damage, or theft of the vehicle to the actual and reasonable costs to the Owner for the repair of the Vehicle, or the fair market value of the Vehicle, whichever is less, Renter accepts responsibility for damage to, loss or theft of, Vehicle or any part or accessory, including and without limitation tires and tools, regardless of fault or negligence of Renter or any other person or act of God. Under Section 6-305.2 of the Illinois Vehicle Code, the maximum amount the Owner may recover for loss or damage of the vehicle is \$13,000 up until May 31, 2008. Thereafter, this amount is subject to an annual increase of \$500 on June 1 of each year thereafter. Renter shall pay Owner the amount necessary to repair the damaged Vehicle, subject to the aforementioned limitations. If the Owner determines the Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds, subject to the aforementioned limitations in Section 6-305.2. For purposes of this Agreement, fair market value shall be the retail value of the Vehicle immediately preceding the loss. Liability for theft of the Vehicle is limited to \$2,000 except if the Renter or AAD(s) fails to exercise reasonable care while in possession of the Vehicle or the Renter or AAD(s) commits, aids or abets the theft of the Vehicle, the Renter is responsible for the actual and reasonable cost of the Vehicle, up to its fair market value, subject to the aforementioned limitations in Section 6-305.2. If Vehicle is returned during non-business hours or to any place other than location set forth on the Agreement, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in Vehicle is Renter's responsibility. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL CDW.**

**FOR RENTALS ORIGINATING IN NEVADA** - Renter accepts responsibility for damage to, loss 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 to the maximum extent permitted by Nevada law. Renter shall not have Vehicle or Optional Accessories

repaired without permission from Owner. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. However, 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 acknowledges that: (a) Renter's responsibility for loss or damage to the Vehicle or Optional Accessories will not exceed the fair market value of Vehicle at the time Vehicle is lost or damaged plus actual towing, storage and impound fees, an administrative charge (\$50 if the repair estimate is greater than \$100 and less than or equal to \$500, \$100 if greater than \$500 and less than \$1500, and \$150 if greater than \$1500), and loss of use regardless of fleet utilization (if Owner determines Vehicle is repairable, loss of use shall be total labor hours from the repair estimate divided by 8, multiplied by the daily rate on Agreement. If the Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, loss of use shall be 15 days); (b) Renter's responsibility for damage to the Vehicle and loss of use of Vehicle resulting from vandalism not related to the theft of the Vehicle and not caused by Renter will not exceed \$2500; and (c) Renter is not responsible for loss of or damage to Vehicle resulting from theft or vandalism related to the theft if Renter has possession of the ignition key(s) or Renter establishes that the ignition key(s) was not in Vehicle at the time of the theft, Renter files an official report of the theft with the police within 24 hours of learning of the theft and Renter cooperates with Owner and the police in providing information regarding the theft, and neither Renter nor an AAD(s) committed or aided and abetted the commission of the theft. If Vehicle is returned during non-business hours or to any place other than the location set forth on the Agreement, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking the Vehicle is Renter's responsibility. **SEE PARAGRAPH 17 FOR INFORMATION ON OPTIONAL CDW.**

**FOR RENTALS ORIGINATING IN IOWA** - Renter accepts responsibility for damage to, loss 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 8, multiplied by the daily rate on the Rental Agreement Summary), 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. 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 CDW.**

**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, AADs, 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) are 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 PROTECTION PRODUCTS.**

**9. Indemnification by Renter.** Renter shall defend, indemnify and hold Owner or its affiliate harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or its affiliate 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 CDW and/or EP to the extent CDW or EP applies. **SEE PARAGRAPHS 17 AND 18 FOR INFORMATION ON OPTIONAL CDW AND OPTIONAL PROTECTION PRODUCTS.**

**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.

All parties seeking PIP or UM/UIM benefits, including their purported assignors, must complete an Application for PIP Benefits on a form provided by Owner or its affiliate as soon as practicable following the alleged loss. Furthermore, all parties seeking PIP or UM/UIM benefits, including their purported assignors, must fully cooperate with Owner and its representatives in its investigation into the loss. Such cooperation includes, but is not limited to, the obligation to submit to an Examination Under Oath, Independent Medical Examinations, as well as the provision of recorded statements and written statements. Cooperation with Owner's investigation is a condition precedent to receiving PIP benefits from Owner. Notice Pursuant to F.S. 627.736(5)(a)5, Owner hereby places all potential Personal Injury Protection (PIP) claimants on notice, per the terms of Florida's No-Fault Law, that Owner will limit payment pursuant to the schedule of charges specified in paragraph (5)(a)1 of F.S. 627.736.

**11. Personal Property.** Owner is not responsible for any damage to, loss or theft of, any 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 18 FOR INFORMATION ON OPTIONAL PROTECTION PRODUCTS.**

**12. Use in Mexico.** Vehicle shall not be taken into Mexico without Owner's prior written consent. Even with Owner's prior written consent CDW, EP, PAI/PEC and RSP do not apply 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 or any Optional Accessory 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 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 Collision Damage Waiver (CDW).**

**CDW IS NOT INSURANCE. THE PURCHASE OF CDW IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.** Renter may purchase optional 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 or part of the cost of damage to, loss or theft of Vehicle, or any part of accessory and related costs regardless of fault or negligence depending on the CDW plan chosen. Notwithstanding anything to the contrary and unless prohibited by law, CDW DOES NOT PROVIDE PROTECTION FOR LOST OR DAMAGED KEYS, KEY FOBS, TRANSPONDERS OR OPTIONAL ACCESSORIES. CDW does not apply to damage occurring in Mexico. In most locations, Owner offers the following two (2) levels of CDW protection:

- Maxi Waiver Saver - Owner will pay for all loss or damage to the Vehicle.
- Waiver Saver 3000 - Owner will pay the first \$3,000 of loss or damage. Renter will pay for all loss or damage over \$3,000.

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, 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 CDW:**

**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 and Canada; (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; (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; or**

**E. if Vehicle is stolen and Renter fails to do any of the following: (1) return the original ignition key(s) 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 CALIFORNIA, CIVIL CODE SECTION 1939.09 NOTICE ABOUT RENTER'S FINANCIAL RESPONSIBILITY AND 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 is responsible for all collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of Vehicle, administrative fees, towing, storage, and impound fees. Renter is responsible for the first \$500 of vandalism that is not a direct result of the actual theft of Vehicle. Renter will be responsible for theft of Vehicle or damages resulting from the theft of Vehicle if Renter or Authorized Driver(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter's own insurance, or the issuer of the credit card used to pay for the car rental transaction, may cover all or part of Renter's financial responsibility for Vehicle. Renter should check with Renter's insurance company, or credit card issuer, to find out about Renter's coverage and the amount of the deductible, if any, for which Renter may be liable. Further, if Renter uses a credit card that provides coverage for Renter's potential liability, Renter should check with the issuer to determine if Renter must first exhaust the coverage limits of Renter's own insurance before the credit card coverage applies. Owner will not hold Renter responsible if Owner offers and Renter purchases Collision Damage Waiver. Collision Damage Waiver will not protect Renter if:

a. Damage or loss results from an Authorized Driver's: (1) Intentional, willful, wanton, or reckless conduct (2) Operation of the vehicle under the influence of alcohol or drugs in violation of Section 23152 of the California Vehicle Code, (3) Towing or pushing anything, or (4) Operation of the vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions.

b. Damage or loss occurs while the vehicle is: (1) Used for commercial hire, (2) Used in connection with conduct that could be properly charged as a felony, (3) Involved in a speed test or contest or in driver training activity, (4) Operated by a person other than an authorized driver, or (5) Operated outside of the United States and Canada.

c. Any Authorized Driver(s) has: (1) Provided fraudulent information to the rental company, or (2) Provided false information and the rental company would not have rented Vehicle if it had instead received true information

The cost of optional Collision Damage Waiver is \$11.00 to \$500.00 for every rental day, depending on the vehicle rented.

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 CDW: A violation of the contract shall exist and CDW (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;
- 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.

## **FOR RENTALS ORIGINATING IN ILLINOIS, Optional Collision Damage Waiver.**

### **COLLISION DAMAGE WAIVER IS NOT INSURANCE. IT IS 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 void CDW 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, CDW does not apply to lost keys, key fobs, transponders or 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, 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.**

**CDW will be voided for one or more of the following reasons:**

- a. Damage or loss while the rental vehicle is used to carry persons or property for a charge or fee.**

- b. Damage or loss during an organized or agreed upon racing or speed contest or demonstration or pushing or pulling activity in which the rental vehicle is actively involved.**
- c. Damage or loss that could be reasonably expected from an intentional or criminal act of the driver other than a traffic infraction.**
- d. Damage or loss to any rental vehicle resulting from any auto business operation, including but not limited to repairing, servicing, testing, washing, parking, storing, or selling of automobiles.**
- e. Damage or loss occurring to a rental vehicle if the rental contract is based on fraudulent or material misrepresentation by the Renter.**
- f. Damage or loss arising out of the use of the rental vehicle outside the continental United States when such use is specifically prohibited in the Agreement.**
- g. Damage or loss occurring while the rental vehicle is operated by a driver not permitted under the Agreement.**
- h. Damage or loss occurring while the rental vehicle is operated by a driver under the influence of alcohol, other drug or drugs, intoxicating compound or compounds, or any combination thereof and convicted of violating subsection (a) of Section 11-501 of the Illinois Vehicle Code.**

FOR RENTALS ORIGINATING IN NEVADA, 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 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 damage 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. 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, 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 CDW:

a. Damage or loss resulting from:

(1) the intentional, willful, wanton or reckless conduct of Renter or AAD(s); (2) operation of the Vehicle by Renter or an AAD(s) while under the influence of drugs or alcohol in violation of the laws of the state in which the loss or damage occurs; (3) Renter or AAD(s) using the Vehicle to tow or push anything; or (4) operation of the Vehicle by Renter or AAD(s) on an unpaved road if the damage or loss is a direct result of the road or driving conditions; (5) theft of the passenger car if committed by an authorized driver or a person aided or abetted by an authorized driver. A theft is presumed to have been committed by a person other than an authorized driver or a person aided or abetted by an authorized driver if the short-term lessee of the car: (a) Has possession of the ignition key(s) furnished by the lessor or establishes that the ignition key(s) furnished by the lessor was not in the car at the time of the theft; and (b) Files an official report of the theft with an appropriate law enforcement agency within 24 hours after learning of the theft and cooperates with the lessor and the law enforcement agency in providing information concerning the theft. The lessor may rebut the presumption set forth in this subsection by establishing that an authorized driver committed or aided and abetted another person in the commission of the theft.

b. Damage or loss occurring when the Vehicle is: (1) used for hire; (2) used in connection with conduct that constitutes a felony; (3) involved in a speed test or contest or in driver training activity; (4) OPERATED BY A PERSON OTHER THAN YOU OR AAD(s), or (5) operated in a foreign country or outside the States of Nevada, Arizona, California, Idaho, Oregon and Utah, unless this Agreement expressly provides that the Vehicle may be operated in other locations; or

c. If the Vehicle was rented as a result of fraudulent information provided to Owner by Renter or an AAD(s) or as a result of false information provided to Owner by Renter or an AAD(s) if Owner would not have rented the Vehicle if it had received true information.

**FOR RENTALS ORIGINATING IN HAWAII, 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 damage 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, CDW does not apply to lost keys, key fobs, transponders or 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, 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 CDW:

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 the United States and Canada; (7) under authority of any driver's license that is suspended, revoked, invalid or does not belong to the driver; (8) to transport persons or property for hire; (9) in a wanton or reckless manner or if Vehicle is deliberately damaged; (10) on an unpaved road or off road; (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 key(s) 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.

**18. Other Optional Protection Products. THE PURCHASE OF ANY OF THE FOLLOWING PRODUCTS IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. EACH OF THE FOLLOWING IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE APPLICABLE POLICIES DESCRIBED BELOW. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. UNDERWRITING INSURER(S) ARE SUBJECT TO CHANGE WITHOUT NOTICE. EACH OF THE FOLLOWING PRODUCTS 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.**

**A. EXTENDED PROTECTION (EP)** (Where available): If EP is selected and paid for, Owner provides Renter or any AAD with third party liability protection in an amount equal to the minimum financial responsibility limits applicable to the vehicle (the Primary Protection). EP also provides additional third party liability protection,

through an excess liability policy, with limits of the difference between the Primary Protection and a combined single limit of \$1 million per accident for bodily injury and/or property damage to others arising out of the use or operation of the Owner rental vehicle by Renter or an AAD, subject to the terms and conditions of the policy. EP includes UM/UIM coverage for bodily injury and property damage in an amount equal to the minimum financial responsibility limits applicable to the Vehicle (the Primary Protection), and additional coverage, through an excess liability policy, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident (for rentals commencing in New York, UM/UIM limits are \$100,000 per person/\$300,000 per accident; for rentals commencing in Hawaii, the UM/UIM limits are \$1,000,000 combined single limit) or state mandated UM/UIM limit, whichever is greater. OWNER AND RENTER REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW. EP, including UM/UIM benefits is provided only when Renter or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. EP coverage is in effect only while another AAD or Renter is driving the Vehicle within the United States and Canada; coverage does not apply in Mexico. EP is available for an additional charge as stipulated on the Rental Agreement Summary. ADDITIONAL POLICY EXCLUSIONS INCLUDE: (A) BODILY INJURY OR DEATH TO RENTER, ANY AAD, OR TO THE BLOOD RELATIVES OR FAMILY OF RENTER OR AN AAD, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH RENTER OR WITH AN AAD; (B) PROPERTY DAMAGE TO THE RENTAL VEHICLE; (C) FINES, PENALTIES, EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY, DEATH OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM THE STANDPOINT OF THE INSURED; AND (E) ANY OBLIGATION FOR WHICH THE INSURED OR THE INSURED'S INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR LAW. Note: Any UM/UIM benefits paid are included in the \$1 million combined single limit EP coverage and in no way increase the combined single limit amount referenced above. This insurance coverage is underwritten by Ace American Insurance Company. A benefit summary for EP is contained within the applicable brochure or, for kiosk renters, by pressing the "Product Details" button (for internet rentals, see [https://alamo.custhelp.com/app/answers/detail/a\\_id/1649](https://alamo.custhelp.com/app/answers/detail/a_id/1649)). Report EP claims to Owner using the address and phone number set forth herein.

**(PUERTO RICO ONLY): A. EXTENDED PROTECTION (EP)** (Where available): If EP is selected and paid for, EP provides Renter or any AAD with minimum financial responsibility limits under a policy of insurance issued with Zurich American Insurance Company limits AND excess insurance under a policy of insurance issued with Ace American Insurance Company. These policies together provide Renter and AAD(s) with a combined single limit per accident equal to \$1,000,000. EP is primary to any other coverage and 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 policies do not provide coverage for any loss arising from the use or operation of Vehicle in Mexico. EP is available for an additional charge as stipulated on the Rental Agreement Summary. EP includes UM/UIM coverage for bodily injury and property damage in an amount equal to the minimum financial responsibility limits applicable to the Vehicle under the policy of insurance issued with Zurich American Insurance Company, and additional coverage, through an excess liability policy under a policy of insurance issued with Ace American Insurance Company, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident or Puerto Rico mandated UM/UIM limit, whichever is greater. OWNER AND RENTER REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW. EP, including UM/UIM benefits is provided only when Renter or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. EP COVERAGE IS IN EFFECT ONLY WHILE ANOTHER AAD OR RENTER IS DRIVING THE VEHICLE WITHIN THE UNITED STATES, PUERTO RICO AND CANADA; COVERAGE DOES NOT APPLY IN MEXICO. ADDITIONAL POLICY EXCLUSIONS INCLUDE: (A) BODILY INJURY TO RENTER, ANY AAD, OR TO THE BLOOD RELATIVES OR FAMILY OF RENTER OR ANY AAD, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH RENTER OR WITH AN AAD; (B) PROPERTY DAMAGE TO THE RENTAL VEHICLE; (C) FINES, PENALTIES, EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM THE STANDPOINT OF THE INSURED; AND (E) ANY OBLIGATION FOR WHICH THE INSURED OR THE INSURED'S INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR

LAW. Note: Any UM/UIM benefits paid are included in the \$1 million combined single limit EP coverage and in no way increase the combined single limit amount referenced above. A benefit summary for EP is contained within the applicable brochure or, for kiosk renters, by pressing the "Product Details" button (for internet rentals, see [https://alamo.custhelp.com/app/answers/detail/a\\_id/1649](https://alamo.custhelp.com/app/answers/detail/a_id/1649)). Report Puerto Rico EP claims to: **Gallagher Bassett Services, 121 River Port Executive Center II, 13801 Riverport Drive, Suite 501, Maryland Heights, MO 63043-4810**, Phone: 1 (866) 275-9195 Fax: 1 (866) 741-2200.

**B. PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC) (Where available):** If selected and paid for, 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 the Rental Agreement Summary. "Renter" is the person who signs the Agreement as Renter.

**PAI Benefits: Renter Passenger**

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

(for rentals commencing in CA, NY and CO limits are \$250,000/\$125,000;

and for rentals commencing in MN and Puerto Rico (PR) limits are \$100,000/\$10,000)

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

(for rentals commencing in MN and PR limits are \$3,500/\$3,500)

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

(for rentals commencing in MN and PR limits are \$150/\$150)

Accident Aggregate, not to exceed \$225,000 per accident. (for rentals commencing in CA, NY and CO the aggregate is \$500,000 and for rentals commencing in MN and PR the aggregate is \$130,000)

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 (not available in Puerto Rico):** \$750 per person; \$2,500 maximum coverage for all covered individuals during the Rental Period (for rentals commencing in CA and NE limits are \$650/\$1,950)

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.** This PAI/PEC is underwritten by Empire Fire and Marine Insurance Company.

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.

**C. Roadside Plus (RSP):** When deciding whether or not to purchase ROADSIDE PLUS (RSP), you may wish to check to determine whether, you have other coverage or protection for such services.

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

Renter may purchase RSP from Owner for an additional fee. If Renter purchases RSP, 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. RSP does not waive any charges incurred in Mexico. RSP is available for an additional charge as stipulated on the Rental Agreement Summary.

**19. 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 and (iii.) operational condition, mileage, diagnostic and performance reporting of Vehicle as permitted by law. 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](http://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.

**20. 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.

**21. 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.

**22. Choice of Law/Venue.** All terms and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State where the Renter first received a Vehicle under this Agreement, without giving effect to the conflict of laws provisions of such State.

**23. 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 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 ADD 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](http://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.

**24. Customer Privacy.** The information you provide to Owner is stored and used in accordance with Owner's privacy policy, which is available at [https://www.alamo.com/en\\_US/car-rental/privacy-policy.html](https://www.alamo.com/en_US/car-rental/privacy-policy.html), which may be amended from time to time and which is incorporated herein by reference. Questions regarding privacy should be directed to: Alamo Rent A Car, National Contact Center Customer Care Department, 8421 St. John Industrial Drive, St. Louis, MO 63114 or (877) 858-3884.

**25. Customers with Disabilities.** For customer service inquiries related to customers with disabilities, please call 1 (800) 651-1223 or TTY 1 (800) 522-9292.

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